



**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE AGENDA
County of Champaign, Urbana, Illinois**

Tuesday, February 10, 2021 at 6:30
Lyle Shields Meeting Room
Brookens Administrative Center
1776 E. Washington St., Urbana, IL 61802

Committee Members:

Steve Summers – Chair	Emily Rodriguez
Stan Harper – Vice Chair	Leah Taylor
Jim Goss	Jodi Wolken
Jordan Humphrey	

Agenda

- | | <u>Page #</u> |
|---|----------------------|
| I. Call to Order and Roll Call | |
| II. Approval of Agenda/Addenda | |
| III. Approval of Minutes – January 5, 2021 | 2-4 |
| IV. Public Participation | |
| • Being accepted remotely through zoom – for instructions go to:
https://us02web.zoom.us/j/87211730575?pwd=YzdsTnRlVjhoUIJYM0V5SzZpNTRhQT09 | 1 |
| V. Communications | |
| VI. New Business | |
| A. Update on Courthouse/JDC Video Security and Master Control Projects. (Facilities Director Memo to Tami Ogden attached) | 5-6 |
| B. Discussion and approval of “Letter of Understanding” with GHR Engineering regarding RFQ-FY2020-004. (to be e-mailed on 2/9/2021) | |
| C. Discussion and approval of “Letter of Understanding” with Bailey Edward Architecture regarding RFQ-FY2020-005. (to be e-mailed on 2/9/2021) | |
| D. Discussion and approval of “Letter of Understanding” with Reifsteck Reid Architecture regarding RFQ-FY2020-005. (to be e-mailed on 2/9/2021) | |
| E. Discussion and approval of contract with GHR Engineering for replacement/repair of hail damaged HVAC equipment. Project estimated at \$800,000.00 and funded by insurance reimbursement. (attached) | 7-16 |

- F. Discussion and approval of contract with GHR Engineering for replacement of HVAC equipment at Satellite Jail. Project estimated at \$1,500,000.00 and funded by approved Capital Asset Replacement Funds. (attached) 17-25
 - G. Discussion and approval of contract with Bailey Edward Architecture for replacement/repair of hail damaged County roofs. Project estimated at \$1,500,000.00 and funded by insurance reimbursement. (attached) 26-28
 - H. Discussion and approval of contract with Reifsteck Reid Architecture for replacement/repair of hail damaged County roofs. Project estimated at \$1,250,000.00 and funded by insurance reimbursement. (attached) 29-30
- VII. Other Business
- VIII. Presiding Officer's Report
- A. Future Meeting – Tuesday, March 2, 2021 @ 6:30pm
- IX. Designation of Items to be Placed on the Consent Agenda
- X. Adjournment

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue.

Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.

You are invited to a Zoom webinar.

When: Feb 10, 2021 06:30 PM Central Time (US and Canada)

Topic: Facilities Committee

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87211730575?pwd=YzdsTnRlVjhoUlJlYm0V5SszZpNTRhQT09>

Passcode: 558914

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**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE
County of Champaign, Urbana, Illinois**

MINUTES – Pending Approval

DATE: Tuesday January 5, 2021
TIME: 6:30 p.m.
PLACE: Lyle Shields Meeting Room
Brookens Administrative Center, 1776 E. Washington St., Urbana IL 61802
(ZOOM Meeting)

Committee Members

Present: Steve Summers, Stan Harper, Jodi Wolken, Jordan Humphrey, Emily Rodriguez, Leah Taylor, Jim Goss

Absent: DeShawn Williams

County Staff: Dana Brenner (Facilities Director), Dustin Heureman (Sheriff), Barb Mann (Assistant State’s Attorney), Kyle Patterson (County Board Chair), Dan Busey (Recording Clerk)

Others Present: None

Agenda

I. Call to Order and Roll Call

Committee Chair Summers called the meeting to order at 6:30 P.M.

II. Approval of Agenda/Addenda

Moved by Ms. Taylor to approve the agenda; seconded by Ms. Wolken. Upon Roll Call Vote, the **Motion Carried Unanimously**.

III. Approval of Minutes – November 4, 2020

Moved by Mr. Harper to approve the agenda; seconded by Mr. Goss. Upon Roll Call Vote, the **Motion Carried Unanimously**.

IV. Public Participation

There was no participation by the public.

V. Communications

There were no communications brought before the committee.

