

**County Board
January 21, 2010**

**XI. Standing Committee Reports
A. County Facilities**

**1 – Amendment to Contract with GHR Engineers
& Associates, Inc for Chiller Replacement at
Downtown Correctional Center**

**This document accompanies Resolution No. 7242
in the County Board agenda packet.**

January 15, 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, QCCP
GW Gaither, CET
TL Hinton, EIT, LEED AP
LR Kienzler, PE
DB White, CDT/CCA

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:

Accepted By:

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

Printed Name _____
Title _____
County of Champaign

JNG/smh
Attachments:
Terms and Conditions
Budget Recaps

January 14, 2010

GHR No. 6485

Sheriff's Office Chiller Replacement
Champaign County Courthouse
Urbana, Illinois

Budget Recaps

	Phase 1	Phase 1 Plus Phase 2	Phase 1 Plus Phase 2 Plus Phase 3
Construct Cost Estimate	\$144,000	\$293,000	\$371,000
Design Contingency (5%)	\$7,200	\$14,600	\$18,500
Bid Contingency (5%)	\$7,200	\$14,600	\$18,500
Subtotal	\$158,400	\$322,200	\$408,000
A/E Basic Fee (11%)	\$17,424	\$35,442	\$44,880
Early Package Fee	\$871	\$871	\$871
Reimbursables (Allowances)			
Structural Engineer	\$2,500	\$2,500	\$2,500
Printing	\$500	\$500	\$1,000
Advertising	\$300	\$300	\$300
Site Observation	\$2,500	\$4,500	\$5,500
Construction Contingency	\$11,905	\$29,187	\$37,749
Total Project Cost	\$194,400	\$395,500	\$500,800

JNG/smh

011410 Budget Recaps.JNG.wpd

June 26, 2009
Revised January 14, 2010

GHR No. 6430 / 6485

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, forms 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.

062609 Revised Terms and Conditions JING.wpd

**County Board Addendum Revised Document
January 21, 2010**

**XI. Standing Committee Reports
B. Finance**

**9 – Resolution No. 7268 Designating the County of
Champaign as a Recovery Zone & Allocating
Recovery Zone Economic Development Bond
Volume Cap**

**This document is a revised version replacing the
resolution in the County Board addendum packet.**

RESOLUTION NUMBER 7268

RESOLUTION designating The County of Champaign, Illinois, as a recovery zone and allocating recovery zone economic development bond volume cap received by said County.

* * *

WHEREAS, in order to assist state and local governments in financing capital projects at lower borrowing costs and to stimulate the economy and create jobs, on the 17th day of February, 2009, President Obama signed the American Recovery and Reinvestment Act of 2009 (the "*Stimulus Act*") which Stimulus Act authorizes, *inter alia*, the issuance of "build America bonds" for the payment of capital expenditures; and

WHEREAS, if such bonds meet certain conditions as set forth in the Stimulus Act, "build America bonds" are eligible for a direct payment by the United States Treasury (the "*Treasury*") to the issuer of thirty-five percent (35%) of the interest coming due thereon, thereby affording potential economic benefits to the issuer of such bonds; and

WHEREAS, a bond that qualifies as a "build America bond" under the Stimulus Act may further qualify to be designated as a "recovery zone economic development bond;" and

WHEREAS, bonds which are designated at or prior to their issuance by the issuer as "recovery zone economic development bonds" are eligible for a direct payment by the United States Treasury to the issuer of forty-five percent (45%) of the interest coming due thereon instead of the thirty-five percent (35%) otherwise payable; and

WHEREAS, pursuant to the Stimulus Act the proceeds of recovery zone economic development bonds must be used to pay for one or more "qualified economic development purposes" in a "recovery zone" designated by the issuer, each as defined in the Stimulus Act; and

WHEREAS, "qualified economic development purposes," as defined in the Stimulus Act, include expenditures for public infrastructure and construction of public facilities; and

WHEREAS, “recovery zone” is defined in the Stimulus Act as an area (i) designated by the issuer as having significant poverty, unemployment, rate of home foreclosures or general distress, (ii) which has been designated by the issuer as economically distressed by reason of military base closure or realignment pursuant to the Defense Base Closure and Realignment Act of 1990, or (iii) which designation as an empowerment zone or a renewal community is in effect; and

WHEREAS, the County Board (the “*Board*”) of The County of Champaign, Illinois (the “*County*”), is generally familiar with the conditions now extant in the County; and

WHEREAS, the Board does hereby determine that the County has experienced and is now experiencing significant poverty, unemployment, rate of home foreclosures and general distress (being, generally, the “*Recovery Zone Conditions*”), with a resulting decline of the County which impairs the value of private investments and threatens the sound growth of the County and threatens the health, safety, morals and welfare of the public; and

