

STRUCTURAL ENGINEERS • EXTERIOR WALL CONSULTANTS • ROOF DESIGNERS

January 16, 2023

Mr. Kevin Meadows
Rolling Meadows Library
3110 Martin Lane
Rolling Meadows, IL 60008

Subject: **Proposal for Engineering Assessment**
Rolling Meadows Library, Rolling Meadows, IL
BCL Proposal No. P23924

Dear Mr. Meadows:

In response to your recent request, Building Consultants, Ltd. (BCL) is pleased to submit this proposal for engineering services at the Rolling Meadows Library in Rolling Meadows, Illinois.

1.0 BACKGROUND

The Rolling Meadows Public Library consists of a facility on three levels encompassing about 45,000 square feet. The building was completed in two phases; the original building was built in about 1974 and was totally reconstructed in about 1987. We understand the library wishes to evaluate the condition of the building and set budgets for required future expenditures.

2.0 SCOPE OF SERVICES

We propose to perform an Engineering Assessment at the subject facility. Engineering Assessments are primarily directed at noting defects, components which seem to exhibit less than expected service life, or systems which have been poorly maintained. They are not intended to address routine maintenance items or to develop detailed remedial plans for identified problems. The services are qualitative in nature and do not include engineering calculation or design. The Engineering Assessment will include surveys of the following building/facility systems:

1. Civil/Site Development
2. Pavements
3. Foundations and Structures
4. Exterior Walls and Windows
5. Roofing
6. Interior Finishes
7. Elevators
8. Mechanical, Electrical and Plumbing (MEP)
9. Fire Protection and Life Safety
10. Baseline Visual Accessibility Survey

Surveys of furniture and equipment, such as phone and computer systems, are not included in the work scope. Descriptions of tasks for the specific surveys are included in Appendix A.

During a site visit, BCL and our subconsultant will assess visually the condition of the building areas in question in order to make a preliminary assessment of the extent and cause of any identified problems. We will review relevant documents, including building drawings.

We will prepare a written report with a summary of observations made, conceptual recommendations for required repairs, and budget-level opinions of cost for the required repairs. The report will be illustrated by photographs of selected conditions.

This survey will be visual only in nature. The current stated scope does not include such items as removal of finish materials for more detailed examination or removal of samples of structural components for inspection or testing. Hidden conditions will not be evaluated. Further, more detailed, evaluation of identified concerns may be required after completion of this preliminary assessment. The scope of services does not include preparation of plans and specifications for required repairs, but such plans and specifications can be provided in a subsequent phase of the work.

We request copies of selected building drawings be supplied at no cost to BCL.

Work will be performed by BCL with assistance from National Property Consulting Group, LLC, who will perform the interior finishes, elevator, mechanical, electrical, plumbing, fire/life safety, and accessibility portions of the survey. Both firms have worked together on previous projects.

3.0 ESTIMATED FEE

Based on our understanding of project requirements, we will provide our services for the lump sum fee of \$12,500.

4.0 AUTHORIZATION

As our written authorization, please sign and return a copy of this proposal. Please note, the attached Terms and Conditions are incorporated herein and govern this proposal.

5.0 CLOSING

BCL appreciates the opportunity to present this proposal to you. Should you have any questions regarding this information, please let us know.

Very truly yours,

BUILDING CONSULTANTS, LTD.



David P. O'Connor, PE
Principal Engineer

Attachments:

Building Consultants, Ltd., Standard Terms and Conditions
Appendix A, Scope of Services, Engineering Assessment

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This proposal and the attached Standard Terms and Conditions are accepted:

Signature

Date

Printed Name and Title

**BUILDING CONSULTANTS, LTD.
STANDARD TERMS AND CONDITIONS**

The Client and Building Consultants, Ltd., (“BCL”) (collectively, the “Parties”) agree as follows (the “Agreement”):

1. SERVICES TO BE PROVIDED. BCL is an independent consultant and agrees to provide the Client with consulting services, as set forth in any proposal (the “Proposal”) issued for any site or sites (“Subject Property or Properties”), pursuant to the following Standard Terms & Conditions (the “Agreement”).

The services proposed to be rendered by BCL do not and shall not include the detection, measurement, analysis, or any other evaluation whatever of the presence of environmental hazards or the risks associated therewith, irrespective of the source or nature of such environmental hazards. Client agrees to defend, hold harmless and indemnify BCL against any claims or liabilities arising from environmental hazards within or generated by the Subject Properties.

