

WAY FINDING / CAMPUS
SIGNAGE
758
2.4

COLLEGE OF DUPAGE
CONSULTING AGREEMENT
BETWEEN COLLEGE OF DUPAGE AND KMA Design

THIS AGREEMENT ("Agreement") is made as of June 23, 2009 by and between COLLEGE OF DUPAGE ("COD") and KMA Design ("Consultant").

COD and Consultant desire to enter into this Agreement, pursuant to which Consultant shall perform certain services in connection with the Project, as hereinafter provided. In consideration of the performance of services by Consultant and the payment for those services by COD, the parties agree as follows:

1. Services of Consultant. Consultant shall perform services for COD in connection with the Project as directed by COD, including, specifically, the matters set forth on Exhibit 1. Consultant shall perform all services with the highest professional standards as practiced by members of its professional community and as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. No provision of this Agreement (including documents incorporated herein) shall be effective to any extent that it abridges or abrogates the foregoing basic standard of care. Consultant shall maintain a sufficient staff to perform all services in the most expeditious and economical manner consistent with the interests of COD. Consultant shall promptly notify COD immediately in writing: (i) of any information required from COD so Consultant can complete their services in a timely manner; and (ii) of any work requested by COD that is not included in the scope of work provided in Exhibit 1. Time is of the essence under this Agreement.

2. Payment to Consultant. COD shall pay Consultant for Consultant's services properly performed under this Agreement. The total amount due to Consultant under this Agreement shall not exceed the total contract sum following, without COD's prior written approval:

Total Contract Sum: Two Hundred twenty eight thousand, two hundred and fifty one dollars and fifty cents (\$228,251.50).

Consultant shall submit monthly statements in a format acceptable to COD for services rendered. The statements will be based upon Consultant's services completed at the time of billing on the basis of actual work performed. COD shall make payments to Consultant thirty (30) days after receipt of Consultant's statements properly submitted. Monthly statements shall detail "Current Amount Due," "Previous Amount Billed," and "Balance of Contract Outstanding." In the event of termination by COD as hereinafter provided, Consultant shall be paid for services properly rendered prior to termination as provided below. Reimbursement by COD of expenses and expendables incurred by Consultant shall be limited as provided in Exhibit 2.

3. Indemnification and Insurance. To the fullest extent allowed by law, Consultant shall indemnify and hold COD, its trustees, officers, agents, employees and any other parties designated by COD (hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts or omissions by Consultant of its duties and obligations under or pursuant to this Agreement.

Consultant shall procure, at no expense to COD, the insurance coverages set forth in Exhibit 3.

4. Termination. COD may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Consultant. In the event this Agreement is terminated pursuant to this paragraph, Consultant shall be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of COD. COD shall have no liability to Consultant beyond the date of termination. Further, if the Agreement is terminated for cause, COD shall be entitled to all direct, indirect,

and consequential damages arising from the breach of Agreement prompting the termination.

5. Liens. Upon COD's request, Consultant shall submit mechanics' lien waivers in form acceptable to COD with each statement for services rendered.

6. Documents. All documents, drawings and surveys (including those in electronic form) prepared by Consultant pursuant to this Agreement are the property of COD; provided, however, that any use of such documents, drawings and surveys, other than for this Project, shall be at the COD's sole risk and without liability to the Consultant. For among other things, COD shall have the right to utilize such documents, drawings and surveys in the event COD expands the Project, corrects any deficiencies, or makes any repairs or renovations to the Project.

7. Changes in Scope of Work. COD may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions, but no such work shall be performed unless and until such change is in writing and signed by COD and agreed to in writing by Consultant.

8. Consultant Personnel. It is understood by the Parties that competence and consistency of Consultant's personnel performing tasks pursuant to this Agreement is necessary for Consultant's performance of its duties hereunder. Accordingly, all Consultant personnel performing work or services relating to this Agreement shall be subject to COD approval. Further, if Consultant has identified in its proposal key personnel that it intends to assign to the work or services performed hereunder, such personnel shall not be changed during Consultant's performance. If no such personnel were so identified, then within ten days of execution of this Agreement, Consultant shall identify its key personnel assigned to the work or services hereunder. Such personnel shall not be changed during performance of work or services hereunder. Violation of this provision shall be a basis of termination for cause.

