



JW Aquino, AIA  
President January 6, 2021

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JN Gleason, PE, LEED AP  
Vice President

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Associates  
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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.

Mr. Dana Brenner

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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

JNG/smh



Typed Name Darlene A. Kloepfel  
Title County Executive  
Date 2-22-21

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

January 6, 2021

GHR No. 7321

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