VI. New Business

A. Sheriff’s Presentation and Discussion. Sheriff Heureman highlighted some of the information the Sheriff’s Office has given the Facilities Committee within the last year. The Sheriff stated that it is his goal to give the committee the information they need to make an informed decision on the closure of the Downtown Jail. The Sheriff went into detail about housing inmates, conditions/needs of the facility, ADA Compliance, and other ways in which the downtown jail (built in 1979) is outdated to today’s standards. Sheriff Heureman went over the results of a recent safety survey that was conducted as well. Ms. Taylor inquired about housing classifications, fire drill

procedures, and the absence of carbon monoxide detectors. Discussion followed. Mr. Humphrey asked about the heating in both of facilities (Satellite and Downtown Jails). Mr. Brenner detailed the state of the HVAC equipment and what has been detailed in the Counties 10-year Facilities Plan. Ms. Rodriguez had questions about the “One Door” Policy and how it could affect operations of the jails. Sheriff Heureman stated that he believes the positions created would be more in the field, but also touched on the space limitations of the current facilities. Mr. Summers expressed his goal of having the Facility Committee Members, who have not yet toured the jails, to have an opportunity to do so once COVID restrictions have been lifted.

- B. Humane Society Lease Discussion and Approval. **Moved** by Ms. Taylor to approve the Humane Society Lease; **seconded** by Ms. Rodriguez. Mr. Brenner informed the Committee of the history of the agreement between Champaign County and the Humane Society. Mr. Brenner also went into some of the Humane Societies future plans which have played a part in prompting the request of proposing this new lease to the county. Ms. Mann gave information, based on statute, about what the County Board’s options are in this matter. Mr. Summers stated that he doesn’t believe that the county has given the Humane Society any reason to believe that the County would not continue the current lease with extensions. Ms. Mann mentioned ways that could extend the lease in a more protective fashion for the county. Mr. Brenner spoke about safeguards and milestones that could be added through amendments to the lease. Mr. Goss was asked of his opinion, Mr. Goss stated that he doesn’t necessarily see a need to extend the lease at this point. Mr. Goss gave some examples of why a long-term lease like this may not be in the best interest of the county. Ms. Taylor asked for clarification regarding the term of the lease. Ms. Mann offered more details of the current lease. Mr. Patterson asked Ms. Mann and Mr. Brenner what the benefits of approving the lease would be. The consensus between the two was that it is an agreement made in good will to the Humane Society at their request. Ms. Taylor asked to defer a vote and create a new agreement that would have different wording as far as extensions. Discussion about deferral and renegotiations with the Humane Societies Board followed. Mr. Brenner proposed having a conference with the Humane Societies’ Board and sharing the committee’s thoughts on the matter with them. Mr. Summers, based on the consensus of the committee, stated that after meeting with the Humane Society again that the issue would be re-visited in the next Facility Meeting to discuss progress.
- C. Update on ITB#2020-002 Courthouse & JDC Video Security System Replacement Project. Mr. Brenner delivered an update on the completion of the project. With the Courthouse being \$476,000 and the Juvenile Detention Center being \$241,000. Mr. Brenner went on to explain the extensive upgrades to each facilities Security Systems. Mr. Brenner stated that a punch list for JDC will still need to be made at the scheduled walk through. Mr. Summers inquired about the coverage of the Courthouse parking lot, which Mr. Brenner confirmed there is.
- D. Courthouse Parking Policy Discussion and Approval. Mr. Brenner went over the specifications of the courthouse parking lots and the policy of reserved spots. Mr. Brenner stated that this would be put in place to solidify the current policy. **Moved** by Mr. Goss to approve the agenda; **seconded** by Ms. Wolken. The Policy was approved unanimously by Roll Call Vote.

VII. Other Business

There was no other business brought before the committee.

VIII. Presiding Officer's Report

A. Future Meeting – Tuesday, February 2, 2021 @ 6:30pm

IX. Designation of Items to be Placed on the Consent Agenda

Item VI: D

X. Adjournment

The meeting adjourned at 7:42 P.M.

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue.

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Memorandum

To: Tami Ogden, Deputy County Administer of Finance
From: Dana Brenner, Champaign County Facility Director
CC: Darlene Kloeppe, County Executive
Steve Summers, Chair of County Facilities Committee
Date: 1/25/2021
RE: Budget Amendment #21-00010 for ITB #2020-002 Courthouse and JDC Video Security and Master Control Projects

Project Scope

Courthouse – Replace existing Mater Control System (door access and intercom system) with a completely new system. Replace existing video security surveillance system with new digital video and eliminate any blind spots within and around the exterior. Courthouse project to be paid through FY2020 Capital Asset Funds.

JDC - Replace existing Mater Control System (door access and intercom system) with a completely new system. Replace existing video security surveillance system with new digital video and eliminate any blind spots within and around the exterior. JDC project to be paid through FY2020 Probation Capital Asset Funds.