BCL understands, asserts, and intends, and the Client agrees, that its services are requested solely by and for the benefit of the Client, and that no provision of either the Proposal or these Standard Terms and Conditions is intended to be, nor shall be, interpreted or construed to be for the benefit of any third party, or any other person or entity with which the Client has entered into any agreement or contractual relationship of any kind or nature.

2. PAYMENT TERMS. The Client agrees to pay BCL’s invoices upon receipt. If payment is not received within 30 days from the invoice date, the Client agrees to pay a service charge on any past due amounts at the prevailing legal rate, including reasonable attorney’s fees, if collected through an attorney. No deduction shall be made from BCL’s invoices on account of liquidated damages or other sums withheld from payments to contractors or others.

3. STANDARD OF CARE. BCL will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality. **NO OTHER WARRANTY IS MADE OR INTENDED BY THE PROPOSAL OR BY BCL'S ORAL OR WRITTEN REPORTS.**

4. INSURANCE. At all times while performing the services arising out of this Agreement, BCL shall maintain at its sole cost and expense at least the following insurance coverage:

A. Worker’s Compensation Insurance - statutory.

B. Professional Liability Insurance - not less than \$1,000,000 per occurrence, \$1,000,000 annual aggregate.

C. Comprehensive General Liability Insurance - combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

Such policy shall include the Client as an additional insured for all activities arising out of the performance of the services set forth in the Proposal or otherwise arising out of this Agreement.

Coverage for all insurance shall be provided on an

occurrence basis, except that coverage for Professional Liability (Errors and Omissions) shall be provided on a claims-made basis.

5. LIABILITY. Client agrees that BCL’s liability to the Client, or any third party, due to any negligent professional acts, errors or omissions, or breach of contract by BCL will be limited to an aggregate of \$10,000 or BCL’s fee, whichever is less. In addition, in no event will BCL be liable for any claim or demand by the Client, or against the Client by any third party, for any amounts representing loss of profit, loss of business, delay damages or special, indirect, incidental, consequential, exemplary or punitive damages.

6. RIGHT OF ENTRY.

A. If the Client does not own Subject Property or Properties upon which any part of the Work is to be performed, the Client shall make a reasonable effort to secure a right of entry (the “Right of Entry”) for BCL and its employees, subcontractors and agents to such Subject Property or Properties. The Right of Entry shall be for the purpose of performing the Work and shall be subject to any reasonable conditions that the Client or the owner imposes.

B. If the Client owns the Subject Property or Properties upon which any part of the Work is to be performed, the Client shall grant BCL and its employees, subcontractors, and agents a right of entry (the “Right of Entry”) to such property. The Right of Entry shall be for the purpose of performing the Work and shall be subject to any reasonable conditions regarding time and any other matters that the Client imposes.

7. FORCE MAJEURE.

A. Any failure of performance under this Agreement shall not constitute breach if said failure of performance is due to an event or events beyond the reasonable control of the Parties, or either of them. Such events of force majeure shall include, but not be limited to, acts of God, natural disasters, war and strikes.

B. If an event of force majeure occurs, BCL shall notify the Client, identify the event of force majeure, and specify the anticipated time when the Work can be continued. If BCL fails to notify the Client within seventy-two (72) hours of the occurrence of an event of force majeure, BCL will not receive an extension of time for performance due to such occurrence. Timely notification of an event of force majeure shall extend the completion date of this Agreement for a time equal to the continuation of the force majeure. Should an event of force majeure occur, BCL shall use its best efforts to overcome the difficulties and to resume as soon as reasonably possible its obligations under this Agreement. BCL shall notify the Client when the event of force majeure has ended and the performance of the Work has resumed.

8. SITE OPERATIONS. BCL’s field personnel will avoid hazards or utilities which are visible or reasonably ascertainable by them at the Subject Property or Properties. To the extent that BCL is advised or given data in writing by the Client that reveal the presence or potential presence of underground or overground obstructions, such as utilities, BCL will give special instructions to its field personnel. BCL

is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties, except as would be reasonably discovered by BCL in the exercise of due diligence or in accordance with its exercise of the standard of professional care provided at Paragraph 3, herein. Except as a result of BCL's negligence pursuant to such standard, the Client agrees to defend and indemnify BCL from any and all claims, suits, or losses, including reasonable attorney's fees, resulting from such unknown surface or subsurface conditions.