9. Arbitration. At COD's sole and exclusive option, all claims, controversies, and disputes between COD and Consultant arising out of or relating to this Agreement shall be resolved in binding arbitration. Consultant agrees to be joined in any arbitration in which COD is a party to the extent that such arbitration relates to Consultant's performance under this Agreement. Further, any party that has an interest in any arbitration between COD and Consultant may be joined.

10. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights arising under this Agreement, the prevailing party in such litigation, as determined by a court of proper jurisdiction in a final judgment or decree, shall be entitled to its costs, expenses and reasonable attorneys' fees incurred therein.

11. Successors and Assigns. Consultant shall not assign any rights under or interest in this Agreement without the prior written consent of COD. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Controlling Law. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

13. Entire Agreement; Conflict. This Agreement represents the entire agreement between Consultant and COD and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by COD and Consultant. In the event of a conflict between this Agreement and a proposal from Consultant or any exhibits hereto, this Agreement shall control.

14. Prevailing Wage Act. To the extent required by law, Consultant shall not pay less than the prevailing wage as established pursuant to an Act Regulating The Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*

15. Human Rights Act. To the extent required by law, Consultant shall abide by the Illinois Human

Rights Act, 775 ILCS 10/0.01 *et seq.*

16. Drug Free Workplace. To the extent required by law, Consultant shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*

17. Sexual Harassment Policy. Consultant represents by the signing of this Agreement that it as written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).

18. Non-debarment. By executing this agreement Consultant certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*

This Agreement has been executed the day and year provided above.

COLLEGE OF DUPAGE

By: 

Name: THOMAS J. GLASER

Title: VICE PRESIDENT ADMINISTRATIVE AFFAIRS

CONSULTANT:
KMA Design

By: 

Name: BARBARA J. MARTIN

Title: CEO

SCOPE OF SERVICES

EXHIBIT 1

Interior Signage Scope of Services

I. Pre-Design

- A. Kick-off meeting
 - 1. Goals
 - 2. Schedule
- B. Review architectural plans
 - 1. Interior
 - a. Wall elevations
 - b. Floor plans
 - c. Ceiling Plans
- C. Inventory existing signage
 - 1. PE
 - 2. MAC
 - 3. SCC
- D. COD review and approval

II. Design

- A. Develop three schematic design concepts
- B. Present design concepts
- C. Establish budgets/cost estimates
 - 1. Final signage designs to meet COD approval and to be within COD's signage budget
- D. Coordinate with Facilities Department/Engineers
- E. COD review and approval of design concept. Revise design as necessary to obtain COD's approval
- F. Design development of selected concept. Signage to include but not limited to the following:
 - 1. Building directories
 - 2. Information signage
 - 3. Wayfinding signage
 - 4. Room identification signage
 - 5. Elevator identification
 - 6. Department identification
 - 7. Regulatory and building amenity signs
 - 8. Building donor recognition plaque (template used for all buildings)
 - 9. Banners
 - 10. Tackable signage
 - 11. Temporary directional event movable signage
 - 12. Temporary Directional Event Movable Signage
- G. Present design development drawings

- H. Modify designs based on feedback to obtain COD's approval
- I. Present final design development package
- J. COD review and approval
- K. Develop overall details and sections
- L. Develop message schedules/location plans
 - 1. MAC
 - 2. SCC
 - 3. PE
 - 4. BIC
 - 5. SRC
 - 6. CCA
- M. Review construction documents package with COD
- N. Develop cost estimate/value engineer
 - 1. Final signage designs to meet COD approval and to be within COD's signage budget
- O. Revise construction documents to include COD comments
- P. Present final construction documents/standards manual
 - 1. All documents produced by the Designer shall conform to all applicable federal, state, local codes and regulations and all authorities having jurisdiction over this project, including but not limited to International Building Code, NFPA, ADA, Illinois Community Colleges Code and Illinois Accessibility Code. At a minimum, the Designer shall provide all appropriate services to fulfill COD's objectives for high quality, on time and comprehensive services for the design implementation of the project
 - 2. Designer shall provide signage designs acceptable to COD including the use of non-proprietary materials, are constructible by local fabricators, consist of replaceable components and where messages are easily changed
 - 3. Designer shall be responsible for the determination and design of structural engineering requirements for overhead directional signage only
- Q. Develop standards manual to include:
 - 1. Analysis
 - 2. Construction documents
 - 3. Installation placement guidelines
 - 4. A list of contacts with guidelines on who to call for specific signage and wayfinding updating and replacement needs
 - 5. A bid form to simplify reorders
 - 6. A CD with bid package
 - 7. As-built drawings (upon completion by sign fabricator)
- R. COD review and approval