WHEREAS, the Stimulus Act further requires that recovery zone economic development bonds can be issued by a State or unit of local government pursuant to an allocation by the Secretary of the Treasury (the “*Secretary*”) of a portion of a nationwide volume limitation; and

WHEREAS, a State or unit of local government that receives a portion of the nationwide volume cap may allocate all or a portion of such volume cap to ultimate beneficiaries, in any reasonable manner such State or unit of local government shall determine in good faith, to be used for qualified economic development purposes under the Stimulus Act; and

WHEREAS, the Secretary has heretofore awarded the County an allocation of \$2,349,000 for recovery zone economic development bonds (being the “*Recovery Zone Economic Development Bond Allocation*”); and

WHEREAS, the Board hereby deems it advisable, necessary and in the best interests of the County that the County allocate the Recovery Zone Economic Development Bond Allocation to the school districts listed on *Exhibit A* attached hereto (collectively, the “*School Districts*”) to be used for qualified economic development purposes under the Stimulus Act:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the County Board of The County of Champaign, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Recovery Zone Designated. The Board hereby designates the County as a recovery zone for all purposes of and as provided in the Stimulus Act.

Section 3. Recovery Zone Economic Development Bond Allocation. The Board hereby allocates the Recovery Zone Economic Development Bond Allocation to the School Districts to be used for qualified economic development purposes under the Stimulus Act, with provision for reverter of all or a portion of such Recovery Zone Economic Development Bond Allocation to the County. A breakdown of the Recovery Zone Economic Development Bond Allocation among the School Districts is set forth in *Exhibit A*.

Section 4. Reverter of Allocation. The allocation of the Recovery Zone Economic Development Bond Allocation by the County to the School Districts shall expire on July 1, 2010. After such date, any Recovery Zone Economic Development Bond Allocation which remains unused by the School Districts shall revert to the County.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer and Effective Date. All resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed, and that this Resolution be in full force and effect forthwith upon its adoption.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: January 21, 2010

APPROVED: January 21, 2010

Chairman, County Board
The County of Champaign, Illinois

Recorded In County Records: January 21, 2010.

ATTEST:

County Clerk, The County of Champaign, Illinois

After a full and complete discussion thereof, County Board Member _____ moved and County Board Member _____ seconded the motion that said resolution be adopted.

The Chairman directed the County Clerk to call the roll for a vote upon the motion to adopt said resolution.

Upon roll call, the following County Board Members voted AYE: _____

_____.

The following County Board Members voted NAY: _____

Whereupon the Chairman declared the motion carried and said resolution adopted, and in open meeting did approve and sign said resolution and did direct the County Clerk to record the same in full in the records of the County Board of The County of Champaign, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

County Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois (the “*County*”), and that as such official I am the keeper of the records and files of the County Board of the County (the “*County Board*”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the County Board held on the 21st day of January, 2010, insofar as the same relates to the adoption of a resolution numbered _____ and entitled:

RESOLUTION designating The County of Champaign, Illinois, as a recovery zone and allocating recovery zone economic development bond volume cap received by said County.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the County Board at said meeting were conducted openly, that all votes taken at said meeting were taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the County Board at least 48 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the County Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the County Board in the conduct of said meeting.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this 21st day of January, 2010.

County Clerk

(SEAL)

EXHIBIT A

<u>SCHOOL DISTRICT</u>	<u>RECOVERY ZONE ECONOMIC DEVELOPMENT BOND ALLOCATION</u>
Fisher CUSD #1	\$ 89,262
Champaign CUSD #4	1,338,930
Urbana SD #116	587,250
Rantoul City Schools #137	220,806
Rantoul Twp. H.S. #193	112,752
Total	<u>\$2,349,000</u>

MINUTES of a regular public meeting of the County Board of The County of Champaign, Illinois, held in the Lyle Shields Meeting Room in the Brookens Administrative Center, 1776 East Washington, Urbana, Illinois, in said County at 7:00 P.M. on the 21st day of January, 2010.

The Chairman of the County Board called the meeting to order and directed the County Clerk to call the roll.

Upon the roll being called, the Chairman, C. Pius Weibel, and the following County Board Members were physically present at said location: _____

The following County Board Members were allowed by a majority of the members of the County Board in accordance with and to the extent allowed by rules adopted by the County Board to attend the meeting by video or audio conference: _____

No County Board Member was not permitted to attend the meeting by video or audio conference.

The following County Board Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

* * *

The Chairman announced that the next item of business before the County Board was the consideration of a resolution (i) designating the County as recovery zone and (ii) providing for the allocation of recovery zone economic development bond volume cap received by the County.

Whereupon County Board Member _____ presented and the County Clerk read by title a resolution as follows, a copy of which was provided to each County Board Member prior to said meeting and to everyone in attendance at said meeting who requested a copy: