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January 6, 2021

Revised January 26, 2021

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.

Mr. Dana Brenner

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January 26, 2021

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.

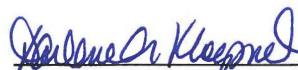
To assure an understanding of our mutual responsibilities, we have attached Terms and Conditions dated January 6, 2020.

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 Darlene A. Kleppel
Title County Executive
Date 2-23-21

JNG/smh
Attachments:
Budget
Terms and Conditions

February 28, 2020
Revised January 5, 2021
Revised January 26, 2021

GHR No. 7253

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

CHAMPAIGN COUNTY PHYSICAL PLANT

1776 EAST WASHINGTON STREET, URBANA, ILLINOIS 61802-4581

FACILITIES & GROUNDS MANAGEMENT SERVICES

DANA BRENNER, FACILITIES DIRECTOR



Letter of Understanding

This Letter of Understanding (the "Letter") is made on 2-22-21, by and between Champaign County, of 1776 E. Washington, Urbana, Illinois 61802 (hereinafter referred to as "the County") and GHR Engineers and Associates, Inc., of 1615 South Neil Street, Champaign, Illinois 61820 (hereinafter referred to as "GHR") (collectively the "Parties") for the purpose of achieving the various aims and objectives relating to RFQ #2020-004 for engineering services ("the RFQ").

WHEREAS the County and GHR desire to enter into an agreement in which the County and GHR will work together to complete the various projects named in the RFQ and that may arise during the term of this agreement;

AND WHEREAS the County and GHR are desirous to enter into a Letter of Understanding between them, setting out the working arrangements that each of them agree are necessary;

Purpose

The purpose of this Letter is to provide the framework for any future binding contract regarding engineering services as outlined in the RFQ #2020-004 between the County and GHR.

Obligations of the Parties

The County and GHR acknowledge that no contractual relationship is created between them by this Letter, but agree to work together to ensure a high quality of engineering services at a competitive rate for the projects listed in the RFQ and others that might arise during the term of this agreement.

Cooperation

a. Services to be rendered by the County include:

The County agrees that GHR was selected through the RFQ process as the engineering firm that would the best meet the County's needs for engineering services for the term of January 1, 2021 to December 31, 2023. The County agrees to negotiate in good faith to reach agreement for engineering contracts for those projects and others that arise.

b. Services to be rendered by GHR include:

GHR agrees to provide engineering services at a competitive price for the projects listed in the RFQ and others as they arise for the term of January 1, 2021 to December 31, 2023. GHR agrees to negotiate in good faith to reach agreement for engineering contracts for those projects. GHR certifies that it is in compliance with all of the General Requirements and other requirements as set forth by the RFQ and applicable law and if it comes out of compliance it will notify the County within 10 days.

Liability

No liability will arise or be assumed between the Parties as a result of this Letter.

Dispute Resolution

In the event of a dispute between the Parties in the negotiation of any contract relating to a project, a dispute resolution group will convene consisting of the Chief Executive of GHR and the Director of Facilities for the County. The Parties will use their best efforts to reach an agreement. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither Party is obligated to enter into any binding contract to take on a project.

Term

The arrangements made by the Parties by this Letter shall remain in place from January 1, 2021 until December 31, 2023.

Notice

Any notice or communication required or permitted under this Letter shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Letter shall be construed in accordance with the laws of the State of Illinois.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein.

Severability

If any provision of this Letter is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Letter is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Incorporation of the RFQ and Other Agreements Superseded

This Letter incorporates the RFQ and constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Letters, whether written or oral.

Understanding


It is mutually agreed upon and understood by and among the Parties of this Letter that:

- a. Each Party will work together in a coordinated fashion for the fulfillment of the projects.
- b. In no way does this agreement restrict involved Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Party will participate in the development of the projects.
- d. Nothing in this Letter shall obligate any Party to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Parties of this Letter will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties involved and shall be independently authorized by appropriate statutory authority. This Letter does not provide such authority.
- e. This Letter is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Letter will be effective upon the signature of both Parties.

g. Any Party may terminate its participation in this Letter by providing written notice to other Party.

Signatories

This Agreement shall be signed on behalf of Champaign County by Darlene Kloeppel, County Executive, and on behalf of GHR Engineering by Lucas E. McGill PE. This Agreement shall be effective as of the date first written above.

By:  Date: 2-22-21
Champaign County
Darlene Kloeppel, its County Executive

By:  Date: 2-23-21
GHR Engineering
Lucas E. McGill PE, its Executive Vice-President