III. Bidding / Negotiation

- A. Preparation of bidding documents/specifications
- B. COD review and approval
- C. Conduct on-site pre-bid meeting and respond to questions as required

- D. Answer RFIs
- E. Issue addenda
- F. Assist COD analyze substitutions
- G. Review all price quotations for consistency and accuracy. Make recommendations for price acceptance

IV. Construction Administration

- A. Construction administration services through construction completion and final completion, including construction meetings to effectively coordinate and manage installation process. Prepare and distribute reports of site observations
- B. Review shop drawings and samples. Coordinate with fabricator and COD personnel for timely reviews
- C. CA correspondence with COD, Fabricator, etc.
- D. Observe fabrication, notify fabricator of necessary corrections, review display units before and during installation to assure adherence to bid documents
- E. Walk-through with Fabricator and inspect sign units
- F. Review installation progress and notify fabricator of necessary corrections to assure adherence to bid documents and compliance with installation schedule
- G. Prepare and issue a comprehensive punch list
- H. Review punch list corrections and notify fabricator of items not adhering to bid Documents
- I. Issue closeout documents to COD
 - 1. Two sets of comprehensive record documents (drawings and specification)
 - 2. Provide as-built documents in hard copies as well as electronic file format as requested by COD
 - 3. Review and transmit to COD all warranties and

Exterior Signage Scope of Services

I. Construction Documents

- A. Administration presentation
- B. Develop building identification signs for each building and COD logos
 - 1. Signage design will be modified as necessary to accommodate a variety of exterior building materials, infrastructure and conditions including but not limited to structural, electrical and unique building architectural features
- C. Develop exterior signage including but not limited to the following:
 - 1. Site identification
 - 2. LED
 - 3. Main entry
 - 4. Secondary gateway
 - 5. Vehicular directional
 - 6. Parking lot directional
 - 7. Parking lot identification
 - 8. Banners
 - 9. Building entrance identification
 - 10. Building dedication plaque
 - 11. Pedestrian directional
 - 12. Street identification
 - 13. Information kiosk
 - 14. Athletic field identification
 - 15. Temporary event
- D. Overall details and sections
- E. Develop message schedule/location plan
- F. Review message schedule/location plans with COD
- G. Edit documents per review
- H. Develop cost estimate/value engineer
 - 1. Final signage designs to meet COD approval and to be within COD's signage budget
- I. Visit site to identify GIS coordinates/inventory existing signs
- J. Coordinate with new Landscape Architect
 - 1. Modify signage design and locations as necessary to accommodate landscape designs
- K. Develop phasing plan with COD for implementation
- L. Develop final construction documents
 - 1. All documents produced by the Designer shall conform to all applicable federal, state, local codes and regulations and all authorities having jurisdiction over this project, including but not limited to International Building Code, NFPA, ADA, Illinois Community Colleges Code and Illinois Accessibility Code. At a minimum, the Designer shall provide all appropriate services to fulfill COD's objectives for high quality, on time and comprehensive services for the design implementation of the project

2. Designer shall provide signage designs acceptable to COD including the use of non-proprietary materials and that are constructible by local fabricators
3. Designer shall be responsible for the determination and design of civil, survey, electrical and structural engineering requirements for all signage including but not limited to the following: sign demolition and site restoration plan, determining site lines, building signage attachment details, determining signage electrical requirements, coordination of sign locations with utilities, easements, ROW and coordination and submittal of storm water permit for one (1) sign located in wetland area

M. Develop standards manual to include:

1. Analysis
2. Construction documents
3. Installation placement guidelines
4. A list of contacts with guidelines on who to call for specific signage and wayfinding updating and replacement needs
5. A bid form to simplify reorders
6. A CD with bid package
7. As-built drawings (upon completion by sign fabricator)

N. COD review and approval

II. Bidding / Negotiation

- A. Preparation of bidding documents/specifications
- B. COD review and approval
- C. Conduct on-site pre-bid meeting and respond to questions as required
- D. Answer RFIs
- E. Issue addenda
- F. Assist COD analyze substitutions
- G. Review all price quotations for consistency and accuracy. Make recommendations for price acceptance

III. Construction Administration

- A. Construction administration services through construction completion and final completion, including construction meetings to effectively coordinate and manage installation process. Prepare and distribute reports of site observations
- B. Review shop drawings and samples and coordinate with fabricator and COD personnel for timely reviews
- C. CA correspondence with COD, Fabricator, etc.
- D. Observe fabrication, notify fabricator of necessary corrections, review display units before and during installation to assure adherence to bid documents
- E. Stake sign locations with Owner/Fabricator. Owner is not responsible for conflicts between signage and site features such as ROW, site lines, easements, utilities, etc.
- F. Walk-through with Fabricator and inspect sign units

- G. Review installation progress and notify fabricator of necessary corrections to assure adherence to bid documents and compliance with installation schedule
- H. Prepare and issue a comprehensive punch list
- I. Review punch list corrections and notify fabricator of items not adhering to bid Documents
- J. Issue closeout documents to COD
 - 1. Two sets of comprehensive record documents (drawings and specification)
 - 2. Provide as-built documents in hard copies as well as electronic file format as requested by COD
 - 3. Review and transmit to COD all warranties and guarantees

STANDARD CHARGES FOR PROFESSIONAL SERVICES

EXHIBIT 2

Consultant's Compensation shall be for a fixed fee of \$176,400.00 and not-to exceed reimbursable expenses of \$51,851.50 for a total expenditure of \$228,251.50. A break down of fees is as per attachments.

In the event that COD requests additional services, the price for the additional services shall be computed using the hourly billing rates included in KMA's attached fee proposal.

EXPENSES AND EXPENDABLES

Receipts must be provided for any expense and expendables.

All expendables to complete project at actual cost incurred, without markup.

Expenses and Expendables shall be paid only with the prior written consent of COD.

Exterior Signage	
Fee:	
KMA	\$ 29,400.00
V3	\$ 46,000.00
KJWW	\$ 7,580.00
Engineering Admin Fee (10%)	\$ 5,358.00
Subtotal:	\$ 88,338.00
Expenses:	
KMA	\$ 15,156.50
V3	\$ 1,400.00
KJWW	\$ 100.00
Subtotal:	\$ 16,656.50
Exterior Grand Total:	\$ 104,994.50
Interior Signage	
Fee:	
KMA	\$ 86,390.00
V3	\$ 1,520.00
Engineering Admin Fee (10%)	\$ 152.00
Subtotal:	\$ 88,062.00
Expenses:	
KMA	\$ 34,295.00
V3	\$ 900.00
Subtotal:	\$ 35,195.00
Interior Grand Total:	\$ 123,257.00
Overall Fee:	\$ 176,400.00
Overall Expenses:	\$ 51,851.50
Overall Total:	\$ 228,251.50

KMA - Exterior Signage

EXTERIOR SIGNAGE FEE PROPOSAL

I. Construction Documents										
Item	Description	\$150.00 PIC	\$135.00 PD	\$85.00 PM	\$75.00 PC	\$75.00 SGD	\$65.00 GD	\$50.00 ADM	Subtotal Hours	Subtotal Cost
1	Board of Directors presentation (site visit #1)	2	2						4	\$ 570.00
2	Develop building ID signs for each building and COD logos	2					16		26	\$ 1,940.00
3	Overall details and sections	2					20		42	\$ 3,100.00
4	Develop message schedule/location plan	1	2	12	4	2	4		25	\$ 2,150.00
5	Review message schedule/location plans with COD (site visit #2)	2	2						4	\$ 570.00
6	Edit documents per review									
7	Develop cost estimate/value engineer	2	2	4	4	1	2	1	11	\$ 860.00
8	Visit site to identify GIS coordinates / inventory existing signs (site visit #3)			8	8	4	4		20	\$ 1,770.00
9	Coordinate with new Landscape Architect	2	2	4	8	2	2		16	\$ 1,280.00
10	Develop phasing plan for implementation	1	1	2	2				20	\$ 1,790.00
11	COD review and approval	1	1	1	1		1		6	\$ 605.00
12	Hourly travel rate @ \$25.00/hour per employee	8	8	4	4				3	\$ 370.00
	Totals:	21	19	37	34	37	48	1	24	\$ 600.00
									Total:	\$ 15,605.00
II. Bidding / Negotiation										
Item	Description	\$150.00 PIC	\$135.00 PD	\$85.00 PM	\$75.00 PC	\$75.00 SGD	\$65.00 GD	\$50.00 ADM	Subtotal Hours	Subtotal Cost
1	Preparation of bidding documents/specifications			1	2	1	1	1	6	\$ 425.00
2	COD review and approval			1	2			1	4	\$ 285.00
3	Answer RFI	1	1	1	2	1	1	1	8	\$ 710.00
4	Issue addenda	1	1	1	2			1	6	\$ 570.00
5	Assist COD analyze substitutions	2				2	2		6	\$ 580.00
	Totals:	4	2	4	8	4	4	4		
									Total:	\$ 2,570.00
III. Construction Administration										
Item	Description	\$150.00 PIC	\$135.00 PD	\$85.00 PM	\$75.00 PC	\$75.00 SGD	\$65.00 GD	\$50.00 ADM	Subtotal Hours	Subtotal Cost
1	CA correspondence with COD, Fabricator, etc.			2	4				6	\$ 470.00
2	Review shop drawings/samples								10	\$ 760.00
3	Observe fabrication to assure adherence to bid documents (via photos)	1	1	2	4	4	4	1	7	\$ 605.00
4	Stake sign locations with Owner/Fabricator (site visit #4)			8	8				16	\$ 1,280.00
5	Walk through with fabricator and inspect sign units (site visit #5)			8	8				16	\$ 1,280.00
6	Review installation progress (site visit #6)			8	8				16	\$ 1,280.00
7	Review installation progress (site visit #7)			8	8				16	\$ 1,280.00
8	Review installation progress (site visit #8)	8	8						16	\$ 1,280.00
9	Issue closeout documents to COD	1	2	2	4			2	11	\$ 990.00
10	Hourly travel rate @ \$25.00/hour per employee	4	4	16	16				40	\$ 1,000.00
	Totals:	14	15	54	60	4	4	3		
									Total:	\$ 11,225.00
									Total Fee:	\$ 29,400.00
									Total Expenses:	\$ 15,156.50
									*Grand Total:	\$ 44,556.50

