# COUNTY OF KANE

Christopher J. Lauzen Kane County Board Chairman

Rev. 05/2013



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Resolution No.:13-209

## **DOCUMENT VET SHEET**

for

Christopher J. Lauzen Chairman, Kane County Board

Name of Document: Elevator Installation and Fire Code Improvements  $\mathbf{3}^{\text{rd}}$  Street Courthouse

Submitted by:	Chris Rossman	Dept. Head Signature:	Start
Date Submitted:	July 10, 2013	Dept. Head Sign-off Date:	7/11/13
Examined by:	(Print name)	Gaelle.	JUL 1 1 2013  KANE COUNTY BOARD
ZONE DEFINITION			
Comments:			
qualified architect,	for designing additional	ental Resources Department requires life and safety improvements to the 3 <sup>rd</sup> enter into a contract per Resolution 13	Street Courthouse elevator. The Kane
Please notify the P	urchasing Office when C	Offer to Contract is ready to be picked	up or requires additional information.
Attachments: Reso	lution 13-209, Purchasir	ng Synopsis and Agreement.	2//
Chairman signed:	YESN	(Date)	8/5/2013
Document return	ed to: <u> </u>		agangganinas, minang til myyttiggi alan saan saan Anglaidh an arang agan

#### COUNTY OF KANE

## RESOLUTION NO. 13 - 209

## AUTHORIZING THE DESIGN OF ADDITIONAL LIFE AND SAFETY IMPROVEMENTS TO THE 3<sup>RD</sup> STREET ELEVATOR PROJECT

WHEREAS, on October 9, 2012 the Kane County Board approved Resolution 12-276, authorizing the construction of a new elevator at the 3<sup>rd</sup> Street Courthouse; and

WHEREAS, said elevator project as designed is not buildable due to additional life and safety building improvements required by the Geneva Fire Department; and

WHEREAS, the Administration Committee desires to pursue the termination of existing contracts approved and executed under Resolution 12-276 because the project as designed is not buildable as defined above, and to approve architectural design of the life and safety improvements required by the Geneva Fire Department, along with rebidding the entire redesigned elevator project with the required additional life and safety building improvements required by the Geneva Fire Department incorporated into the new design; and

WHEREAS, the cost to complete the architectural design of the additional life and safety improvements to the 3<sup>rd</sup> Street Courthouse are \$32,925.00; and

WHEREAS, adequate funds are available in Fund 500 for this expenditure, but a budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED by the County Board as follows:

Section 1. The facts and statements in the preamble to this Resolution are hereby found by the County of Kane to be true and correct and are hereby incorporated as part of the Resolution.

Section 2. The Kane County Board Chairman is hereby authorized to enter into a new contract with the Prairie Forge Group (formerly Williams Construction Management), 300 Cardinal Drive, Suite 160, St. Charles, II 60175 for \$32,925.00 (thirty two thousand nine hundred and twenty five dollars) for the architectural design of life safety improvements to the 3<sup>rd</sup> Street Courthouse, as required by the Geneva Fire Department, and working with the Purchasing Department, to rebid the redesigned project.

Section 3. The FY 13 Budget is amended as follows: 500-800-805-50150 Contractual/consulting services 500-800-000-39900 Cash on Hand

\$32,925.00

\$32,925.00

Line Item	Line item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
500-800-805-50150	Contractual/consulting services	No	Yes	N/A

Passed by the Kane County Board on June 11, 2013

John A. Cunningham Clerk, County Board Kane County, Illinois

Vote:

Yes

23

No

Voice <u>Ø</u>
Abstentions <u>Ø</u>

6Elevator

Christopher J. Lauzen Chairman, County Board Kane County, Illinois



STATE OF ILLINOIS COUNTY OF KANE

I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois

John A. Cunningham, Kane County Clerk

## **AGREEMENT**

Made this \_\_\_th day of June in the year Two Thousand and Thirteen (2013)

between

The Owner

County of Kane
719 S. Batavia Avenue, Building A
Geneva, Illinois 60134

and
Prairie Forge Group

Principal Office and Place of Business Located at <u>300 Cardinal Drive, Suite 160 St. Charles, IL 60175</u>
Hereinafter referred to as
("Construction Manager" or "CM")

For the following Project(s)

Elevator Installation and Fire Code Improvements 3<sup>rd</sup> Street Courthouse Geneva, Illinois

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## STANDARD CONDITIONS

#### 00 71 00 DEFINITIONS

1. Addendum. A supplement to the bidding documents, issued prior to the bid opening, for the purpose of clarifying, correcting or otherwise changing the bidding documents previously issued.

#### 2. Agreement means:

- A. Construction Management Services Agreement and Appendices
- B. Standard Documents for Construction for Projects with a Project Manager
- C. Design and Construction Manual
- D. Program Statement and/or Scope of Work Attachment
- E. Any Approved Modifications to the Agreement
- 3. Architect (A/E). Architect means a person who is licensed as an architect by the Department of Professional Regulation, State of Illinois.
- 4. Construction Manager (CM). The designated entity performing the Construction Management services for this project that was assigned by KANE COUNTY.
- Consultant. A consultant is any individual, firm, partnership, corporation or other entity that enters into an agreement with the CM firm contracting with KANE COUNTY for purposes of fulfilling, or assisting the CM in fulfilling the services required by this agreement between the CM and KANE COUNTY.
- 6. Direct Wage Expense (DWE). Actual hourly wages paid employees, exclusive of statutory and fringe benefits, personal and/or performance/profit bonuses.
- 7. Engineer. Engineer means a person who is licensed as a professional engineer or a structural engineer by the Department of Professional Regulation, State of Illinois.
- Final Acceptance. A condition which occurs when KANE COUNTY accepts the certification of the A/E and CM that the
  contractor has complied with all requirements of its contract, and that the contractor is authorized to receive final
  payment in full, including all retainage.
- 9. Modification. A modification is a written change order to a Construction Management services agreement.
- Project Manager (PM). KANE COUNTY will designate a PM for the project who shall be KANE COUNTY's primary
  representative in the administration of this agreement.
- 10. **Substantial Completion.** A condition which occurs when KANE COUNTY accepts the certification of the A/E and CM that construction is sufficiently complete in accord with the contract documents such that the project, or a designated portion thereof, may be occupied or utilized by the User for its intended purpose.
- User. Governmental entity benefiting from the project improvement that will be occupying and/or operating the facility, equipment, etc.
- 12. Work. The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## **00 72 25 KANE COUNTY RIGHTS AND RESPONSIBILITIES**