The Facilities Committee and County Board both approved the project in FY2019 and approved both bid awards in February 2020. The low bid price for the Courthouse was \$476,837.00 and the JDC was \$241,373.00

ITB #2020-002 Proposed Project Schedule for Courthouse and JDC

12/26/2019

August 2019 – December 2019	GHR Engineering to develop specifications & written documentation for the bid document
Tuesday, December 3, 2018	Present draft bid document to the Facilities Committee for approval
Wednesday, December 4, 2019	Advertise and Post Bid

Wednesday, December 18, 2019, 2:00pm	Vendor Pre-Bid Meeting – Brookens Administrative Center, 1776 E. Washington St., Urbana, Illinois 61802 – Lyle Shields Meeting Room
Tuesday, January 21, 2019, 12:00noon	Deadline for submission of questions and clarifications
Thursday, January 23, 2019	GHR Engineering responds to submitted questions or clarifications.
Friday, January 30, 2020, 1:00pm	Bid Opening – Brookens Administrative Center, 1776 E. Washington St., Urbana, Illinois 61802 – Lyle Shields Meeting Room
Tuesday, February 4, 2020	Present to the Facilities Committee for bid award approval
Thursday, February 20, 2020	Present to County Board for bid award approval
Friday, February 28, 2020	Finalize and sign agreement with successful low bidder. Successful low bidder submits “A & E Shop Drawings” to GHR Engineering for approval.
Friday, March 6, 2020	GHR Engineering will notify low bidder about A & E Submittals by Friday, March 6, 2020. Upon approval, low bidder shall order all materials necessary for this project.
May/June 2020	Contractor to mobilize/stage equipment and begin project – all materials for project must be on-site or available daily as needed during this project.
Friday, August 7, 2020	Substantial Completion of Project
Friday, August 14, 2020	Publish Punch List
Friday, August 28, 2020	Complete Punch List and Project

Delays and Unforeseen Problems

We had hoped to meet the project schedule above, unfortunately, COVID19 hit the world and our projects ground to a snail’s pace. Instead of starting in May/June of 2020 we started pulling wire in July for the Courthouse and September for JDC. The successful low bidder ran into several unforeseen problems at the Courthouse, due to the propriety nature of the Courthouse’s original master control and intercom system design and installed by Stanley. Once these issues were overcome, the Courthouse was able to finish their substantial completion by December 31, 2020. JDC’s project was completed by the first full week in January 2021.

While Johnson Control’s first four pay applications were paid within FY2020, the fifth and final pay application must be paid in FY2021 for a total of Courthouse \$63,263.82 and JDC \$22,568.15 or combined total of \$85,831.97.

Request

The Physical Plant is requesting a budget amendment which transfers \$85,833.00 (\$63,264.00 from Capital Asset fund and \$22,569.00 from Probation Capital Asset Fund) from FY2020 to FY2021 so we may process and pay Johnson Controls final pay application.

JW Aquino, AIA
President January 6, 2021

LE McGill, PE, LEED AP, BD+C
Executive Vice President

JN Gleason, PE, LEED AP
Vice President

KM Siuts
Secretary-Treasurer

Associates
GW Gaither, CET
TL Hinton, PE
DB White, CDT/CCCA

Mr. Dana Brenner
Facility Director
Champaign County Administrative Services
1776 East Washington
Urbana, IL 61802-4578

SUBJECT: 7321 Hail Damage Repair
Fee Proposal

Dear Dana:

This is submitted per your phone request.

It is our understanding the County intends to proceed with the work outlined in GHR's September 1, 2020 Study. The work would be performed as a single project. Roof repair work due to last summer's hailstorm damage would not be part of this project.

The work is itemized in the attached "Construction Cost Estimates". Note that no work is included at the Satellite Jail.

Efforts will be made to minimize disruption of ongoing activities. Outages will be required but will be planned in advance.

GHR will identify potential Act-On-Energy incentives using their Standard Program. If funds are available for the enhanced efficiency associated with Act-On-Energy incentives, then GHR will pursue those incentives as an additional service.

Some structural analysis may be required if replacement units are heavier than existing units. Structural analysis and design will be an additional service outside of the basic fee. We will employ Engineering Resource Associates for this purpose should it be necessary.

We estimate the duration of construction will be on the order of three months. As part of the basic fee, we will visit the job site for site observation and contract administration once a month. We will provide additional site observation on a twice weekly basis. These observation efforts will be additional services. We expect something on the order of thirteen such visits over the course of construction.

We propose a lump sum basic fee of \$54,421.

We propose additional service allowances noted above:

Site Observation (Hourly) \$9,400

In keeping with past practices it is our understanding the County will take care of advertising for bids. Further, we will distribute all bid documents electronically so printing of bid sets will not be required.

To assure an understanding of our mutual responsibilities, we have attached Terms and Conditions dated January 6, 2020.

If this is acceptable, please sign and return one copy for our files.

Respectfully Submitted By:

Accepted By:



James N. Gleason, PE
Vice President

Typed Name _____
Title _____
Date _____

JNG/smh

Attachments:

- Construction Cost Estimates
- Project Budget
- Terms and Conditions

Hail Damage Repair

Proposed Project Budget		
Construction Cost Estimate		<u>\$473,200</u>
Design Contingency 5%		<u>\$23,660</u>
Subtotal		\$496,860
Bid Contingency 5%		<u>\$24,843</u>
Subtotal "A"		\$521,703
Construction Contingency 10%		<u>\$52,170</u>
Subtotal		\$573,873
A/E Fees (Design, Bid, CA) 10.4% of Subtotal "A"		\$54,257
Reimbursable		\$9,400
Additional Site Observation	\$9,400	
Printing.	\$0	
Advertising.	\$0	
Project Cost		\$637,530

JNG/smh

2021.01.06 Proposed Project Budget.JNG.wpd

Hail Damage Repair

		Replacement	Add Hailguards	Total Group 1R	Total Group 2R
Pod 100	Replace 9 RTU's.	\$135,690	\$11,880		
Pod 200	Replace one condenser coil and fans.	\$16,850	\$8,542	\$25,392	\$147,570
Pod 300	Replace one RTU.	\$15,541	\$1,656		\$17,197
Pod 400	Replace six RTU's.	\$92,437	\$4,215		\$96,653
JDC	Replace five condenser coils and fans.	\$74,104	\$6,950	\$81,054	
Satellite Jail	Not in scope.	\$0	\$0	\$0	\$0
Courthouse	Replace one condenser coil and fans.	\$76,077	\$16,400	\$92,477	
METCAD	Replace one outdoor heat pump unit plus replace one condenser coil and fans.	\$11,465	\$1,393	\$12,858	
				\$211,781 (45%)	\$261,420 (55%)
				\$473,201 Total	

JNG/smh

2021.01.06 Construction Cost Estimates.JNG.wpd

GHR ENGINEERS AND ASSOCIATES, INC.
TERMS AND CONDITIONS OF AGREEMENT
OWNER - ENGINEER
County of Champaign - GHR Engineers and Associates, Inc.

To assure an understanding of matters related to our mutual responsibilities these terms and conditions for professional engineering services are made a part of this agreement for our services:

AMENDMENTS

This agreement may be amended in writing providing both the Owner and Engineer agree to such modifications.

COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the agreement.

When "Lump Sum" payment is utilized it shall include all labor and expenses incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the Owner.

When a "Direct Personnel Expense" (D.P.E.) payment is utilized it shall be computed by a multiplier factor times payroll cost plus reimbursable expenses.

The "D.P.E." means the salaries and wages paid to all Engineering personnel engaged directly in these services plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workman's compensation, incentive and holiday pay applicable thereto.

"Reimbursable Expenses" are identified in the proposal.

TIME OF PAYMENT

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual services completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable sixty (60) calendar days from the issuance of the Engineer's statement.

LATE PAYMENT

If the Owner fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1% per month may be added to the Owners account. This is an annual rate of 12%.

If the Owner fails to make payments when due or is otherwise in breach of this Agreement, the Engineer may suspend services upon 5 days notice to the Owner. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner.

In the event any portion or all of an account remains unpaid 90 days after billing the Owner shall pay all costs of collection, including reasonable attorney's fees.

STANDARD OF CARE

The Engineer will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement.

Owner shall make all unusual and/or out-of-the-ordinary design requirements known to the Engineer.

CONFIDENTIALITY

The Engineer shall hold confidential the business and technical information obtained or generated in performance of services under this agreement, and as identified in writing by the Owner as confidential.

DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

All original drawings, specifications, electronic data and other documents are instruments of the Engineer's service for use solely with respect to this project and shall remain the property of the Engineer. The Owner shall be permitted to retain copies including reproducible copies of the Engineer's drawings, specifications, electronic data and other documents for information and reference in connection with the Owner's use and occupancy of the project.

All equipment plans, site surveys, etc. necessary for the Engineer to accomplish the services shall be provided by the Owner at no charge to the Engineer.

RESPONSIBILITY FOR CONSTRUCTION COST

It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, marketing or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Opinion of Construction Cost or evaluation prepared or agreed to by the Engineer.

AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, terms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

INSURANCE

The Engineer shall maintain comprehensive general liability and professional liability insurance coverage and the Engineer employees are covered by Workers Compensation Insurance.

Certificates of Insurance can be provided to the Client upon written request. The Engineer shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions.

HAZARDOUS MATERIALS

The Engineer and the Engineer's consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the Owner shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Owner to advise the Engineer (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Owner.

MOLD

It is understood that the Contractor, not the Engineer, has control over conditions in the field. As such the Contractor is in the best position to verify that all conditions are completed to provide and maintain a watertight structure.

The completed structure will be subject to wear and tear as well as environmental and man-made exposures. Consequently, the structure will require frequent monitoring and maintenance to prevent damage or deterioration. Such monitoring and maintenance will be the sole responsibility of the Owner. Engineer shall have no responsibility for such issues nor for resulting damages.

