

County Board Agenda Items

- 1. IGW Contract to Prepare Design/Build RFP for Coroner Office/County Storage Facility**
Agenda Item XI.B.1 under Facilities
Pages 1-4
- 2. Revised Resolution No. 7384 Emergency Budget Amendment #10-00058**
Agenda Item XI.C.3 under Finance
Page 5
- 3. Revised Resolution No. 7389 Emergency Budget Amendment #10-00055**
Consent Agenda Item D.3 under Finance
Page 6

ISAIXEN GLERUM WACHTER . LLC

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URBANA, ILLINOIS 61801 F / 217 328 1401



File: 1035R

June 18, 2010

Mr. Alan Reinhart, Facilities Director
Champaign County Administrative Services
Brookens Administrative Center
1776 E. Washington
Urbana, IL 61802

Re: Design-Build Delivery Consultation
New Champaign County Storage Building
Urbana, Illinois

Dear Alan:

In response to your request, IGW Architecture (IGW) is pleased to submit the following proposal for professional services in connection with the referenced project. We understand that the County would like IGW to assist in the development of a Design-Build Request for Proposal and provide other services relating to the design-build delivery of a new building located on the County's east campus. The new facility will provide space for the Coroner, the County Clerk Election Storage Area, and other County storage and maintenance shop needs. It is anticipated that the building will be a pre-engineered structure approximately 23,000 square feet in area. The necessary site development including utility/building service extensions, drives, parking, etc. will be included as part of the project. It is our further understanding that the County would like to develop, issue, receive, and evaluate RFP's such that the project can be approved by the Board in October 2010.

SCOPE OF SERVICES

Based on the understanding above and meetings with the County, IGW Architecture proposes to provide the following professional architectural and engineering services as outlined below:

1. Collect/review Owner's available background information pertinent to the scope of services.
2. Perform a cursory review of zoning, code, and other regulatory requirements as they may apply to the project.
3. Based on the program document and other information provided by the County, develop preliminary site and floor plans that will be included in the RFP and provide the Designer-Builder with conceptual direction for the project. IGW will work with designated County representatives to develop, review and approve the plans (2 review meetings included).
4. Develop preliminary scope of work description(s) and outline specifications that will be included in the RFP and provide the Designer-Builder with further definition of the expected site and building development including the various materials, systems and equipment.
5. Generally assist the County in developing language to be included in the RFP including specific language that causes the Designer-Builder to be responsible for utility, topographic, and boundary survey work, geo-technical exploration (soil borings), and testing required for design and construction. Note also that selection criteria should be carefully written so the County has a basis for accepting the proposal deemed most favorable to their overall interest (2 review meetings included).

6. Prepare for and attend a pre-RFP meeting and assist the County with the development and issuance of any addenda during the proposal period (Includes 1 meeting).
7. Assist the County in the review, and evaluation of the Design-Build proposals (includes 1 meeting).

COMPENSATION

For Tasks 1-7 above, we propose compensation on an hourly basis according to the attached rate schedule with a total cost not-to-exceed \$13,300.00 with payments made monthly based on the actual hours expended. In addition to the compensation above, IGW shall be reimbursed at 1.0 x cost for normal out-of-pocket expenses (none expected) in the interest of the project. For any services requested that are in addition to those outlined in Items 1-7 above, IGW will request additional compensation on an hourly basis in accordance with the rate schedule.

We will employ a structural and mechanical-electrical engineer of our choice for portions of this work and have included their fees in our total. It can be assumed that IGW and their selected Consultants will not participate on any Design-Build teams responding to the County RFP.

If this letter accurately reflects the needed services at this time and the attached terms and conditions meet with your approval, consider this letter to be our working agreement. Please sign and return one copy for our files.

Thanks Alan for this opportunity. If you need any further information or have questions, do not hesitate to call.