## 1. Project Manager.

- A. The CM will report to the PM. The assigned PM for KANE COUNTY is Tim Harbaugh.
- B. The PM shall be the liaison between the CM and the User. All correspondence between the CM and the User shall be communicated to the PM.
- 2. KANE COUNTY Review. KANE COUNTY shall have the right to review and accept the CM's submittals required as part of its design phase responsibilities for conformance with the provisions of this agreement and to require a written response to all questions raised regarding such services. KANE COUNTY's review and any acceptance of the CM's submittal does not relieve the CM of its responsibilities.
- 3. Interpretation of Agreement. KANE COUNTY shall have the authority to determine questions of fact that arise in relation to the interpretation of this agreement and the CM's performance hereunder. However, such determinations, except terminations of the contract, are subject to alternative dispute resolution (ADR) as described herein. Unless the parties agree otherwise, such determinations and/or mediation procedures shall not be cause for delay of the performance of this agreement. The CM shall proceed diligently with the performance of this agreement and in accordance with KANE COUNTY's decision whether or not the CM or anyone else has an active claim pending. Continuation of the performance of this agreement shall not be construed as a waiver of any rights accruing to the CM.
- 4. **Suspension.** KANE COUNTY may suspend this agreement upon written notice. With any suspension of at least 12 months, the agreement will be subject to renegotiation. The CM shall be paid for services performed prior to the suspension plus any reimbursable expenses then due.
- 5. Termination for Convenience. KANE COUNTY may terminate this agreement on 15 calendar days written notice to the CM for the best interest of the County of Kane. The CM shall deliver to KANE COUNTY all drawings, specifications, reports, models, electronic media and all such other documents to be prepared and furnished by the CM in the performance of services under this agreement, whether complete or in progress. The CM shall be compensated for services performed prior to the termination date plus any reimbursable expenses then due. The CM shall not be responsible for changes or additions made by others to any incomplete documents turned over to KANE COUNTY.
- 6. Termination for Cause. If the CM fails to perform any of its obligations under this agreement, KANE COUNTY may, after seven (7) calendar days from when the written notice was sent to the CM during which period the CM fails to perform such obligations, terminate the agreement. This shall be without prejudice to any other remedy KANE COUNTY may have. KANE COUNTY may deduct from the payments then or thereafter, due the CM, the cost of correcting such deficiencies with a successor CM and, including, but not limited to, the cost of additional A/E and/or CM services made necessary by such failure to perform. KANE COUNTY may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the CM. If KANE COUNTY's expenses in completing the agreement exceed the unpaid balance or the agreement sum, the CM shall pay the difference to KANE COUNTY.
- 7. CM Performance Evaluations. KANE COUNTY will evaluate the performance of the CM at the completion of the design and construction phases or as deemed appropriate. KANE COUNTY may also request the User or contractors to evaluate the CM. The CM has the right to review and respond to its performance evaluations.
- 8. Non Performance. KANE COUNTY reserves the right to recover from the CM all or a portion of the costs associated with a Change Order due to the CM's failure to perform services as required by the Agreement. Recovery costs shall not be considered until such time as the CM's failures to perform their services exceed 2% of the value of the cost of the work, unless a change order is a result of an egregious failure.

Elevator Installation and Fire Code Improvements to: 3rd Street Courthouse, Geneva, IL

Project No: 17-012B: Construction Management Services Agreement

Between the County of Kane and Prairie Forge Group

#### 00 72 26 CM'S RIGHTS AND RESPONSIBILITIES

- 1. **CM's Principal in Charge.** The CM shall designate a principal in charge for the agreement. KANE COUNTY shall address all questions and concerns about this agreement and the CM's performance of its duties of the agreement to the CM's principal in charge. The principal in charge is **Thomas M. Tristano, AIA.**
- 2. Federal, State and Local Laws. All applicable Federal, State and Local laws and the rules and regulations of all authorities having jurisdiction over the design of the project shall apply to the agreement throughout, and they will be deemed to be included in the contract the same as though written therein in full.
- 3. Legal Responsibility. Notwithstanding any other provision herein, the CM shall perform all of its services in conformity with the standards of reasonable care and skill customarily observed by the applicable profession. The CM shall be responsible for the performance of persons retained by the CM and states that its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to properly perform their duties.
- 4. **CM's Consultants.** The CM shall employ, and be contractually responsible for, all consultants necessary for the performance of the services herein described and required to complete the project scope. Professional consultants shall be pre-qualified in their respective professions with KANE COUNTY. The CM shall complete and submit Appendix B to the agreement listing all consultants to be used on the project.
- 5. **Construction Supervision.** The CM shall not be responsible for construction means, methods, techniques, sequences, or procedures in conjunction with the project or work thereon.
- 6. **Safety.** The CM is responsible for reviewing the safety programs of each of each contractor for conformance with state and federal policy and for implementing improvements to ensure said safety conformance is achieved. CM will report any known safety issues to KANE COUNTY immediately.
- 7. **Contractor Performance Evaluation.** The CM will, at the completion of construction and as requested by the PM, prepare an evaluation of the A/E's performance and of each contractor's performance.
- 8. **Defaulting Contractor.** The CM, in the event of default by any contractor, agrees to work in concert with KANE COUNTY and the surety for the defaulted contractor to ensure completion of the contract. The CM may be entitled to additional compensation for services provided in assisting KANE COUNTY in completion of the defaulted contract.