BCL will take reasonable precautions to minimize damage to the Subject Property or Properties caused by its operations. BCL's fee does not include any cost of restoration due to any damage which may result, except if such damage results in whole or in part from BCL's failure to exercise the standard of professional care provided at Paragraph 3, herein. If Client desires BCL to repair such damage, BCL will comply and add the cost to its fees.

9. FIELD REPRESENTATIVE STATUS AND SUBCONTRACTORS. The presence of BCL's or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by the Client. Should a contractor(s) not retained by BCL be involved in the project, the Client will advise such contractor(s) that BCL's services do not include supervision or direction of the means, methods, or actual work of the contractor(s), its employees or agents. The Client will also inform contractor that the presence of BCL's field representative for project administration, assessment, observation, or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of BCL) is involved in the project, the Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all of the Client's safety requirements, all other applicable standards and regulations, and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that BCL will not be responsible for job or site safety or security on the project, other than for BCL's own employees and subcontractors, and that BCL does not have the duty or right to stop the work of the any contractor or sub-contractor.

10. UNFORESEEN CONDITIONS OR OCCURRENCES. It is possible that unforeseen conditions or occurrences may be encountered which could substantially alter the necessary services or the risks involved in completing BCL's services. If that occurs, BCL will promptly notify and consult with the Client, but will act based on BCL's sole judgment where risk to its personnel is involved. Possible actions could include:

A. Completion of the original scope of services in accordance with the procedures originally intended in the Proposal, if practicable in BCL's sole judgment;

B. Agreement with Client to modify the scope of services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing. In such an event, for purposes of construing any part of this Agreement, the "Proposal" shall mean the Proposal as revised;

C. Terminate the services effective on the date specified by BCL in writing.

11. SAMPLE DISPOSAL. Test specimens or samples generally are consumed or substantially altered during testing and are disposed of immediately upon completion of tests. Other specimens are disposed of by BCL 30 days after submission of BCL's report.

12. INDEMNITY. If BCL or any of its directors, officers, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "BCL Affiliates") become subject to any liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, and expenses (including, without limitation, fees and disbursements of attorneys and consultants) (collectively, "Claims"), arising from, related to or in connection with:

- (i) the negligence, gross negligence or willful misconduct of the Client or its directors, officers, shareholders, employees, subcontractors, agents, and affiliates (collectively, the "Representatives") in connection with the performance of work or services;
- (ii) a violation of a statute or regulation by the Client or its Representatives in connection with the performance of work or services; and/or
- (iii) a breach of this Agreement by the Client or its Representatives;

the Client shall defend, indemnify, and hold harmless BCL and its Affiliates from and against any and all Claims. For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions.

13. OPINIONS OF COST. If requested, BCL will use its best efforts and experience on similar projects to provide opinions or estimates of cost for construction as appropriate based on reasonably available data, BCL's designs or BCL's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation, unless specifically agreed otherwise, in writing, with BCL. The Client understands that the actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills and many other factors beyond BCL's control.

14. RECORD RETENTION AND REVIEW.

A. BCL shall maintain accurate and detailed financial records, books, and documents (the "Records") in connection with the performance of this Agreement and all transactions related, thereto, and shall retain such Records for one year after either the completion of the services set forth in the Proposal or the termination of this Agreement. The Client's personnel, designated certified public accountant and/or other individuals designated by the Client may, upon reasonable notice, review, inspect, copy, and audit the Records, at the place or places where such Records are kept, during the term of this Agreement and for up to one year after either the completion of the services set forth in the Proposal or termination of this Agreement. BCL shall provide in all of its agreements with subcontractors, that the Client

shall have the right to audit all source documentation of subcontractors' compensation.

B. The Client shall have the right to inspect and obtain copies of all written licenses, permits or approvals issued by any governmental entity or agency to BCL or its subcontractors which are applicable to the performance of this Agreement.

15. CONFIDENTIALITY. BCL will maintain as confidential any documents or information provided by the Client designated as confidential, and will not release, distribute, or publish the same to any third party without prior permission from Client, unless compelled by law or order of a Court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the Client.

All letters, reports, drawings, specifications, technical documents of any nature and copies, thereof, prepared pursuant to this Agreement shall be, upon payment, the property of the Client and are to be treated as confidential. They are not to be disclosed to others without the Client's prior written approval and are to be delivered to the Client on request, and in all events upon completion of the services set forth in the Proposal or termination of this Agreement pursuant to Paragraph 25 of these Terms and Conditions.

The Client agrees that BCL may use and publish the Client's name and a general description of the professional services provided to the Client in describing BCL's experience and qualifications to other clients and potential clients.

16. RESOLUTION OF DISPUTES. Within 30 days of written notice by either party to the other, any dispute arising between the parties shall be resolved, if possible, by non-binding formal mediation conducted by a qualified mediator, who the parties shall jointly select and who shall intercede for and mediate a resolution by and between the parties. Such formal mediation shall be conducted solely in accord with the Commercial Mediation Rules of the American Arbitration Association (AAA). If non-binding formal mediation does not achieve a resolution acceptable to both parties, they shall be free to pursue alternate means of resolution including, but not limited to, arbitration according to the rules and procedures of the AAA, or such legal and equitable remedies as are available to them under the law.

17. NOTICE. All notices provided by this Agreement shall be made in writing, either (1) by actual delivery of the notice into the hands of the parties thereunto entitled; or (2) by the mailing of the notice in the U.S. mail to the last known address of the party entitled thereto, certified mail, return receipt requested; or (3) sent by nationally recognized, overnight delivery service. The notice shall be deemed to be received in case (1) on the date of its actual receipt by the party entitled thereto and in cases (2) and (3) on the date two business days after its mailing or deposit with such delivery service. The failure or refusal of any party to accept any notice given pursuant to this paragraph shall be conclusively deemed receipt thereof and knowledge of its contents.

18. ASSIGNMENT. This Agreement shall be binding on the successors of the Parties. This Agreement shall not be assigned by either Party without first obtaining the written consent of the other Party.

19. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.

20. WAIVER. Waiver by either Party of any term, provision or condition of this Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision, or condition of this Agreement.

21. SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and BCL shall survive the completion of the services and the termination of this Agreement.

22. INTEGRATION. This Agreement and the attached Proposal constitute the entire Agreement between the Parties and cannot be changed except by a written instrument signed by both the Parties.

23. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Illinois.

24. PRIORITY OF AGREEMENTS. The Parties agree that the provisions of these Terms and Conditions and of the Proposal incorporated herewith shall govern over and supercede any other written forms signed by the Parties, such as, but not limited to, Client Purchase Orders, Work Orders, etc., which forms are understood to be executed as a matter of convenience or facilitation of the provision of services to the Client without altering any terms or conditions, hereof.

25. TERMINATION.

A. This Agreement terminates automatically when BCL completes the services set forth in the Proposal.

B. Either Party may terminate this Agreement, without cause, upon 10 days written notice to the other Party. In the event either party terminates prior to completion, the Client agrees to pay BCL for all reasonable costs incurred plus reasonable charges associated with termination of its services.

END OF DOCUMENT

APPENDIX A SCOPE OF SERVICES ENGINEERING ASSESSMENT

PRELIMINARY REVIEWS

The surveys will begin with preliminary reviews of available and relevant drawings, specifications, reports and records, and interviews with property managers and/or maintenance engineers for the property. These reviews will be followed by walk-throughs of the property by professionals of several different disciplines, as appropriate. During the walk-throughs, observations will be made to assess the general condition of the property and to note problems and visible defects in the materials and building systems. Hidden conditions will not be evaluated. The current stated scope does not include such items as removal of finish materials for more detailed examination or removal of samples of structural components for inspection or testing.

TASKS UNIQUE TO PARTICULAR SURVEYS

1. CIVIL/SITE DEVELOPMENT

Observations of overall site drainage, retaining walls, landscaping, site lighting, and similar topographical features will be included. The survey will note significant defects found, based on interviews with persons knowledgeable of these systems and our surface observations.

2. PAVEMENTS

The pavement survey will assess the overall condition of the pavements and note significant defects commonly found in pavements. We will assess pavement drainage and note the condition of repairs if any have been made.

3. FOUNDATIONS AND STRUCTURES

The purpose of the structural survey is to note the condition of the structural systems used and assess their adequacy for the intended use of the facility. A walk-through of the facility will be made to locate visible defects which might suggest significant structural or foundation problems and to determine, by visual observations, if the structure was constructed in general compliance with the construction documents.