OWNER'S CONSULTANTS

Contracts between Owner and Owner's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Engineer and to advise the Engineer of any potential conflict. The Engineer shall have no responsibility for the components of the project designed by the Owner's consultants. The Owner shall indemnify and hold harmless the Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses arising out of services performed by other consultants of the Owner.

REMODELING AND RENOVATION

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

INDEMNIFICATION

The Owner shall indemnify and hold harmless the Engineer and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damages, loss or expense is caused in whole or in part by the negligent act, omissions, and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the Engineer), or anyone for whose acts any of them may be liable.

MEDIATION

In the event of a dispute, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

TERMINATION

In the event of termination of this Agreement by either party, the Owner shall within fifteen (15) calendar days of termination pay the Engineer for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.

The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving the Engineer not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
- Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

SUSPENSION OF SERVICES

If the Project or the Engineers services are suspended by the Owner for more than thirty (30) calendar days, consecutive, the Engineer shall be compensated for all services performed and

reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Owner shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

BILLING INFORMATION

For purposes of lump sum and percentage of construction agreements the fee will be broken down as follows:

Schematic design	20%
Design development	25%
Contract documents	30%
Bidding	5%
Contract Administration	20%

ON-SITE OBSERVATION

On-site observation will be included in the scope of the Engineer's services to conduct visual observation of materials and completed work and to determine if the work is proceeding in general conformance with information given in the contract documents and with the design concept.

On-site construction observation will be provided at hourly rates and will include reimbursable expenses.

BASIC SERVICES

The following work will be considered as included in the basic fee for engineering services:

- Program Analysis
- Schematic Design
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Administration

ADDITIONAL SERVICES

The following will be provided on request as additional services at normal hourly rates plus reimbursable expenses and will not be included in the basic fee:

- Structural Analysis
- Act-On-Energy Assistance
- Analysis of Owning and Operating Costs
- Special Consultants
- As Built Drawings
- Start-Up assistance
- O&M Manuals
- Services more than 60 days after Substantial Completion
- Work not in accord with generally-accepted practice

- On-Site Observation
- Changes to previously-accepted documentation
- Change orders that are not A/E-requested
- Coordination with Asbestos Abatement Contractors

APPLICABLE LAW

Unless otherwise specified, this agreement shall be governed by the laws of the State of Illinois.

2021.01.06 Terms and Conditions.JNG.wpd

JW Aquino, AIA
President

January 6, 2021
Revised January 26, 2021

LE McGill, PE, LEED AP, BD+C
Executive Vice President

JN Gleason, PE, LEED AP
Vice President

KM Siuts
Secretary-Treasurer

Senior Associates
RA Feese
TL Hinton, PE
JG Meerdink
DB White, CDT/CCCA

Associates
GW Gaither, CET
MS Hall, PE
RC Van Note, PE

Mr. Dana Brenner
Facility Director
Champaign County Administrative Services
1776 East Washington
Urbana, IL 61802-4578

SUBJECT: 7253 Satellite Jail
Mechanical Upgrade
Fee Proposal

Dear Dana:

This is revised per our January 21, 2021 phone conversation.

It is our understanding the County intends to proceed with all the work outlined in GHR's February 28, 2020 Study. The work would be performed as a single project. Roof repair work due to last summer's hailstorm damage would not be part of this project.

In general, the work includes:

- Replacing air handling units with new units that contain chilled water coils.
- Revising the direct expansion cooling systems to chilled water. Design to allow capacity increase in future.
- Replacing existing boilers with new high efficiency boilers. Design to allow capacity increases in future.
- Creating of a new penthouse to contain boilers and pumps.
- Conversion of pneumatic temperature control system to direct digital control.
- Replace Data Aire condensing unit and evaporator coil.

The work will be phased in an attempt to minimize disruption of ongoing jail activities. Outages will be required but will be planned in advance.

The project qualifies for Act-On-Energy incentives using their "Custom" Program. Alpha Control Systems will apply for the incentive with assistance from GHR. The actual amount of the incentive is in flux but is expected to be on the order of \$120,000. GHR's time, which is expected to be minimal, will be provided as an additional service.

Some structural analysis will be required. Preliminary analyses indicate the proposed work is feasible. Final analysis will be conducted with some enhancement of the structure expected. The exact scope of this is unknown. Structural analysis and design will be an additional service outside of the basic fee. We will employ Engineering Resource Associates for this purpose.

The penthouse will require an architectural subconsultant. We intend to employ IGW Architects for this service. These architectural services will be provided as part of the basic service.

We estimate the duration of construction will be on the order of six months. As part of the basic fee, we will visit the job site for site observation and contract administration once a month. We will provide additional site observation on a weekly basis per your request. These observation efforts will be additional services. We expect something on the order of twenty such visits over the course of construction.

We propose a lump sum basic fee of \$153,392.

We propose additional service allowances noted above:

Assistance with Act-On-Energy	\$ 2,500
Structural Analysis	\$ 7,000
Site Observation	\$19,000


In keeping with past practices it is our understanding the County will take care of advertising for bids. Further, we will distribute all bid documents electronically so printing of bid sets will not be required.

To assure an understanding of our mutual responsibilities, we have attached Terms and Conditions dated January 6, 2020.

If this is acceptable, please sign and return one copy for our files.

Respectfully Submitted By:

Accepted By:



James N. Gleason, PE
Vice President

Typed Name _____
Title _____
Date _____

JNG/smh
Attachments:
 Budget
 Terms and Conditions

Mechanical Upgrade
 Champaign County Satellite Jail

Budget Recap		
ACCU Removal and Chiller Installation		\$692,000
AHU Replacement		\$210,000
Boiler Replacement		\$177,000
Controls		\$278,000
Data Air ACCU Replacement		<u>\$12,400</u>
Subtotal		\$1,369,400
Design Contingency 5%		<u>\$68,470</u>
Subtotal		\$1,437,870
Bid Contingency 5%		<u>\$71,894</u>
Subtotal "A"		\$1,509,764
Construction Contingency 10%		<u>\$150,976</u>
Subtotal		\$1,660,740
A/E Fees (Design, Bid, CA) CDB Group 2R 10.16% of Subtotal "A"		\$153,392
Reimbursable		\$28,500
Act-On-Energy Assistance by GHR. Allow.	\$2,500	
Structural Analysis. Allow.	\$7,000	
Site Observation.	\$19,000	
Printing of Bid Sets will not be Required.	\$0	
Advertising will be by The County.	\$0	
Project Cost		\$1,842,632

JNG/smh

2021.01.05 Summary Revised.JNG.wpd

GHR ENGINEERS AND ASSOCIATES, INC.
TERMS AND CONDITIONS OF AGREEMENT
OWNER - ENGINEER
County of Champaign - GHR Engineers and Associates, Inc.

To assure an understanding of matters related to our mutual responsibilities these terms and conditions for professional engineering services are made a part of this agreement for our services:

AMENDMENTS

This agreement may be amended in writing providing both the Owner and Engineer agree to such modifications.

COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the agreement.

When "Lump Sum" payment is utilized it shall include all labor and expenses incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the Owner.

When a "Direct Personnel Expense" (D.P.E.) payment is utilized it shall be computed by a multiplier factor times payroll cost plus reimbursable expenses.

The "D.P.E." means the salaries and wages paid to all Engineering personnel engaged directly in these services plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workman's compensation, incentive and holiday pay applicable thereto.

"Reimbursable Expenses" are identified in the proposal.

TIME OF PAYMENT

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual services completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable sixty (60) calendar days from the issuance of the Engineer's statement.

LATE PAYMENT

If the Owner fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1% per month may be added to the Owners account. This is an annual rate of 12%.

If the Owner fails to make payments when due or is otherwise in breach of this Agreement, the Engineer may suspend services upon 5 days notice to the Owner. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner.

In the event any portion or all of an account remains unpaid 90 days after billing the Owner shall pay all costs of collection, including reasonable attorney's fees.

STANDARD OF CARE

The Engineer will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement.

Owner shall make all unusual and/or out-of-the-ordinary design requirements known to the Engineer.

CONFIDENTIALITY

The Engineer shall hold confidential the business and technical information obtained or generated in performance of services under this agreement, and as identified in writing by the Owner as confidential.

DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

All original drawings, specifications, electronic data and other documents are instruments of the Engineer's service for use solely with respect to this project and shall remain the property of the Engineer. The Owner shall be permitted to retain copies including reproducible copies of the Engineer's drawings, specifications, electronic data and other documents for information and reference in connection with the Owner's use and occupancy of the project.

All equipment plans, site surveys, etc. necessary for the Engineer to accomplish the services shall be provided by the Owner at no charge to the Engineer.

RESPONSIBILITY FOR CONSTRUCTION COST

It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, marketing or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Opinion of Construction Cost or evaluation prepared or agreed to by the Engineer.

AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, terms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

INSURANCE

The Engineer shall maintain comprehensive general liability and professional liability insurance coverage and the Engineer employees are covered by Workers Compensation Insurance.

Certificates of Insurance can be provided to the Client upon written request. The Engineer shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions.

HAZARDOUS MATERIALS

The Engineer and the Engineer's consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the Owner shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Owner to advise the Engineer (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Owner.

MOLD

It is understood that the Contractor, not the Engineer, has control over conditions in the field. As such the Contractor is in the best position to verify that all conditions are completed to provide and maintain a watertight structure.