#### 00 72 60 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- 1. General. In the event of disputes or conflicts between the contracting parties, KANE COUNTY will solely resolve the matter and its decision will prevail unless otherwise removed to the Court of Claims or a court of competent jurisdiction.
- In the event any dispute or claim, related to construction or the contracts, should arise between any of the parties to this agreement or any of the parties holding a contract with KANE COUNTY for the project, each party agrees to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. The parties shall consider litigation as a last resort. To this end, the parties agree to take affirmative steps to communicate effectively, to keep lines of communication open and to handle all disputes in a reasonable and businesslike manner.

#### **00 72 80 GENERAL PROVISIONS**

- 1. Governing Law. This agreement shall be governed by the laws of the State of Illinois.
- 2. Severability of Clauses. It is agreed that the illegality or invalidity of any term or clause of this agreement shall not affect the validity of the remainder of this agreement, and the agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.
- 3. Waiver of Breach. The waiver by either party of any breach of this agreement shall not constitute a waiver as to any other breach.

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Elevator installation and Fire Code Improvements to: 3rd Street Courthouse, Geneva, IL

Project No: 17-012B: Construction Management Services Agreement

Between the County of Kane and Prairie Forge Group

- 4. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by certified mail, return receipt requested, to the last known business address of the recipient.
- 5. **Obligations Survive.** The obligations or duties imposed upon the CM under the agreement shall survive any termination or closeout of the agreement.
- 6. Successors and Assigns. KANE COUNTY and the CM each binds itself, its partners, successors and assigns and legal representative to other party hereto and the partners, successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.
- 7. **Independent Contractor.** The CM is an independent contractor and in providing its services under this agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of the agreement.
- 8. Work of other Professional Service Firms and Contractors. KANE COUNTY reserves the right to execute other agreements in connection with the project.
- 9. Indemnification. The CM hereby agrees to indemnify, keep and save harmless KANE COUNTY, the User and their respective board members, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorneys' fees which are the result of an error, omission or negligent act of the CM or any of its employees or agents arising out of or resulting from the performance of service under this agreement, except where such is due to the active negligence of the party seeking to be indemnified. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.
- 10. Non-Assignment. The CM acknowledges that KANE COUNTY is induced to enter into this agreement by, among other things, the qualifications of the CM. The CM agrees that neither this agreement nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of KANE COUNTY.
- 11. Fair Employment Practice. The CM agrees in performing this agreement to comply with all statutory employment requirements, including, but not limited to, the provisions of the "illinois Human Rights Act" (775 ILCS 5/1-101 et seq.) and "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex or national origin in employment under contracts for public buildings or public works" (775 ILCS 10/1 et seq.).
- 12. **Record Keeping.** In accordance with 30 ILCS 505/6(I), the CM shall maintain, for a minimum of five (5) years after the completion of the agreement, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the agreement. These records shall be available for the review and audit by the County. The CM agrees to cooperate fully with any such audit and shall provide full access to all relevant materials. Failure to maintain the records required by this provision shall establish a presumption in favor of the County for the recovery of any funds paid by the County under the agreement for which adequate records are not available, through some fault of the CM, to support their purported disbursement.
- 13. Right to Audit. KANE COUNTY shall have the right to have access to and audit all of the CM's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this contract, or to the performance of this contract, throughout the term and for a period of five years after payment. In addition, KANE COUNTY or its authorized representative shall have access to the CM's facilities and all documents and records necessary to adequately audit the performance, including documents unrelated to this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- 14. Confidentiality. The CM shall keep all information concerning the project confidential, except for communications incident to completion of the project between the KANE COUNTY, the CM, User, and the assigned contractors, and their independent subcontractors, suppliers, and sub-consultants, and except for publicity approved by KANE COUNTY and communications in connection with filings with governmental bodies having jurisdiction over the design and construction of the project.

Elevator Installation and Fire Code Improvements to:

Project No: 17-012B: Construction Management Services Agreement

Between the County of Kane and Prairie Forge Group

3rd Street Courthouse, Geneva, IL

15. Cooperation with KANE COUNTY's Consultants. The CM agrees to cooperate with any consultant retained by KANE COUNTY, but the CM shall not be contractually responsible for such consultants.

#### **00 73 18 INSURANCE REQUIREMENTS**

- 1. Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing.
- CM is required to provide Comprehensive Automotive Liability, Worker's Compensation and Commercial General Liability insurance as follows:
  - A. The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
  - B) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- C. Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- D. Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- E. Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- F. Umbrella Liability:

**Aggregate Limits** 

\$2,000,000

G. Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract.

Aggregate Limits:

\$1,000,000

- H. Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.
- The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

Elevator Installation and Fire Code Improvements to: 3rd Street Courthouse, Geneva, IL

Project No: 17-012B: Construction Management Services Agreement

Between the County of Kane and Prairie Forge Group

- 3. The County of Kane will provide Builder's Risk Insurance. Builder's Risk Insurance will commence with the award of the first assigned contract unless KANE COUNTY agrees otherwise in writing.
- 4. **Professional Liability Insurance Requirements.** Professional liability insurance shall cover the CM against claims the CM may become obligated to pay arising out of the performance of the CM under the agreement and caused by any breach or negligence of the CM or of any person employed by the CM, or any others for whom the CM is liable. The required coverage is stated in the agreement. The limit amount of the insurance shall be on a per claim basis.
- 5. KANE COUNTY shall cause each of its contractors to name the CM as Additional Insured on Commercial General Liability Insurance.

