



see file

June 26, 2009

JN Gleason, PE
Chief Executive Officer

JW Aquino, AIA
President

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Executive Vice President

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GW Gaither, CET
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DB White, CDT/CCCA

Mr. Dennis Inman
Administrator of Facilities Management and Procurement
Champaign County Administrative Services
1776 East Washington St.
Urbana, IL 61802

**SUBJECT: 6430 Energy Reduction
Grant Opportunities
Proposal to Provide Engineering Services**

Dear Denny:

This is submitted per our June 2, 2009 discussion.

It is our understanding the County is interested in applying for grant dollars that would be spent increasing the energy efficiency of four specific County Facilities:

Courthouse.
Sheriff's Office (204 East Main).
Brooken's Administrative Center.
Animal Shelter.

County Staff has already done a fair amount of "leg work" on the potential to retrofit occupancy sensors to control interior room lighting in the Courthouse. In addition, a complete inventory of all interior lighting at the Courthouse has been prepared by County Staff to evaluate the potential to reduce energy consumption by reducing the number of lamps and concomitant electricity usage.

To date, no lighting or occupancy sensor inventories have been conducted by Staff at Brookens or at the Sheriff's Office. It is our understanding County Staff will conduct such inventories and forward them to us in a spreadsheet format similar to the Courthouse.

To address the potential for de-lamping, County Staff will measure illumination levels in all spaces in the first three facilities. These measurements will be provided to us either on CAD floor plans or in spreadsheet format correlated with CAD floor plans.

A review of the DCEO grant program reveals incentive dollars are also available to assist in funding conservation measures such as:

- Chiller replacements (with more efficient units).
- Variable speed motor drives.
- Motor replacements (with more efficient motors).

DCEO incentive dollars can be obtained through "Standard Incentive" or "Custom Incentive" programs. It appears that Custom Incentive Programs could encompass things like demand-controlled ventilation, enthalpy-controlled free cooling, chilled water reset and other improvements that will save considerable energy over the years with no difference in occupant comfort.

We also have in hand information on the recently passed American Recovery and Reinvestment Act which is part of the federal stimulus program. Applications are due in mid-August, 2009.

The stimulus program appears to offer more funding opportunities at the cost of considerably more paperwork. At this point, no one has any experience with this new program and the exact amount of time we'd spend on such an effort is unknowable.

GHR will work with the County to identify energy conservation measures and the cost of those measures, to estimate the energy savings resulting from those measures and to assist the County in making application for funding. We will need energy costs for each building. We will walk each building with County Physical Plant Staff to identify and discuss the various systems so they can be analyzed for savings potential.

We propose doing this at standard hourly rates with total billing Not-To-Exceed \$35,500.

Note this would not include preparation of bidding documents for construction.

We will invoice our time at standard hourly rates of 2.50 times Direct Personnel Expense for all employees except Principals who will be invoiced at the flat rate of \$160 per hour. For this project I will be the only Principal involved. We do not anticipate any reimbursable expenses for this effort.

Mr. Dennis Inman

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June 26, 2009

To assure an understanding of our mutual responsibilities, we have attached Terms and Conditions dated June 26, 2009. Note that should the County be awarded grants for the identified work items a new agreement will need to be negotiated for those services.

This letter is submitted in duplicate. If this is acceptable to you please sign and return one copy, retaining one copy for your files.

By:

Accepted By:



James N. Gleason, P.E.
GHR Engineers and Associates, Inc.



Printed Name Debra Bussey
Title County Administrator
County of Champaign

JNG/smh

Attachment

June 26, 2009

GHR No. 6430

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 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" means the actual expenses incurred directly or indirectly in connection with the services including but not limited to the following: Reproduction or printing and outside consultants.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

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.

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.

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 on an hourly basis 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.

BASIC SERVICES

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

- Identify energy conservation measures and the cost of those measures.
- Estimate energy savings resulting from those measures.
- Assist the County in making application for funding.

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:

- Changes to previously-accepted documentation
- Analyzing buildings other than those included in this Agreement.

APPLICABLE LAW

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

062609 Terms and Conditions.JNG.wpd

January 22, 2010

JN Gleason, PE, LEED AP
Chief Executive Officer

JW Aquino, AIA
President

JE Ramshaw, Sr, PE
Executive Vice President

KM Siuts
Secretary-Treasurer

Associates

RL Corley, LEED AP
BC Finet, PE, LEED AP, QCP
GW Gaither, CET
TL Hinton, EIT, LEED AP
LR Kienzler, PE
DB White, CDT/CCCA

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

SUBJECT: Champaign County
6430 Sheriff's Office
6485 Chiller Replacement
Fee Modification

Dear Alan:

This is submitted per your January 13, 2010 request. This is intended to be a modification to our June 26, 2009 agreement with the County. That agreement provides GHR engineering assistance for the investigation of energy grant opportunities. That proposal covered four buildings and was hourly with a not-to-exceed limit of \$35,500.

We ultimately reviewed six buildings rather than four. At this point in time we have completed the tasks outlined in the June 26, 2009 agreement. As of January 9, 2010 we have expended \$26,142.95 of the \$35,500 NTE figure.

That leaves \$9,357.05 available to fund the chiller replacement. It's clear that isn't enough for the whole chiller project. Attached are budget calculations for phase 1, 2 and 3. It is assumed phase 1 will be undertaken and not phases 2 and 3. Based on that assumption the fee for phase 1 by itself would be as follows:

Basic Fee (11%)	\$17,427
Early Bid Package	<u>\$871</u>
Adjusted Basic Fee (Fixed)	\$18,298

We anticipate reimbursable expense allowances as follows:

Structural Engineering Analysis (to be done under subcontract to GHR on an hourly basis)	\$2,500
Printing	\$500
Advertising	\$300
Onsite Construction Observation (provided by GHR on an hourly basis)	<u>\$2,500</u>
Total	\$5,800

Then the total potential obligation to GHR would be \$24,098 with \$18,298 being fixed and expenses incurred on an as-needed basis up to \$5,800 more.

We propose formally closing the original energy grant project fee at a dollar amount of \$26,142.

We propose to provide design, bid and contract administration of the chiller replacement project for a fixed fee of \$18,298.

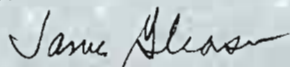
We propose a reimbursable expense allowance of \$5,800 be allocated to the chiller replacement project.

At a total of \$24,090 this will require an increase in the original NTE of \$14,733 to \$50,232. In other words, the new NTE will be \$50,232.

Attached is a revised version of the June 26, 2009 Terms and Conditions. We've added paragraphs related to actual construction and highlighted them for your reference.

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

By:



James N. Gleason, P.E.
GHR Engineers and Associates, Inc.

Accepted By:



Printed Name C. Pius Weibel
Title County Board Chair
County of Champaign

JNG/smh

Attachments:

Terms and Conditions
Budget Recaps

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 (for the scope of services as defined in the agreement) 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" means the actual expenses incurred directly or indirectly in connection with the services including but not limited to the following: Reproduction or printing and outside consultants.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

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.

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.

PHASED CONSTRUCTION

The development of multiple construction phases and / or multiple sets of bid packages will be grounds for an equitable adjustment of the Engineers basic fee if such fee was negotiated on the basis of a single phase of construction or a single set of bid packages.

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 on an hourly basis 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.

BILLING INFORMATION

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

Design development	35%
Contract documents	40%
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.

BASIC SERVICES

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

- Study
- Identify energy conservation measures and the cost of those measures.
- Estimate energy savings resulting from those measures.

- Assist the County in making application for funding.
- Chiller Replacement work at the Sheriff's Office.
- Construction Documents
- Bidding Assistance
- Construction Administration
- On-Site Observation

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:

- Obtaining Permits
- Special Consultants (structural engineer)
- As Built Drawings
- O&M Manuals
- On-Site Observation
- Changes to previously-accepted documentation
- Change orders that are not A/E-requested
- Analyzing buildings other than those included in this Agreement.

APPLICABLE LAW

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