The completed structure will be subject to wear and tear as well as environmental and man-made exposures. Consequently, the structure will require frequent monitoring and maintenance to prevent damage or deterioration. Such monitoring and maintenance will be the sole responsibility of the Owner. Engineer shall have no responsibility for such issues nor for resulting damages.

OWNER'S CONSULTANTS

Contracts between Owner and Owner's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Engineer and to advise the Engineer of any potential conflict. The Engineer shall have no responsibility for the components of the project designed by the Owner's consultants. The Owner shall indemnify and hold harmless the Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses arising out of services performed by other consultants of the Owner.

REMODELING AND RENOVATION

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

INDEMNIFICATION

The Owner shall indemnify and hold harmless the Engineer and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damages, loss or expense is caused in whole or in part by the negligent act, omissions, and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the Engineer), or anyone for whose acts any of them may be liable.

MEDIATION

In the event of a dispute, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

TERMINATION

In the event of termination of this Agreement by either party, the Owner shall within fifteen (15) calendar days of termination pay the Engineer for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.

The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving the Engineer not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
- Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

SUSPENSION OF SERVICES

If the Project or the Engineers services are suspended by the Owner for more than thirty (30) calendar days, consecutive, the Engineer shall be compensated for all services performed and

reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Owner shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

BILLING INFORMATION

For purposes of lump sum and percentage of construction agreements the fee will be broken down as follows:

Schematic design	20%
Design development	25%
Contract documents	30%
Bidding	5%
Contract Administration	20%

ON-SITE OBSERVATION

On-site observation will be included in the scope of the Engineer's services to conduct visual observation of materials and completed work and to determine if the work is proceeding in general conformance with information given in the contract documents and with the design concept.

On-site construction observation will be provided at hourly rates and will include reimbursable expenses.

BASIC SERVICES

The following work will be considered as included in the basic fee for engineering services:

- Program Analysis
- Schematic Design
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Administration

ADDITIONAL SERVICES

The following will be provided on request as additional services at normal hourly rates plus reimbursable expenses and will not be included in the basic fee:

- Structural Analysis
- Act-On-Energy
- Analysis of Owning and Operating Costs
- Special Consultants
- As Built Drawings
- Start-Up assistance
- O&M Manuals
- Services more than 60 days after Substantial Completion
- Work not in accord with generally-accepted practice

- On-Site Observation
- Changes to previously-accepted documentation
- Change orders that are not A/E-requested
- Coordination with Asbestos Abatement Contractors

APPLICABLE LAW

Unless otherwise specified, this agreement shall be governed by the laws of the State of Illinois.

2021.01.05 Terms and Conditions.JNG.wpd



t 312.440.2300
f 312.440.2303
www.baileyedward.com

35 East Wacker Dr
Suite 2800
Chicago, IL
60601-2308

Dana Brenner
Facilities Director
Champaign County
1776 East Washington Street
Urbana, IL 61802
Phone: 217-493-8547
e-mail: dbrenner@co.champaign.il.us

Date: February 1, 2021
RE: **Champaign County- Various Roof Replacements/Repairs**

Dear Dana,
The following constitutes Bailey Edward's proposal for Professional Services on the above referenced project.

Project Understanding

- 1. Overview: Bailey Edward proposes to provide design / bid documents, for the roof replacement / repairs at the following facilities:
 - Animal Control-replace metal roof
 - Courthouse-replace asphalt shingle roof system
 - Highway Salt Dome & Salt Brine Shed-replace asphalt shingle roof system
 - ILEAS-replace asphalt shingle roof system
 - JDC-replace metal coping system
 - METCAD/EMA-replace EPDM roof system
 - Physical Plant/Election Storage/Coroner-replace metal roof
 - Satellite Jail-replace metal coping system
 - Sheriff's Garage-replace metal roof

Roof cores will be done to determine the condition and depth of existing insulation and roofing systems where applicable. Metal roofs and coping will not be cored.

- 2. Project Design Team: Robin Whitehurst, Principal
 Karla Smalley, Project Manager / Architect

- 3. Budget: \$1,250,000.00 (Construction Budget)
- 4. Schedule: Multiple Bid Phases expected with all documents to bid in 2021
- 5. Documents Reviewed: As-Built Documents provided from County

responsive architecture



t 312.440.2300
 f 312.440.2303
 www.baileyedward.com

35 East Wacker Dr
 Suite 2800
 Chicago, IL
 60601-2308

Professional Services:

BASIC SERVICES Schematic Design
 Design Development
 Construction Documents
 Bidding and Permit (Fee allows for 3 separate bid phases)

ADDITIONAL SERVICES On-Site Observation
 Construction Administration
 Warranty Review

Deliverables 24" x 36" Drawings
 PDF copies of documents

Compensation

Based upon the *Project Understanding* and *Professional Services* above and upon the *Qualifications* section that follows, we propose professional service fees as follows:

BASIC SERVICES FEE

For the Basic Services defined in the *Professional Services* section above, we propose a hourly, not to exceed amount as follows:

Schematic Design	\$20,063	19%
Design Development	\$26,750	25%
Construction Documents	\$53,500	51%
Bidding and Permit	\$5,350	5%
	<hr/>	
	\$105,663	100%

REIMBURSABLE SERVICES

The cost for allowable reimbursable expenses for this project is estimated to be:

Roof Cores/ Contractor Assist (approx. 3 cores at 5 buildings)	\$3,500
Printing (estimate)	\$5,000
	<hr/>
	\$8,500

ADDITIONAL SERVICES FEE

If Champaign County chooses to initiate construction, the following fees for Additional Services defined in the *Professional Services* section above is as follows:

Construction Administration (basic service/flat fee)	\$28,088
Construction On-Site Observation (additional site visits/hourly fee)	\$8,000
Warranty Review (hourly fee)	\$2,500
	<hr/>
	\$38,588

responsive architecture



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EXCLUSIONS:

Printing of Bidding and Permit Sets Beyond allowance indicated above
Certification Services
Environmental Services
LEED Building Design
Record Drawings
Registration Services

QUALIFICATIONS

Eight (8) Client and User meetings are included.

Opinions of Probable Construction Cost will be provided at the 50% and 100% Document Submissions, two (2) total.

Three (3) total site visits for each site during construction by either the Project Manager, Project Architect, Construction Observer or Project Engineers are included in the Construction Administration fee.

Construction Administration and Construction Observation services will be provided for a maximum of one hundred eighty (**180**) days from award of contract to preferred bidder.

Respectfully Submitted,

Robin Whitehurst, Principal
312.789.4012
rwhitehurst@baileyedward.com

Karla Smalley
217.866.1973
ksmalley@baileyedward.com

responsive architecture



REIFSTECK REID

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

21JAN21

Mr Dana Brenner
Champaign County Facility Director
1776 E Washington Street
Urbana IL 61802

RE Roof Replacements
 Highway Building & ILEAS Buildings

Dear Mr Brenner:

The following constitutes our proposal for *Professional Services* on the above referenced project.

Project Understanding:

1. Overview:

The main priorities of this project are to design, bid, and replace roofing systems on the County Highway Building and the one-story portion of the ILEAS Building. These roofs were damaged by hail. The Architect will examine the roofs, discuss findings, produce construction documents for bidding, solicit bidders, and aid in administration of the contract for construction. The two roof will be bid and constructed as two separate projects.

2. Project Design Team:

Reifsteck Reid & Company Architects (architecture and interior design)

Charles Reifsteck Architect, Principal-in-Charge
Dan Wakefield Architect, Project Architect

3. Budget:

Preliminary Construction Budget is \$1,250,000. Architect shall provide a Statement of Probable Construction Cost for review.

4. Schedule:

To be determined mutually between architect and Champaign County.

Professional Services:

1. Basic Services:

Project Phases: Construction Documents, Bidding, Construction Phases.

2. Supplemental Services:

Additional On-Site Observation during construction.

Compensation:

Based upon the *Project Understanding* and *Professional Services* above and upon the Qualifications section that follows, we propose professional service fees as follows:

1. Basic Services FEES

For the Basic Services defined in the *Professional Services* section above, we propose a **FIXED FEE** of **\$101,250.00** payable according to the following breakdown of total compensation:

Construction Documents Phase	\$75,900.00	75%
Bidding Phase	\$5,100.00	5%
Construction Administration Phase	\$20,250.00	20%

**Construction Administration
Discipline**

Total # Visits

Architectural or General Work 2 trips per month during construction

NOTE - Any onsite services beyond those listed above will be represented in Supplemental Services for Onsite Observation.

2. Construction On-Site Services

For the following Services defined in the *Professional Services* section above, we propose compensation at an **HOURLY NOT TO EXCEED** amount of **\$5,000.00** payable according to the following breakdown of total compensation:

<u>On-Site Services Discipline</u>	<u>Estimated Total Hours</u>	<u>Value</u>
Architectural or General Work	40 hours	\$5,000.00
Total Onsite Observation		\$5,000.00

3. Reimbursable Expenses

Reimbursable expenses for this project will be invoiced. Costs for services provided by others will be marked-up twenty percent. Anticipated expenses: Roofing test cuts, roof access via lift, printing of documents for submission and bidding, cost of mailing/delivery of documents.

Qualifications:

1. Hazardous materials inspection, abatement, monitoring is not included in this Agreement. This service will be required.
2. Record drawings of the buildings are available for Architect's use.

Respectfully submitted,



Charles R Reifsteck
President
Reifsteck Reid & Company Architects