4. EXTERIOR WALLS AND WINDOWS

The exterior wall survey will assess the overall condition of these building cladding systems and note any significant defects observed. The exterior survey will be made from the ground and from the roofs, if access is provided. If readily accessible, portions of the interior of the facility will be observed for evidence of water leakage resulting from these systems.

5. ROOFING

The purpose of the roof survey is to note the roofing system used and assess its general condition. From a “walk-over” of the roofs, observations will be made of the general condition of the roofing, including flashings and penetration details. Roof access to be provided to BCL. If readily accessible, the interior surfaces of the roofs will also be observed for evidence of significant water leakage.

6. INTERIOR FINISHES

We propose to observe typical common areas including, but not limited to, lobbies, corridors, assembly areas, and restrooms to identify and observe typical finishes such as flooring, ceilings, walls, etc., and building amenities or special features such as spas, fountains, clubs, shops, restaurants, etc. We will note the type of finish, its general condition and obvious visible defects. The purpose of the interior survey is to assess the condition of the typical finishes on an overall basis. We will not be making a survey of furniture and equipment.

7. ELEVATORS

The purpose of the elevator survey is to assess the condition of the elevators. We will contact the elevator maintenance contractor and review, if possible, maintenance records for the elevator systems.

8. MECHANICAL, ELECTRICAL AND PLUMBING (MEP)

We will observe readily accessible portions of the plumbing system such as piping, fixtures, domestic hot water production equipment, and note any special or unusual plumbing systems.

We will observe the heating, ventilation, and air conditioning systems at the property in an attempt to identify the type, apparent age, and apparent level of maintenance exercised. Opinions of the mechanical systems will be made in light of other information reviewed from the building engineer or maintenance personnel, or in absence of other information, to the extent observed.

We will observe readily accessible portions of the electrical system in an attempt to identify the service provided and various components of the distribution system such as distribution panels, transformers, meters, emergency generator, and general lighting systems. Note that removing of electrical panels and device covers, except if removed by building staff, electromagnetic field issues, electrical testing, or operating of any electrical devices is explicitly excluded and beyond this scope of services.

The purpose of the MEP survey is to briefly review the MEP drawings (if available) to note the types of system used, to perform a walk-through of the facility to observe these systems’ present operating conditions and to assess the quality of installation. The observations are used to assess what replacements and/or major repairs may be necessary.

9. FIRE PROTECTION AND LIFE SAFETY

During our walk through of the subject building, visible components of fire protection and life safety systems will be observed. The presence of a sprinkler system and dates of inspection will be noted. Alarm systems, fire extinguishers, and signage will be also observed. Significant defects observed will be noted.

10. BASELINE VISUAL ACCESSIBILITY SURVEY

The purpose of the Baseline Visual Accessibility Survey is to identify significant architectural/communications barriers that do not comply with the ADA Title III by performing a limited visual survey and collecting limited measurements and counts. The survey does not include assessing every accessible element and space at the subject facility. The survey will consist of completing the Uniform Abbreviated Screening Checklist for the 2010 Americans with Disabilities Act checklist within the ASTM E2018-15 Standard. Note that many items on the checklist ask if there “appears to be compliant” clear floor space, width, height, etc. These items will be answered by visual observations only and/or representative measurements at limited locations only. A more in-depth survey might show that areas noted in the checklist to comply, may not actually comply or vice-versa.

BASIS OF RECOMMENDATIONS

Engineering Assessments are preliminary reviews to identify problems, and general costs are not intended to be as detailed an analysis of each separate system as is possible. Although a "standard of care" is exhibited by trained professionals, in this type of preliminary review it is possible that conditions may exist which will affect the value and/or performance of the facility but which will not be discovered by the survey. If the preliminary review identifies problems which, in our opinion, need further study, the scope of recommended additional work with an estimated fee will be included in the final report.

Opinions of Cost provided in the report are approximations only, representing the “Order of Magnitude” cost which can be expected for the work, and should not be interpreted as bids nor offers to perform work. More detailed proposals should be obtained for actual construction budgets. Actual costs will vary according to the extent of work done at one time, the quality of contractors used, the quality of materials specified and the specific work conditions. These conditions will not be known at the time these services are performed.