#### **00 82 10 GENERAL SERVICES**

- General. The CM shall provide the services indicated herein in accordance with the terms and conditions of the agreement.
- 2. **Meetings.** The CM shall participate in all meetings required by this agreement throughout the course of the project as set forth herein. This includes County committee meetings (i.e. Executive Committee).
  - A. Design Submittal Review(s)
  - B. Pre-Bid
  - C. Pre-Construction
  - D. Construction Pay/Progress
  - E. Substantial Completion
  - F. Final Acceptance
- 3. **Monthly Progress Reports.** The CM shall submit monthly progress reports of design/construction activities to the PM. Failure to submit monthly reports may result in delay to CM's progress payments. The report shall include:
  - A. Activities completed and items pending since last report.
  - B. Projected progress, including dates of upcoming major milestones, noteworthy items to be completed in the next month, and anything needing the attention of the PM.
  - C. Comparison of schedule and actual progress, detailing those issues impacting the schedule, to include cause of the issue, extent of the impact, and recommendations for resolution of the issue.
  - D. Change order or proposed change order work that may impact the schedule.
  - E. RFI issues impacting the schedule.
  - F. Decisions or information required.
- 4. Permits.
  - A. KANE COUNTY to obtain and secure building and fire permits.
  - B. When specifically directed by KANE COUNTY, CM shall obtain other local permits.

C. Only on KANE COUNTY's prior written authorization, obtain permits and inspections required by local governing authorities.

#### 5. Equal Employment Opportunity.

The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contracts made by the county of and in all bid specifications therefore furnished by the county to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status State law references (Kane County Ordinance Resolution No. 05-303, 09-23-05).

#### 00 82 20 PROJECT SCHEDULING

#### 1. Project Schedule.

- A. Preparing, maintaining and monitoring the project schedule is one of the primary responsibilities of the CM throughout the entire project.
- B. CM shall be responsible for the project schedule from design phase through bidding and construction.
- C. Include estimated duration of project construction schedule as soon as can be reasonably estimated (schematic design phase). Refine construction portion of schedule as design is developed.
- D. Detailed outline of construction schedule including all major tasks, submittal schedules, delivery schedules, commissioning and close-out shall be submitted to KANE COUNTY prior to bidding.

### 2. Services.

- A. Develop a comprehensive project schedule with input from A/E KANE COUNTY, and contractors (when available) that includes adequate detail to actively track progress through the design, bidding, construction, and close-out phases.
- B. Monitor all activities and work with the project team members to ensure that the schedule is maintained.
- C. Provide schedule information for own work.
- D. Notify PM of any deviations from the schedule or concerns the CM may develop regarding project progress and recommend appropriate corrective action on a weekly basis.

Elevator Installation and Fire Code Improvements to:

3rd Street Courthouse, Geneva, IL

Project No: 17-012B: Construction Management Services Agreement

Between the County of Kane and Prairie Forge Group

- E. Include fast track or phased bidding schedule as appropriate.
- F. Meet with User personnel to evaluate activities and schedules to incorporate facility requirements onto the schedule. If requested by the PM.

#### 3. CPM Format.

The schedule shall be prepared in CPM format utilizing Primavera, or any similar product approved by KANE COUNTY;

- A. Include logic diagrams, tables and/or computer printouts.
- B. Schedule shall be in the form of an activity oriented network diagram. Precedence format is not acceptable.
- C. Tabulate following data for each activity:
  - 1. Preceding and following events by number
  - 2. Activity description and duration
  - 3. Earliest start and finish calendar dates for each activity
  - 4. Latest start and finish calendar dates
  - 5. Actual start and finish calendar dates
  - 6. Total float in workdays
- D. Provide sufficient detail and clarity so contractors can plan and control the work and KANE COUNTY can monitor the progress of the work.
  - 1. Critical work activities (per A/E's list as approved by KANE COUNTY) must be shown and identified.
  - 2. All installation activities
  - 3. Submittal and approval of shop drawings and material samples
  - 4. Delivery dates of major equipment
- E. Durations must be in whole working days and may not exceed fifteen (15) working days, except for non-construction activities such as procurement and delivery times.
- F. Logic diagram will be on 30" x 42" sheets, unless approved otherwise by KANE COUNTY.
- G. Obtain approval of schedule from prime contractors before finalizing for submittal to KANE COUNTY.
- H. Schedule will be prime contractors working schedule used to execute the work and record and report actual progress.
- I. Incorporate comments from KANE COUNTY to ensure compliance with project requirements.

#### 4. CPM Schedule Updates.

- A. Initial schedule shall be submitted within 2 weeks of contract date.
- B. Schedule shall be updated as necessary, but at least monthly.
- Actual activity dates will be recorded on the schedule.
- D. Update meetings will be held as necessary, but at least monthly. Projected completion dates and activities shall be reviewed and revised, if necessary.
- E. Updated schedules will be distributed to project team no less than once a month. If more frequent updates are required by project activities, CM will do so at no additional cost.

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3rd Street Courthouse, Geneva, IL

Project No: 17-012B: Construction Management Services Agreement

Between the County of Kane and Prairie Forge Group

- F. Updates will be distributed on 8 ½ x 14" sheets, colored as necessary to ensure legibility.
- G. CM will also provide KANE COUNTY with electronic files on CD.
- H. A management narrative report indicating the progress of the work, any revisions since the last reporting period, lost time required to be made up, potential delays, problem areas, critical path and project completion impacts, contractors' plan to maintain the schedule, and any significant completed or upcoming milestones will be submitted monthly.

#### 5. Short-Term 'Look-Ahead' Schedule.

- A. In addition to overall CPM schedule, CM will provide 2-week 'look-ahead' schedule of activities scheduled in the next two weeks (or at intervals as requested by PM).
- B. Provide schedule interpretation, coordination, and support to smaller contractors, especially those pre-qualified by the CM.
- C. The CM will provide a weekly assessment of all critical path schedule aspects of the prime contractors to the PM.
- D. Complex activities included within the CPM schedule may require a separate or "breakout" schedule identifying each task and its corresponding duration. The CM shall provide such break-out schedules at the request of KANE COUNTY.

#### 00 82 30 DESIGN PHASE

#### 1. Design Development

- A. Review A/E's designs and details. Make recommendations of relative feasibility of construction methods, building quality, constructability, and possible economies. Provide written review comments on design documents.
- B. Evaluate primary and secondary building materials, systems, equipment and special requirements including availability of materials, time factors for procurement and installation or construction, and costs of alternatives.
- C. Analyze site and building design parameters, evaluate and prepare preliminary Site Logistics Plan (demolition, utilities, construction areas, staging areas, etc.) for review with project team.

#### 2. Bidding Documents

- A. Review drawings and specifications for completeness, coordination, code compliance, and constructability. Provide written review comments, suggestions and clarifications.
- B. Confirm coordination of safety, site issues, clean-up and other construction phase responsibilities of the CM with the drawings and specifications.
- C. Creating bid packages and division of work in accordance with the County's Procurement Code and in further division of work as necessary to enhance coordination and constructability to expedite completion of the project.
- D. Develop final construction schedule including demolition, site utilities, site clearing, equipment procurement, building construction, landscaping with start and end dates for each contractor/bid package.

3rd Street Courthouse, Geneva, IL

#### 00 82 40 BIDDING PHASE

- 1. Develop bidders list and establish bid schedules in accordance with the approved CPM schedule
- 2. Assist KANE COUNTY in preparing for and conducting pre-bid conference(s) and community outreach meetings.
- 3. Assist KANE COUNTY in responding to questions from bidders and preparing addenda.
- 4. The CM shall attend all bid openings for the project unless specifically excused by the PM.
- 5. When lowest bid received differs substantially from all other bids received, CM shall contact the low bidder and review the bid as it pertains to the requirements of the project. Report findings to the PM in writing.
- 6. When single bids are received, CM shall provide the PM with a written explanation of all efforts used to obtain bidders and include an informed opinion addressing the suspected reason(s) a single bid was received.
- When bids differ from budget estimate by more than 5%, CM will provide written explanation of the reasons for the difference.
- 8. Contract Award. KANE COUNTY will notify the CM and successful bidders of our intent to award a contract by letter of intent.
- 9. CM shall not discuss with bidders, news media, etc., any presumption of award until the award is decided by KANE COUNTY.

## 00 82 50 CONSTRUCTION PHASE

- 1. KANE COUNTY's Representative. The CM shall consult and advise KANE COUNTY and act as KANE COUNTY's representative. KANE COUNTY's instructions to the contractors may be issued through the CM who shall have authority to act on behalf of KANE COUNTY to the extent provided in this document and the Standard Documents for Construction.
- 2. **Project Records.** Maintain files of all project documents correspondence, e-mails, RFIs, memos, field reports, test results, etc. for the duration of the project. Provide specific documents when requested and/or provide access to files to PM, User personnel, or any project team member with a valid reason for reviewing the documents.
- 3. Contractor Submittals / Shop Drawings, Product Data, Samples.
  - A. CM shall maintain a Submittal Log to be reviewed at each Construction/Coordination/Progress meeting. CM will receive submittals from contractors, perform initial review for completeness, certify that the CM completed the review process, log-in and forward to A/E. Submittals will be forwarded to A/E within 3 calendar days.
  - B. After review, A/E will forward submittals to CM for distribution to contractors. CM will retain one copy of reviewed submittal for the record.
  - C. No activity requiring review of submittals shall be commenced without A/E approval. The CM shall notify the contractor to cease the activity until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.
- 4. Contractor Licenses. The contractors are responsible for any applicable licensing with the appropriate authority in accordance with the Contractor Licenses Section of the Standard Documents for Construction. The CM shall receive and review all applicable licenses prior to that contractor or tradesman commencing any work. Evidence of proper licenses

Elevator Installation and Fire Code Improvements to: 3rd Street Courthouse, Geneva, IL

Project No: 17-012B: Construction Management Services Agreement

Between the County of Kane and Prairie Forge Group

shall be forwarded to the PM. The CM shall not knowingly allow any work to commence or accept any work installed by a non-licensed firm or tradesman where licenses are required.

- Contractor's Schedule of Values. (CSV) The CM shall review the CSV form for each contractor to ensure each item of
  work required for the contract is indicated and all values are expressed in separate line item costs for material and labor
  prior to any contractor making application for payment.
  - A. The CM, and KANE COUNTY must approve all changes to the CSV subsequent to the initially approved document.

#### 6. Contractor Payment Requests

- A. CM will review contractors' "pencil" payment request forms prior to the pay/progress meeting.
- B. CM will review all contractor pay request packages and confirm that all contractual requirements have been met and that contractor is entitled to payment.
- C. CM will maintain waiver of lien files and will confirm, in writing, that all required waivers of lien are included in the pay package.
- D. After CM review and approval, CM will forward pay request to County for approval and processing.

#### 7. Project Funding and Budget.

- A. The CM shall monitor and report the total project costs on a monthly basis. The report shall include available funding, obligated amounts, pending obligations, estimates of future work required and the contingency balance.
- B. Initially, KANE COUNTY shall furnish the project funding, amounts directly obligated by the agency and the current unobligated amount.
- C. CM will include their best estimate of future general conditions work, proposed changes, anticipated bid packages, and claims.
- D. CM's report will distinguish between obligated (contracted) amounts and estimated future expenditures,

#### 8. Claims and Disputes.

- A. CM shall record any observed occurrence or work that result in or which might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the PM. CM shall enter the claim or dispute into a claims log and provide a current copy of the log to KANE COUNTY at each monthly progress/pay meeting.
- B. CM shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. CM shall provide a written response, interpretation and recommendation for resolution to KANE COUNTY. KANE COUNTY shall make a final determination on all disputes unless removed to the Courts.
- C. While work is in progress, CM shall observe, measure and verify costs incurred that are related to the dispute.

## 9. Change Orders.

A. CM shall maintain a Change Order Log to be reviewed at each Construction/Coordination/Progress meeting. CM will receive submittals from contractors, perform initial review for completeness, etc., log-in and forward to A/E. Submittals will be forwarded to A/E within 3 calendar days.

Elevator Installation and Fire Code Improvements to:

3rd Street Courthouse, Geneva, IL

Project No: 17-012B: Construction Management Services Agreement

Between the County of Kane and Prairie Forge Group

B. A/E issued Request-Form Proposal (RFP): The CM will perform an initial review of the A/E's RFP before it is issued to the contractors. At the request of the PM, the CM will provide KANE COUNTY with the preliminary cost estimate and effect on schedule before it is issued to the contractors.

- C. The CM shall recommend issuance of a change order to the PM. Recommending issuance shall mean that the CM has reviewed all quantities, prices and other data in the contractors' proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.
- D. The CM shall forward the change order package to the PM.

#### 10. Record Drawings.

- A. CM shall maintain, protect and keep current the following: one copy of contract drawings, project manual, addenda, approved shop drawings and product data, other modifications to contract, field test records, all schedules and correspondence file at site.
- B. Label each document "PROJECT RECORD DOCUMENTS." Legibly record actual construction: depths of foundations; horizontal and vertical location of underground utilities, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in construction; field changes of dimension and detail and changes made by change order.
- C. Make documents available at all times for inspection by A/E and KANE COUNTY.
- D. At project close-out, submit record drawings to A/E. Accompany submittal with transmittal letter. Include name and number of each record document and obtain a signed receipt.
- 11. **Defective Workmanship.** KANE COUNTY shall be notified immediately if, in the CM's opinion, the materials, finishes and/or workmanship does not conform to the contract documents, or requires special inspection or testing (beyond the specified requirements).

### 12. Daily Reports.

- A. The CM's site superintendent shall compile and maintain a written Daily Journal detailing prevailing weather conditions, job site activities, head count, etc. The KANE COUNTY shall have full access to this record at all times.
- B. CM will provide Daily Reports summarizing project activities, events, problems, etc.
- C. When directed by the PM, the CM shall provide copies of reports to the A/E, contractors, and/or User representatives.
- 13. Site Security. Upon request from PM, the CM will provide site security to facilitate measures to protect materials, equipment and workers from harm, vandalism, and/or theft. Measures implemented, upon approval by KANE COUNTY, will be compensated as a reimbursable expense.
- 14. **Site Utilities.** The CM and all trade contractors will use utilities and mechanical equipment as it exists on site, and Kane County will continue to pay the utility bills directly to the utility companies. If special unforeseen requirements arise the CM and KANE COUNTY will agree on how to proceed at that time.

## 15. Notices.

Unless otherwise specified in this Agreement, all notices and other communications permitted or required by the provisions of this Agreement shall be in writing and shall be deemed given if delivered personally, facsimiled (if confirmed) or delivered by a nationally recognized overnight delivery service to the KANE COUNTY, at its address set forth below (or at such other address as such party shall designate in writing to the other party during the term of this

Page 12 of 16

Project No: 17-012B: Construction Management Services Agreement

Between the County of Kane and Prairie Forge Group

Agreement):

If to the Owner:
County of Kane
Tim Harbaugh
719 South Batavia Avenue
Geneva, IL 60175
and,
Kane County State's Attorney's Office
Attn.: Chief, Civil Division
100 S. Third St., Fourth Floor
Geneva, IL 60134

If to the CM:
Prairie Forge Group
Thomas M. Tristano, AIA
300 Cardinal Drive, Suite 160
St. Charles, IL 60175

#### **01 20 00 COMPENSATION AND PAYMENT**

1. Appendix A. The CM proposal dated June 7, 2013, is part of this agreement as Appendix A. This contract is for services up through the end of the bid phase. Construction Phase services (defined past the bid phase) will be compensated on a similar basis as the CM's proposal fee detail for Construction General Conditions dated March 8, 2012, included in Appendix A. The CM and County agree that the OHP fee and the Construction General Conditions costs will be finalized and determined upon the completion of the bid phase services. The costs shall be mutually agreed to by the County and PFG, prior to any services being performed.

Payments shall be made monthly from CM invoices based on the progress of the work for each phase of the work. CM invoices shall detail the work of services and reimbursable expenses in a manor acceptable to the PM.

- Additional Services. The CM shall provide additional services germane to the agreement when authorized by KANE COUNTY in writing.
  - A. Compensation, as agreed to and set forth in such authorization, will be based on a negotiated lump sum fee. Payment for additional services shall be made upon completion of the services or as otherwise agreed upon in writing with KANE COUNTY.
    - C. At KANE COUNTY's option, compensation may be based on a negotiated not-to-exceed fee payable at DWE times the overhead and profit multiplier rate shown on the in Attachment A. Evidence of DWE and time expended shall be furnished to receive payment.
- 3. **Reimbursable Expenses.** The CM shall be reimbursed for actual costs of reimbursable work items (as listed in the WCM proposal). The expense of administering these contracts shall be considered a basic service, no markup will be allowed.
  - A. CM shall obtain a minimum of three proposals or bids for each work item. Work items may be combined in a bid or proposal package.
  - B. CM shall submit all received bids to KANE COUNTY, with a recommendation for the CM's acceptance of one of the bids.
  - C. If the recommended bid is not the lowest priced, explain why.
  - D. CM may not enter into a contract for reimbursable work for more than \$10,000 without approval from the PM.
  - E. If a reimbursable work item is requested by KANE COUNTY that can be self-performed by the CM's own forces, work shall be done at the rates shown in the attachment A (Direct wage expense plus customary benefits) and no additional mark-up.

