

# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
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Geneva, IL 60134  
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**RECEIVED**  
SEP 04 2013  
KANE COUNTY BOARD

**DOCUMENT VET SHEET**  
for  
Christopher J. Lauzen  
Chairman, Kane County Board

Name of Document: Qualifying Range Architectural and Engineering Project Resolution No: 13-210

Submitted by: Chris Rossman Dept. Head Signature: [Signature]

Date Submitted: August 22, 2013 Dept. Head Sign-off Date: 9/3/13

Examined by: Joseph Ly Lves  
(Print name)  
[Signature]  
(Signature)  
9-10-13  
(Date)

Post on the Web: YES  NO  Atty. Initials: [Initials]

Comments:

The Department of Facilities, Development & Environmental Resources requires this contract for professional services to provide final architectural and engineering services for the Kane County qualifying range project. Qualification Base Selection or QBS 31-013 was issued and results of the evaluation process assisted in the recommendation and selection of Cordogan Clark & Associates.

Please notify the Purchasing Office when Offer to Contract is ready to be picked up or requires additional information.

Attachments: Resolution #13-210, Contract for Professional Services, Exhibit 1 (Project Description), and Exhibit 2 (Hourly Rate Schedule)

Chairman signed: YES  NO  9/17/2013  
(Date)

Document returned to: Handed to T. Keovongsak  
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 210

**AUTHORIZING FY13 BUDGET ADJUSTMENT - CAPITAL CERTIFICATION RANGE PROJECT  
ARCHITECT COSTS - KANE COUNTY SHERIFF'S OFFICE**

WHEREAS, the Sheriff's Office has lost use of its certification range for the continual training and certifying of officers; and

WHEREAS, the Sheriff has requested to build a new certification range; and

WHEREAS, County Board members have requested, construction costs, drawings and material types in order to make better decisions.

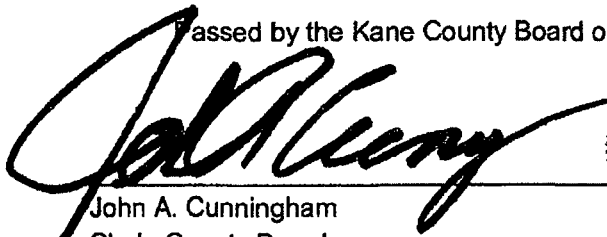
NOW, THEREFORE, BE IT RESOLVED that a FY13 budget adjustment of Sixty Seven Thousand Dollars (\$67,000) be granted for architectural costs to be paid from 500.800.805.50150 (Capital Projects, Contractual & Consulting).

500.800.000.39900 Cash on Hand	+\$67,000
500.800.805.50150 Contractual & Consulting	+\$67,000

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to execute contract(s) for the expenditure of up to \$67,000 to complete the architectural design of a certification range at the Sheriff's Office, located at the Judicial Center.

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 Services	No	Yes	500.800.000.39900

Passed by the Kane County Board on June 11, 2013.

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




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

Vote:  
 Yes 23  
 No 1  
 Voice 0  
 Abstentions 0  
 5Bdgt-CapitalRange.R

STATE OF ILLINOIS  
 COUNTY OF KANE  
 DATE AUGUST 29, 2013

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

# CONTRACT FOR PROFESSIONAL SERVICES

## Kane County Qualifying Range Project

This agreement is entered into and will be effective as of the date of final execution of this contract, between the COUNTY OF KANE (the "*County*"), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and Cordogan Clark & Associates of Aurora, Illinois (the "*Consultant*"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

### § 1. Purpose of agreement

The County hereby retains the Consultant to provide final architectural and engineering services for the Kane County new qualifying range project.

### § 2. Scope of services

The services to be provided by the Consultant (the "*Work*"), are set forth in **Exhibit 1**.

### § 3. Term of this agreement

The term of this agreement will commence as of the date hereof and continue, unless earlier terminated in accordance herewith, until the Work is completed.