KMA - Interior Signage

INTERIOR SIGNAGE FEE PROPOSAL

I. Pre-Design										
Item	Description	\$150.00 PIC	\$135.00 PD	\$85.00 PM	\$75.00 PC	\$75.00 SGD	\$65.00 GD	\$50.00 ADM	Subtotal Hours	Subtotal Cost
1	Kick-off meeting to determine project objectives (site visit #1)	2	2					1	5	\$ 620.00
2	Review of architectural plans	1	2	4					7	\$ 760.00
3	Inventory existing signage (during site visit #1)	4	4	16	16				40	\$ 3,700.00
4	COD review and approval	1	1	2					4	\$ 455.00
5	Hourly travel rate @ \$25.00/hour per employee	4	4	4	4				16	\$ 400.00
	Totals:	12	13	26	20	0	0	1		
									Total:	\$ 5,935.00
II. Design										
Item	Description	\$150.00 PIC	\$135.00 PD	\$85.00 PM	\$75.00 PC	\$75.00 SGD	\$65.00 GD	\$50.00 ADM	Subtotal Hours	Subtotal Cost
1	Develop three schematic design concepts	4				16	8		28	\$ 2,320.00
2	Present design concepts (site visit #2)	2	2					1	5	\$ 620.00
3	Establish budgets/cost estimates		1	2	4				7	\$ 605.00
4	Coordinate with facilities department / engineers	2	2	4	8				16	\$ 1,510.00
5	COD review and approval of design concept	1	1	2					4	\$ 455.00
6	Design development for selected concept	4				16	16		36	\$ 2,840.00
7	Present design development drawings (site visit #3)	2	2					1	5	\$ 620.00
8	Modify designs based on feedback	2				8	8		18	\$ 1,420.00
9	COD review and approval	1	1	2					4	\$ 455.00
10	Develop overall details and sections	8		4		24	24		60	\$ 4,900.00
11	Develop message schedules/location plans for MAC, SCC, PE, BIC, SRC, CCA	16	24	80	48	16	48		232	\$ 20,360.00
12	Review construction document package with COD (site visit #4)	8	8	8	8			1	33	\$ 3,610.00
13	Develop cost estimate/value engineer	2	2	4	4	4	4		20	\$ 1,770.00
14	Edit construction documents	2	2	4	8	8	8		32	\$ 2,630.00
15	Present final construction documents/standards manual (site visit #5)	2	2	4	4			1	5	\$ 620.00
16	COD review and approval	2	2	4	4				12	\$ 1,210.00
17	Hourly travel rate @ \$25.00/hour per employee	16	16	4	4				40	\$ 1,000.00
	Totals:	74	65	118	88	92	116	4		
									Total:	\$ 46,945.00
III. Bidding / Negotiation										
Item	Description	\$150.00 PIC	\$135.00 PD	\$85.00 PM	\$75.00 PC	\$75.00 SGD	\$65.00 GD	\$50.00 ADM	Subtotal Hours	Subtotal Cost
1	Preparation of bidding documents/specifications	1	1	2	4	4		1	13	\$ 1,105.00
2	COD review and approval	1	1	2					4	\$ 455.00
3	Attend pre-bid meeting (site visit #6)		4	4					8	\$ 880.00
4	Answer RFI	2	2	2	4	4		1	15	\$ 1,390.00
5	Issue addenda	2	2	2	4			1	11	\$ 1,090.00
6	Assist COD analyze substitutions	2	2	2		2	4		12	\$ 1,150.00
7	Hourly travel rate @ \$25.00/hour per employee		4	4					8	\$ 200.00
									Total:	\$ 6,270.00

KMA - Interior Signage

IV. Construction Administration										
Item	Description	\$150.00 PTC	\$135.00 PD	\$85.00 PM	\$75.00 PC	\$75.00 SGD	\$65.00 GD	\$50.00 ADM	Subtotal Hours	Subtotal Cost
1	Review shop drawings/samples	2		2	4	8	8		24	\$ 1,890.00
2	CA correspondence with COD, contractor, etc.	2	2	8	16	4	4		36	\$ 3,010.00
3	Observe fabrication to assure adherence to bid documents (via photos)		2	2	4				9	\$ 890.00
4	Walk through with fabricator (site visit #7)	1	8	8					16	\$ 1,760.00
5	Monitor installation (site visit #8)			8	8				16	\$ 1,280.00
6	Monitor installation (site visit #9)			8	8				16	\$ 1,280.00
7	Monitor installation (site visit #10)			8	8				16	\$ 1,280.00
8	Monitor installation (site visit #11)			8	8				16	\$ 1,280.00
11	Punch list (site visit #12)	8	8	8	8				16	\$ 2,280.00
12	Punch list (site visit #13)			8	8				16	\$ 1,280.00
13	Punch list (site visit #14)			8	8				16	\$ 1,280.00
14	Punch list (site visit #15)	8	8	8	8				16	\$ 2,280.00
15	Review punch list corrections (site visit #16)	16	16						32	\$ 4,560.00
16	Issue closeout documents to COD	1	2	2	4				9	\$ 890.00
17	Hourly travel rate @ \$25.00/hour per employee	12	16	28	24				80	\$ 2,000.00
	Totals:	208	213	201	187	97	81	53		
									Total:	\$ 27,240.00
									Total Fee:	\$ 86,390.00
									Total Expenses:	\$ 34,295.00
									*Grand Total:	\$ 120,685.00
*Fee excludes engineering fees.										

FEE PROPOSAL (Interior and Exterior Signage)

I. Schematic Design										
Item	Description	\$200.00 Div. Director	\$165.00 Senior PM	\$125.00 PM	\$100.00 PE	\$90.00 EIII	\$150.00 Survey 2-man	\$60.00 ADM	Subtotal Hours	Subtotal Cost
1									0	\$ -
2									0	\$ -
3									0	\$ -
4									0	\$ -
5									0	\$ -
6									0	\$ -
7									0	\$ -
8									0	\$ -
	Totals:	0	0	0	0	0	0	0	Total:	\$ -
II. Design Development										
Item	Description	\$200.00 Div. Director	\$165.00 Senior PM	\$125.00 PM	\$100.00 PE	\$90.00 EIII	\$150.00 Survey 2-man	\$60.00 ADM	Subtotal Hours	Subtotal Cost
1									0	\$ -
2									0	\$ -
3									0	\$ -
4									0	\$ -
5									0	\$ -
6									0	\$ -
	Totals:	0	0	0	0	0	0	0	Total:	\$ -
III. Construction Documents										
Item	Description	\$200.00 Div. Director	\$165.00 Senior PM	\$125.00 PM	\$100.00 PE	\$90.00 EIII	\$150.00 Survey 2-man	\$60.00 ADM	Subtotal Hours	Subtotal Cost
Interior Signs										
1	Determine weights and mounting design	0.5		2	4	4		1	11.5	\$ 1,170.00
2	Coordinate Mounting Surfaces with Architects/Engineer			2	1				3	\$ 350.00
Exterior Signs										
1a	Surveying (Option 1)	0.5		4			16		20.5	\$ 3,000.00
1b	Surveying (Option 2)	0.5		4			32		36.5	\$ 5,400.00
2	Determine site lines (including Memorandum)		2	4	6	19		1	32	\$ 3,200.00
3a	Exterior Signs on Buildings (3 types)	1		4	8	16		1	30	\$ 3,000.00
3b	Exterior Signs at Grade (6 types)	1	6	10	19	40		1	77	\$ 8,000.00
4	Determine and Detail Electrified Sign Requirements	0.5	4	4	9	42		1	60.5	\$ 6,000.00
5	Coordinate Field/Wall Conditions with Architects/Engineers	1		4	5				10	\$ 1,200.00
6a-c	Welland Permitting	0.5		4	18	6		1	29.5	\$ 3,000.00
6d	Welland Verification				2.5	8		0.5	11	\$ 1,000.00
6e	Welland Boundary Survey								0	\$ -
6f	Initial Welland and Riparian Submittals		2	12	17	1		3	35	\$ 3,800.00
6g	Response to Review Comments			4	13				17	\$ 1,800.00
6h	Welland Meetings and Project Coordination (hourly)		2	4	5				9	\$ 1,000.00
	Totals:	5.5	2	42	19	39	48	3	Total:	\$ 41,920.00

IV. Bidding / Negotiation (Phase I Only)										
Item	Description	\$200.00 Principal	\$200.00 Div. Director	\$165.00 Senior PM	\$125.00 PM	\$100.00 PE	\$90.00 EIII	\$60.00 ADM	Subtotal Hours	Subtotal Cost
1.1.1	Prepare and issue CD's with bidding documents					1			1	\$ 90.00
1.1.2	Provide Copies of Bid Documents					0.5		0.75	1.25	\$ 90.00
1.1.3	Answer RFI				0.5	1		0.5	2	\$ 170.00
1.1.4	Attend Pre Bid					2			2	\$ 180.00
1.1.5	Issue addenda				0.5	2		1	3.5	\$ 290.00
1.1.6	Attend Bid Opening					2			2	\$ 180.00
1.1.7	Evaluate proposed substitutions				0.5	1		1	2.5	\$ 200.00
	Totals:	0	0	0	1.5	9.5	0	3.25		
									Total:	\$ 1,200.00
V. Construction Administration (Phase I Only)										
Item	Description	\$200.00 Principal	\$200.00 Div. Director	\$165.00 Senior PM	\$125.00 PM	\$100.00 PE	\$90.00 EIII	\$60.00 ADM	Subtotal Hours	Subtotal Cost
1.2.3	Attend OAC Meeting				16				16	\$ 1,600.00
1.2.4	Prepare Change orders				1	4		0.5	5.5	\$ 450.00
1.2.5	Review shop drawings / samples/ Material Submittal Log				2	8		0.5	10.5	\$ 950.00
1.2.6	Construction Observation Visits				16				16	\$ 1,600.00
	Post Construction									
1.3.1	Post Construction Site Visits					4			4	\$ 360.00
1.3.2	Prepare Punch List					2		1	3	\$ 240.00
1.3.3	Coordination and Follow up with Contractor				2	4			6	\$ 560.00
1.3.4	Post Punch List Site Visit					2			2	\$ 180.00
1.3.5	Punchlist completion verification walk through with contractor				1	2		1	4	\$ 340.00
1.3.6	Record Drawing Review				2	4			6	\$ 560.00
1.4.1	Project Administration				4			2	6	\$ 520.00
	Totals:	0	0	0	35	18	0	2		
									Total:	\$ 7,400.00
* Total excludes expenses.									*Grand Total:	\$ 50,520.00

KMA CONSULTANT

Glen Ellyn, Illinois
June 9, 2009

Item	Description	\$170.00 Associate	\$130.00 Design Engineer/ Designer	\$75.00 CAD Technician	\$65.00 Clerical	Subtotal Hours	Subtotal Fees
Planning / Design Phase							
	Review of sign designs and advise the necessary electrical requirements		4			4	\$ 520.00
1	Inventory existing conditions (site visit, as-built review, coordination with architects/engineers)		8			8	\$ 1,040.00
2			8			8	\$ 1,040.00
4	Determine and detail electrical circuit routing		8	16	4	30	\$ 2,840.00
5	Prepare contract documents (drawings and specifications)	2					
	Subtotal	2	28	16	4	50	\$ 5,440.00
Bidding / Negotiation Phase							
1	Answer RFIs		1			1	\$ 130.00
2	Prepare Addenda	0.5	1	1	1	3.5	\$ 355.00
	Subtotal	0.5	2	1	1	4.5	\$ 485.00
Construction Phase							
1	Correspondence with Contractor (RFIs, RFPs, etc)	0.5	4	1	1	6.5	\$ 745.00
2	Final Job Site Observation/Closeout		6		2	8	\$ 910.00
	Subtotal	0.5	10	1	3	14.5	\$ 1,655.00
	GRAND TOTAL (HOURS & FEES)	3	40	18	8	69	\$ 7,580.00
Expenses							
1	Printing and Postage						\$ 70.00
2	Travel Expense (includes up to 3 trips to project site)						\$ 30.00
	GRAND TOTAL (EXPENSES)						\$ 100.00

CONSULTANT'S LIABILITY INSURANCE

EXHIBIT 3

Consultant shall not commence work under this contract until all insurance required herein is obtained and approved by COD. Nor shall the Consultant allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

Consultant shall furnish COD with two (2) original Certificates of Insurance, with COD named as an additional insured for General and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to COD. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to COD. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to COD.

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
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Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:	\$2,000,000/\$4,000,000
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1. Premises - Operations
2. Explosion, Underground and Collapse Hazard
3. Products/Completed Operations
4. Contractual Insurance
5. Broad Form Property Damage
6. Independent Contractors
7. Bodily Injury

Automobile Liability

Owned, Non-owned, or Rented	\$2,000,000
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Workers' Compensation and Occupational Diseases	As Required by Applicable Laws
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Employer's Liability	\$500,000
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Professional Liability (Provided by KMA Engineering Professional Services Consultants)	\$2,000,000
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