Elevator Installation and Fire Code Improvements to:

3rd Street Courthouse, Geneva, IL

Project No: 17-012B: Construction Management Services Agreement

Between the County of Kane and Prairie Forge Group

#### 4. Withholding of Payments.

- A. KANE COUNTY may withhold payments, in whole or in part, for a material breach of the agreement, including but not limited to, the CM's failure to perform services or meet the schedule, failure to pay consultants and failure to adhere to terms of this agreement.
- B. Pursuant to 15 ILCS 405/10.05, KANE COUNTY reserves the right to withhold payments as a set off when the CM is liable to KANE COUNTY in connection with any agreement, past or present, that the CM has performed for KANE COUNTY. When payments are withheld, KANE COUNTY will notify the CM in writing.
- 5. Pay Request. CM requests for compensation shall be in accordance with the County's requirements.

#### 01 75 00 COMMISSIONING

- 1. CM shall witness tests, review and evaluate test reports and notify KANE COUNTY promptly of any deficiencies. A copy of all test results shall be provided to KANE COUNTY.
- 2. CM shall prepare the list of work items submitted to KANE COUNTY with the bid documents.
- 3. KANE COUNTY and CM will reach consensus regarding the submitted critical work list and advise the awarded contractors of the list at the Pre-Construction Meeting.
- 4. CM will include critical work list items (noted as such) on the CPM schedule of upcoming critical work.
- 5. The CM shall attend the training sessions to observe and provide input into the operation and maintenance of the system.

#### 01 77 10 PROJECT CLOSEOUT PHASE

- 1. General. The CM shall be responsible for certifying the completion of all contracts.
- 2. **Notification and Preliminary Inspection.** Each contractor shall provide written notification to CM that the work, or a designated portion thereof, is substantially complete. This notification shall include a list of any incomplete items. The CM shall then make a preliminary inspection of the work and preliminary punch list. If the CM is in agreement with the contractor, the CM shall notify the PM that a substantial completion inspection meeting is warranted.
- 3. Certificate of Substantial Completion. The CM shall prepare the certificate of substantial completion, obtain the final punch list and the GWB form from the contractor, and forward the complete package to the appropriate contractor for signature. After obtaining contractor signature, forward the package to the A/E for signature and processing
- 4. Guarantees, Warranties and Bonds. At substantial completion, the CM shall obtain from the contractors and assemble all maintenance data, O & M manuals, Training materials, guarantees, warranties, and bonds. Check for coverage, start date and duration in accordance with the contract documents.
- 5. The CM shall obtain from each contractor a final list of all suppliers and subcontractors with complete names, addresses and telephone numbers of persons to be contacted for service and/or replacement of materials and equipment.
- 6. Materials and Equipment. The CM shall confirm that all extra materials and equipment specified in the contract documents which are the property of KANE COUNTY are properly identified, delivered and stored as specified. CM shall obtain and transmit signed receipts of such deliveries by the contractor to the authorized agency or the User accepting the delivery. Proper identification shall include the KANE COUNTY project number, project specification number, description of the item and its purpose for use, name, address and phone number of the contractor that provided the

Project No: 17-012B: Construction Management Services Agreement Between the **County of Kane** and **Prairie Forge Group**  Elevator Installation and Fire Code Improvements to: 3rd Street Courthouse, Geneva, IL

item.

- 7. **Notification and Final Inspection.** Upon contractor notification, the PM and CM shall make an inspection of the completed work. If the CM is in agreement with the contractor that all of its work is complete, the CM shall notify the PM that a final acceptance meeting is warranted.
- 8. When the work is confirmed as finally accepted by the CM and KANE COUNTY, the CM shall prepare and issue a Certificate of Final Acceptance to each contractor.
- 9. The CM shall expedite the closeout and final payment for each contractor as it completes its contractual obligations.
- 10. Contractor Final Payment. CM shall review and approve final payment, including retention, only after all items of the contract are completed. CM shall ensure that the final pay request package is complete in accord with the contract prior to forwarding to KANE COUNTY. CM shall obtain from the contractor all releases, waivers of lien, and contractor's final declaration (KANE COUNTY Form CFD). CM shall forward final payment package to A/E for signature and processing.
- 11. CM shall reconcile all waivers and provide a statement of final accounting to KANE COUNTY when the final waivers are not for the full amount of the subcontract.
- 12. The CM shall complete a Contractor's Performance Evaluation (CPE) and forward this along with the contractor's final pay request to KANE COUNTY.
- 13. The CFCP (Contractor's Final Close-out Package checklist) form shall be used as a checklist of the required documentation for closeout and it shall be transmitted with the contractor's final pay request to the CM.

#### 01 80 00 CM CLOSEOUT

- 1. CM shall submit schedule assessments, daily journals, and other project inspection reports to PM prior to final payment.
- 2. CM shall maintain Project Record documents.
- 3. CM final payment is dependent upon final resolution of any fee adjustments required of KANE COUNTY and/or required by the agreement.
- 4. CM shall submit final payment under letterhead cover addressed to the PM. Cover letter shall indicate that CM takes no exception to KANE COUNTY de-obligating un-used reimbursement funds without written modification duly executed by the contracting parties to the value indicated on line 11.K. (Do not pay line) of the Invoice-Voucher Form. CM shall indicate specific amounts waived in line items B. (Additional Services) and D. (Reimbursable Expenses) as applicable.

**Endorsements.** This Agreement may be executed in any number of counterparts, each of which may be deemed an original. The following documents and attachments are included in this Agreement:

#### A. Attachments:

Appendix A - Compensation Rates dated March 8, 2012, and revised Proposal dated June 7, 2013.