### § 4. Relationship of parties

The Consultant will serve as the County's professional engineering consultant in the performance of the Work. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

### § 5. Compensation

- (a) The County will pay the Consultant an amount not to exceed \$67,000 for which the Consultant will fully complete the Work. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spent thereon. The monthly invoice will also include a summary of all previous invoices up to, and including, the invoice for the current month. The Work will be billed for the four phases set forth in **Exhibit 2**. The County will pay each such invoice within 45 days of its receipt.
- (b) The attendance of the Consultant may be required at meetings of the Kane County Board and its various committees and subcommittees.

**§ 6. Time for completion of the work**

The Work will be completed accordingly to the schedule in **Exhibit 1**.

**§ 7. Terms and conditions**

- (a) The Director of the Kane County Department of Environmental Management (the "**Director**"), or his written designee, shall act as the County's representative with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Client.
- (b) The Director may, by written order, make changes in specific work items if such changes are within the scope of services set forth in **Exhibit 1**. If any such change is not within the scope of services, the Consultant will so notify the Director and will submit a proposed change order reflecting an increase (or decrease) in the work. Hourly rates for additional work will be those set forth in **Exhibit 2**. No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.
- (c) The County may, anytime and without cause, upon notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 45 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.
- (d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.
- (e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide appropriate facilities for such access and inspection during normal business hours.

**§ 8. Ownership of Documents and Confidentiality**

All documents, including all original drawings, specifications, tables and data prepared or collected in the course of the Work are and remain the property of the County; shall be maintained as confidential property of the County, shall not be disclosed in whole or in part, to any non-parties to this agreement except at the direction of the County. All data obtained from the County, including digital mapping information, is to be used solely for the purpose of the Work, and shall not be retained by the Consultant for use in any other manner.

**§ 9. Responsibility of Consultant**

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

**§ 10. Indemnity**

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Director, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, including, but not limited to, claims for releases or disposal of hazardous substances or wastes under CERCLA, RCRC, or any similar federal or state environmental law or regulation.

**§ 11. Insurance**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of insurance satisfactory to the requirements of County of Kane containing:

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.

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, shall not be the limit of liability 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

Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

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

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.

Umbrella Liability:

Aggregate Limits	\$2,000,000
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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.

Limits:

Aggregate	\$1,000,000
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Agency to furnish a copy of the Endorsement showing Kane County as an additional named insured on the General Liability, Auto Liability, and Excess Liability policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

**§ 12. Equal Employment Opportunity**

The Illinois Human Rights Act is hereby incorporated herein by this reference as though fully set forth.

**§ 13. No subcontracts**

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the Director.

**§ 14. Notice**

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent *via* fax, or sent by first class mail, postage prepaid to:

Kane County Department of Facilities, Development & Environmental Resources, attention Timothy A. Harbaugh, Executive Director, Kane County Government Center, 719 S. Batavia Ave., Geneva, IL 60134 (Fax No. 630/208-3837) or to,

Cordogan Clark and Associates, attention Brian K. Kronewitter, Executive Vice President, 960 Ridgeway Avenue, Aurora, Illinois 60506 (Fax No. 630-896-4987).

Notice *via* fax shall be effective as of the date and time set forth on the fax transmittal sheet produced by the sending fax machine. Notice by first class mail shall be effective four days after mailing.

**§ 15. Miscellaneous**

- (a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.
- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.
- (d) The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.
- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of

any officer, employee or agent of any public body that may be a party to this agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties hereto.

- (f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.
- (g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.
- (h) ~~If any action is filed under or relating to this agreement, the non-prevailing party (as determined by the Court) shall pay, in addition to all other amounts which the non-prevailing party may be ordered to pay, the prevailing party's costs, expenses and reasonable attorney's fees.~~

**The County of Kane**



Christopher J. Lauzen  
Chairman

9/17/2013

Date

**Cordogan Clark and Associates, Inc.**

Brian Kronwitter,  
AIA, DBIA

Digitally signed by Brian Kronwitter, AIA, DBIA  
DN: cn=Brian Kronwitter, AIA, DBIA,  
o=Cordogan Clark & Associates, ou,  
email=bkronwitter@cordoganclark.com, c=US  
Date: 2013.08.19 09:39:05 -05'00'

Brian Kronwitter, AIA, DBIA  
Vice President

Date



## CORDOGAN CLARK & ASSOCIATES

ARCHITECTURE • PLANNING • INTERIOR DESIGN • ENGINEERING • CONSTRUCTION MANAGEMENT

August 8, 2013

Mr. Timothy Harbaugh  
Executive Director of Facilities,  
Development and Environmental Resources  
Kane County  
719 S. Batavia Avenue  
Geneva, IL 60134

### **Re: New Kane County Qualifying Range - Professional Services Proposal**

Dear Mr. Harbaugh:

Thank you for choosing Cordogan Clark & Associates (CCA) as your partner to provide architectural and engineering (A/E) services for the County's new qualifying range, proposed to be added to the existing sally port of the Adult Justice Center. As the largest Kane County based A/E firm, we are very excited to have the chance to utilize our talented locally based staff to help you realize this critically important project for the County.

The following information will articulate our understanding of the proposed project and critical assumptions that we have utilized to create this proposal

#### **Project Description:**

The project will require working closely with the user of the facility, the Sheriff, and the owner of the facility, the County. The desired location for this range is attached to the Adult Justice Center sally port. The facility is approximately 5,000 GSF and is intended to connect the range to the existing precast sally port wall. Existing windows on the shared sally port wall will be removed and filled in. Utilities (water, wastewater, natural gas, and electricity) will need to be run to the range. Storm water detention will not be required, adequate existing detention is available. At this time the Sheriff and the County desires that this new range would be categorized as tactical, and would be required to meet safety standards of the National Rifle Association.

The project is envisioned to be a fast track delivery in order to allow the County to utilize the facility as soon as possible. This will necessitate that a construction management (CM) approach be utilized to allow for multiple bid packages, and proper coordination of the project. CCA will provide the CM services for this project under a separate agreement.

The cost to perform these preliminary services is outlined below:

#### **Proposed Scope and Cost of Services:**

CCA will provide the following scope of services as outline in the four phases identified below for a fixed fee of **\$67,000.00**. Reimbursable expenses will be billed separately and are to be considered as a part of the cost of the work. Our cost of services will be invoiced monthly for each phase. Standard reimbursable expenses will be billed monthly and are not included in the fixed fee. The Bidding & Construction Administration phases of the project are not included and will be provide on a time and material basis or fixed fee once the project proceeds to this phase. Fixtures, furniture and equipment (FF&E) design and procurement will be provided by the County under a separate agreement.

### **Phase 1 - Programming**

**\$2,500.00**

Our project team will meet with the County and all personnel involved with the project for the initial site analysis, data collection, and fact-finding of the project. We will conduct a thorough review of the preliminary list of needs and objectives for the project and evaluate any preliminary programmatic information provided by the Client. Roles and responsibilities will be defined for each project team member. A project schedule for the remaining Phases will be established and reviewed for the duration of the process along with the assignment of tasks and deliverables.

#### **Phase 1 - Programming Design Outline:**

- Clarify project vision, goals and issues.
- Establish target spatial square footages and adjacencies
- Define current and future program expectations.
- Review initial task / program documentation.
- Define roles and responsibilities.
- Establish and or refine project schedule with deliverables.

### **Phase 2 - Schematic Design**

**\$13,850.00**

Schematic Design documents establish and delineate the design concept. During the Schematic Design phase, we preliminarily evaluate the program, project budget, and design requirements. Based on final program and project budget requirements, we prepare for review and approval a set of Preliminary Design Documents that illustrate the scale and relationship of project components. In this phase we also coordinate with Contractor preparation of a Statement of Probable Construction Cost based on current area and unit costs, with input on specialty items from qualified sources. Final Schematic Design solutions are then developed and documented, including Plans, Elevations, Sections, and Perspectives.

#### **Phase 2 - Schematic Design Outline:**

- Review and clarify project vision, goals and design issues.
- Define current and future program expectations.
- Revise and refine program.
- Establish preliminary spatial relationships based on program
- Prepare floor plans, interior elevations, ceiling plan
- Prepare exterior design
- Prepare Statement of Probable Cost with breakdown by trade / category

### **Phase 3 - Design Development**

**\$13,850.00**

Design Development documents proceed from Schematic Design to further define, refine, and illustrate the design. The Design Development phase uses the approved Schematic Design solution as the foundation for an in-depth study of each aspect of the project.

Through comparative analysis we evaluate the most appropriate / effective method of resolving the design. Interior / exterior materials are selected to complement the design aesthetic. Each design aspect is evaluated and use determined by its cost-effective ability to fulfill the programmatic needs.

#### **Phase 3 - Design Development Outline:**

- Review and identify building systems (Mechanical, Plumbing, Electrical)
- Review and identify architectural/theme with relationship to color/material and space.
- Refine project design character
- Coordinate planning and permit review process with those having jurisdiction

- Review systems, details, and material selections
- Prepare a Statement of Probable Cost with breakdown by trade / category.

**Phase 4 - Construction Documents & Bidding**

**\$36,800.00**

Construction Documents depict and notate the project's design and physical form. This phase identifies complete bidding and construction documents for the purpose of soliciting competitive bids from contractors to construct the project. Depending upon the actual services provided, these documents include all Architectural, Civil Engineering, Structural Engineering, Mechanical / Electrical Drawings; Project Manual and Specifications.

**Phase 4 - Construction Documents & Bidding Outline:**

- Confirm client goals/objectives for content, detail level and packaging of bidding documents.
- Prepare Construction Drawings based on client approved Design Development drawings.
- Review client supplemental conditions for inclusion in specifications.
- Prepare specifications to accompany Construction Drawings.
- Establish alternates, allowances, & contingencies
- Help coordinate utilities, regulatory agencies and permitting authorities
- Assist in issuance of documents.
- Submit documents to agencies for permit.
- Prepare addenda, if required.
- Review submitted bids.

**Schedule**

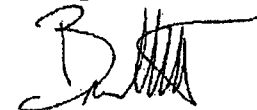
We understand the critical nature of getting this new range up and operational and are prepared to move as fast as possible to accommodate your schedule. Our proposed cost of services fee anticipates the following durations for the 4 phases outlined below:

Phase 1 – Programming	2 weeks
Phase 2 – Schematic Design	3 weeks
Phase 3 – Design Development	3 weeks
Phase 4 – Construction Documents	5 weeks

Thank you for this opportunity to serve Kane County on this critical public safety project. Should you require any additional information or clarifications, please do not hesitate to contact me.

Respectfully submitted,

**Cordogan Clark & Associates**



Brian K. Kronewitter, AIA, DBIA  
Executive Vice President

Upon approval of this agreement please forward a copy of the signed proposal letter back to our office.

**Cordogan Clark & Associates, Inc.**

**Kane County**

BY: \_\_\_\_\_

BY: Chris Fej

Its representative

Its representative

DATE: ~~9/17/2013~~

DATE: 9/17/2013

CC: John Cordogan; Craig Welter, Michael Konopka; Dawn Barry

**2013 Hourly Rate Schedule**

**CORDOGAN CLARK & ASSOCIATES**  
**: ARCHITECTS • ENGINEERS :**

For additional services, which would fall beyond the scope of the AIA Standard Agreement between Owner and Architect Contract we would charge a flat hourly rate for any such services if deemed necessary. Hourly rates shall be adjusted annually. Hourly Rate Schedule for additional work if requested by the Owner is as follows:

<u>Position</u>	<u>Rate</u>
Principal	\$180.00
<u>Architectural</u>	
Executive Vice President	\$155.00
Vice President	\$140.00
Associate	\$110.00
Interior Designer	\$105.00
Architect	\$100.00
Architect II	\$90.00
Architect I	\$80.00
Tech I	\$70.00
<u>Engineering</u>	
Electrical Engineer	\$130.00
Electrical Designer	\$115.00
Electrical Tech	\$95.00
Mechanical Engineer	\$130.00
Mechanical Designer	\$115.00
Mechanical Tech	\$95.00
<u>Structural Engineering</u>	
Principal Structural	\$155.00
Senior Structural	\$130.00
Structural Engineer I	\$100.00
Structural Technician	\$80.00
Clerical	\$55.00
<u>Construction Management</u>	
Vice President	\$150.00
Project Manager	\$125.00
Project Engineer	\$90.00
Estimator	\$90.00
Superintendent	\$90.00