Sincerely:

IGW Architecture



Riley D. Glerum AIA
Principal/CEO

Att: IGW Rate Schedule
IGW Conditions of Agreement

ACCEPTED _____ DATE _____



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Principals	\$ 135 - 160
Project Architect 1	\$ 100 - 135
Project Architect 2	\$ 90 - 100
Architect/Designer 1	\$ 80 - 90
Architect/Designer 2	\$ 70 - 80
Architect/Designer 3	\$ 60 - 70
Construction Observer.....	\$ 75 - 135
Administrative/Accounting	\$ 75 - 95
Clerical/Data Processing	\$ 50 - 60
Reimbursables.....	@ Cost x 1.1
Consultants.....	@ Cost
Mileage Rate50 cents/mile

Effective 1 January 2010

IGW CONDITIONS OF AGREEMENT

1. **STANDARD OF CARE** – The Architect 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.
2. **CONFIDENTIALITY** – The Architect 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 Client as confidential.
3. **DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS** – All original drawings, specifications, electronic data and other documents are instruments of the Architect's service for use solely with respect to this project and shall remain the property of the Architect. The Client shall be permitted to retain copies including reproducible copies of the Architect's documents for information and reference in connection with the client's use and occupancy of the project. Owner's reuse of documents generated by this Agreement shall only be permitted by written approval from the Architect.
4. **SURVEYS/TESTS** – The Architect shall recommend to the Client the appropriate investigation, surveys, tests, analyses and reports to be obtained as necessary for the proper execution of the Architect's services.
5. **AUTHORITY AND RESPONSIBILITY** – The Architect shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
6. **RESPONSIBILITY FOR CONSTRUCTION COST** – It is recognized that neither the Architect nor the Client 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 Architect 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 Architect.
7. **INSURANCE** – The Architect shall maintain comprehensive general liability and professional liability insurance coverage and the Architect's employees are covered by Workers Compensation Insurance. Certificates of Insurance can be provided to the Client upon written request. The Architect shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions.
8. **LIMITATION OF LIABILITY** – Neither the Architect, the Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement or of Twenty-Five Thousand Dollars (\$25,000.00), whichever is less, by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.
9. **HAZARDOUS MATERIALS** – The Architect and the Architect'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 client 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 client to advise the Architect (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the client.
10. **CLIENT'S CONSULTANTS** – Contracts between the Client and Client's consultants shall request the consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless the Architect, Architect's Consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.
11. **REMODELING AND RENOVATION** – For Architect's services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which the Architect may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, the Architect shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless the Architect, the Architect's Consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.
12. **AMENDMENTS** – This Agreement may be amended only by written documentation signed by both the Architect and Client.
13. **TERMINATION** – This Agreement may be terminated by either party upon written notice and the Architect will be paid only for those services and costs incurred to date of termination.
14. **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.

RESOLUTION NO. 7384

EMERGENCY BUDGET AMENDMENT

June 2010

FY 2010

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the FY2010 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the FY2010 budget.

Budget Amendment #10-00058

Fund 080 General Corporate
Dept. 043 Emergency Management Agency

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
544.32 Other Equipment	\$140,149
Total	\$140,149
Increased Revenue:	
331.79 Homeland Security-State Homeland Security Program	\$140,149
Total	\$140,149

REASON: EOC update equipment grant funds for 2010.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of June, A.D. 2010.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7389

BUDGET AMENDMENT

June 2010

FY 2010

WHEREAS, The Finance Committee has approved the following amendment to the FY2010 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2010 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2010 budget.

Budget Amendment #10-00055

Fund 080 General Corporate Fund
Dept. 141 State's Attorney Support Enforcement

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

511.03 Regular Full-Time Employees		<u>\$5,060</u>
	Total	\$5,060

Increased Revenue:

331.25 HHS-Child Support Enforcement TTL IV-D		\$3,340
334.41 Illinois Dept of Healthcare and Family Services		<u>\$1,720</u>
	Total	\$5,060

REASON: This revenue neutral amendment is to replace spending authority that was used to pay out benefit accrual of retiring employee, Wynemia Lindsey. This department is completely funded through an intergovernmental agreement with the Illinois Department of Healthcare and Family Services and the Champaign County State's Attorney's office.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of June A.D. 2010.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board