CONSTRUCTION MANAGER	OWNER
Prairie Forge Group	County of Kane
By: Weller WA	Ву:
Page 15 of 16	

Project Nor 17-012B: Construction Management Services Agreement Between the County of Kane and Prairie Forge Group Elevator Installation and Fire Code Improvements to: 3rd Street Courthouse, Geneva, IL

Printed Name: Thomas M. Tristano, AIA

Christopher J. Lauzen

Authorized Representative Title: President

Authorized Representative Title: Chairman

Date: June 16, 2013

Kane County Project Number: 17-012B

This Agreement, together with the above attachments, constitutes the entire Agreement between the two parties superseding all previous understandings and agreements with respect to this project. Except as provided herein, this Agreement may be amended only by a written instrument signed by both parties. In Witness Whereof, this Agreement has been duly made by the parties on the day and year first above written.



300 CARDINAL DRIVE, SUITE 180 | SAINT CHARLES IL 60175
P 630,221,0571 | F 630,221,0116 | PRAINIEFORGESROUP.COM

## **PROPOSAL FOR ARCHITECTURAL SERVICES**

June 7, 2013

# County of Kane, 3<sup>rd</sup> Street Courthouse

PFG Project #2012-037

#### THE PROJECT

The project consists of providing construction documentation to provide a fire-rated enclosures of the north, south and main stairwells and add fire-hose standpipes. This work includes nine (9) locations at stairway entrances at each floor and one location in the basement at the north and south stairways, and one location at the 3rd/4th floor main stair east.

This is necessitated by the City of Geneva permit review which requires additional life safety improvements that exceed the scope and budget of the new elevator project as initially conceived and approved by the County. These services will include meeting with the County of Kane and the City of Geneva, providing architectural, mechanical, electrical and fire suppression engineering to secure a building permit for the elevator project and bidding/costing out the project. Construction management services include the development of detailed scope of work, construction schedule, and bid/cost analysis in order for the project cost to be determined and presented to the County of Kane for review and approval.

#### **SCOPE OF SERVICES WORK ITEMS**

Services shall be limited to the following items, which shall be considered as Additional Services:

- Documenting (measuring/photographing/drawing) the existing north and south stairwells as required for engineering the new work
- 2. Reviewing applicable building codes and meeting with local building officials as required
- Preparing floor & ceiling plans, elevations, wall sections, wall types, details, room finishes and associated dimensions and notations
- 4. Providing electrical and mechanical engineering plans, details, and calculations for the design of the standplpe system and the modifications to the fire alarm system and associated components
- 5. Preparing a construction schedule
- Preparing scope of work detail and required bid/cost documentation to accurately present a final project cost. The Bid Package includes the 3<sup>rd</sup> St. Elevator Project (not included is the Courtroom scope) in combination with the north and south stair scope.
- Preparing for, and attending required meetings with County staff and board members as required to review, present, and gain approval of the work
- The terms and conditions of the Agreement, dated June 4, 2012, shall apply between County of Kane and PFG.

#### **EXCLUSIONS**

- Project management and administrative services to provide Contracts and change orders to the subcontractors are not included.
- General condition costs associated with this scope of work and costs associated with schedule delays and modifications
- A dry pipe and wet pipe stand pipe will be investigated, but a wet pipe may include increased water service
  and a fire pump. Engineering services for a new water service and fire pump are not included.

Letter of Proposal for Architectural Services / Kane County Third St. Elevator Addition / Project 2012-037 / Page 2

4. Re-bidding any of the above mentioned scope

#### **HOURLY RATES**

Hourly rates shall be per the previous Agreement, dated June 4, 2012, between County of Kane and PFG, with an increase of 3% as of June 15, 2013.

#### **COMPENSATION**

Compensation shall consist of a Lump Sum Fee of Thirty Two Thousand Nine Hundred Twenty-Five Dollars (\$32,925.00).

## REIMBURSABLE EXPENSES

Reimbursable Expenses shall be per the previous Agreement, dated 4 June, 2012, between County of Kane and PFG.

### **SCHEDULE OF PAYMENTS**

Invoices shall be submitted monthly for the Basic Services and Reimbursable Expenses.

#### **ENDORSEMENTS**

Prairie Forge Group is an assumed name of Williams Development, Ltd., an illinois corporation.

Signed:

Tim Harbaugh Cunty of Kane
Thomas Marchasano, Prairie Forge Group

Date

6.7.13

Date

CONTRUCTION GENERAL CONDITIONS DETAIL

PROJECT

COUNTY OF KANE KANE COUNTY COURTHOUSE PROJECT NO. 2012-974





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#### CONSTRUCTION GENERAL CONDITIONS DETAIL

PROJECT

COUNTY OF KANE KANE COUNTY COURTHOUSE PROJECT NO. 2012-074

DATE

#-Mar-12



GENERAL CONDITIONS / JOB SITE REQUIREMENTS		ONTHLY	NUMBER OF MONTHS TO COMPLETE	BUDGETED	
VEHICLES, MILEAGE, TOLLS		600			000,6
RINTING	1 4	200		1	1,200
HOTOGRAPHY		**************************************			NA
ENDERINGS					NA
ITE TELEPHONE, CELL PHONES		180			900
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EAFETY REQUIREMENTS		178	8	1.	2.250
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PROJECT SIGN		1,500	1	-11	1,600
LEED DOCUMENTATION				<del>  -   -   -   -   -   -   -   -   -   -</del>	NA
PUNCH LIST WARRANTY				-	NA
TOTAL PHASE II - JOS SITE REQUIREMENTS		W		•	38,110
CONSTRUCTION GENERAL CONDITIONS COST PER MONTH			<u> </u>	18	20,518.31

#### CLARIFICATIONS

- 1. It is understood a field office will be within the adding Courthouse Building as stated at the Pre Sid Meeting.
- 2. WCM standard insurance coverage covers the regularments specified in Kane County RFP and is included. Any extension to WCM standard limits of coverage will be additional cost to the project.

  3. A ristoric Preservation Plat is not included in this work.

  4. LEED certification, LEED documentation, and LEED services are not included.

  5. It is understood that existing se-bulk dyswings will be provided by the County.