

County of Kane
Office of County Board
Kane County Government Center

Chris Lauzen
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for

Chris Lauzen

Chairman, Kane County Board

Name of Document: Facility Audit Professional Services Contract 48-012

Submitted by: Chris Rossman - Purchasing

Date Submitted: 01/16/13

Chris Rossman 1/23/13

Examined by:

Joseph Lulves

(Print name)

Joseph F. Lulves

(Signature)

1-24-13

(Date)

Post on Web:

Yes

No

Atty. Initials

JKL

Comments:

This was sent to the Energy/Environmental Committee and passed on to the County Board where it was approved on 12/9/12 by Resolution # 12-369.

RESOLUTION, DISCLOSURE SYNOPSIS ATTACHED.

Chairman signed:

Yes No

(Date)

1-28-13

Document returned to:

CHRIS ROSSMAN - PURCHASING

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



October 15, 2012

PROCUREMENT SYNOPSIS

Requesting Department: Kane County Environmental Department
Procurement Name: 48-012 Energy Audit Services
Recommended Vendor: Environ

NOTIFICATION AND RESPONSE

Public Notices: Kane County Web Site and The Chronicle

Advertising Date:	September 14, 2012	Public Notices sent/Plan Holders: 45/33
Bid Due Date:	October 2, 2012	Bids Received: 12

PURPOSE

The County of Kane accepted proposals for a consultant to provide energy audits for 12 Kane County buildings. These buildings have a total of 302,034 square feet. These audits shall include thermal imaging to manage problem heat lose areas. The audits shall also cover each building temperature controls and lighting, once finished the department will have a better handle on what systems need updated and severity of those problems.

Proposals were reviewed and evaluated by Kane County Environmental Department based on the following criteria: firm's qualifications and experience, approach to Statement of Work, references and project fees. The top three firms were interviewed separately by the Environmental Department.

BID TABULATION

Vendor Location	Project Cost	Evaluation Score
Environ, Chicago, IL Kane County's Share - \$92,800 - State of Illinois' Share - \$45,000 <ul style="list-style-type: none"> • ENVIRON's proposed cost fell in the middle third of the proposals; and with proposed work efficiencies, has brought it down into the lowest third of proposals. • ENVIRON demonstrated an excellent understanding of the project and proposed several optional work and pricing scenarios • ENVIRON is a large national firm, but with a strong local presence. Staff assigned to this project are located in Chicago. • ENVIRON's past work and reference list includes both private and public clients • ENVIRON has successfully completed many energy assessment, audit, and commissioning projects including a 2010 energy audit for the Kane County North Campus • ENVIRON staff are well qualified, and include licensed Professional Engineers, Building Energy Modeling Professionals, Certified Practitioner in Energy Management Systems, Certified Commissioning Authority, and LEED professionals. • ENVIRON staff are able to complete both the thermal imaging and water audit under the same contract. 	\$137,800	70

<p>EMG, Hunt Valley, MD</p> <p>Issues discovered with EMG:</p> <ul style="list-style-type: none"> • Proposal indicated firm would audit only portion of actual floorspace • Call to references indicated "sufficient" ability for standard (commercial/ average structure & appliances) audits but poor performance when asked to evaluate facilities outside standard • Reference indicated final report heavily derived from non-customized template, including irrelevant or incorrect information • No retrocommissioning experience • No experience working with SEDAC (agency through whom grant funds are available for these projects.) • Not prequalified as a service provider under SEDAC 	\$61,790	69
<p>OGNI Group, Hillside, IL</p> <p>Issues discovered with OGNI Group:</p> <ul style="list-style-type: none"> • No cost breakout between audits levels and retrocommissioning as requested in bid package • No reference to ASHRAE standard methods as requested in bid package • No project task breakout or schedule provided • No previous municipal clients 	\$90,611	69
Eaton, Glendale Heights, IL	\$219,250	69
Grumman/Butkus, Evanston, IL	\$218,420	68
<p>FDH, St. Louis, MO</p> <p>Issues discovered with FDH:</p> <ul style="list-style-type: none"> • Misunderstanding of bid specifications; quoted price to produce an 'investment grade audit' – not requested by KC • No acknowledgement of availability of County's utility data (FDH's proposal includes task to repeat this process) • Schedule consisted of vague end date, no comprehensive task list or associated schedule • Most of work is out-of-state (MO) 	\$137,900	67
<p>General Energy, Oak Park, IL</p> <p>Issues discovered with General Energy:</p> <ul style="list-style-type: none"> • Proposal contains errors – references to incorrect building types, other grammar/spelling errors • No previous municipal clients • No project task breakout or schedule provided • No description of the audit or retrocommissioning processes – proposal lacking in key descriptions & details 	\$61,740	60
GDS Associates, Madison, WI	\$106,618	58
Sebesta Bloomberg, Chicago, IL	\$302,200	56
Sieben Energy, Chicago, IL	\$157,400	55
SSRCX, Lisle, IL	\$318,100	39
Energy Conservations, Greencastle, IN	\$244,949	33

Kane County Environmental Department recommends the award to Environ of Chicago, IL for the energy audit consulting services, pending the Kane County Boards approval.

Submitted By:
Jim Hansen
Assistant Purchasing Director

CONTRACT FOR PROFESSIONAL SERVICES

Agreement for Engineering Services Work for Kane County Facility Audits

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 **ENVIRON International Corporation** (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 perform professional energy engineering services for Kane County including facility energy and water audits, retrocommissioning, thermal imaging, analysis, verification and reporting.

§ 2. Scope of services

The services to be provided by the Consultant (the "**Work**"), are set forth in **Exhibit 2**.

§ 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 \$92,800 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 at the hourly rates set forth in **Exhibit 1**. The County will pay each such invoice within 45 days of its receipt.

§ 6. Time for completion of the work

The Work will be completed no later than **December 31, 2013**.

§ 7. Terms and conditions

- (a) The Executive Director of the Kane County Department of Facilities, Development and Environmental Resources (the "**Director**"), or his written designee, shall act as the County's representative (the "**Client**") 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 2**. 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 1**. 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

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the following insurance coverage:

- | | |
|----------------------------|--|
| (a) Workers Compensation | Shall be in accordance with the provisions of the laws of the State of Illinois; |
| (b) General Liability | \$2,000,000 combined single limit (or equivalent); |
| (c) Automobile Liability | \$1,000,000 combined single limit (or equivalent); |
| (d) Excess Liability | \$2,000,000 each occurrence; and |
| (e) Professional Liability | \$2,000,000 per claim. |

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage listed above which names the County as an additional insured and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

§ 12. Equal Employment Opportunity

Section 6.1 of the Illinois Department of Human Rights Rules and Regulations 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, emailed, or sent via first class mail, postage prepaid to:

County of Kane

Tim Harbaugh, PE, DEE
Executive Director
Department of Facilities, Development, and
Environmental Resources
Kane County Government Center
719 S. Batavia Ave., Geneva, IL 60134
harbaughtim@countyofkane.org.

ENVIRON International Corporation

David A. Schlott
Managing Principal
333 W. Wacker Drive
Suite 2700
Chicago, IL 60606
dschlott@environcorp.com.

With Copy to:

Chief, Civil Division
Kane County States Attorneys Office
100 South 3rd Street, Geneva, IL 60134

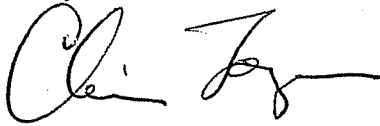
Notice by first class mail shall be effective four days after mailing.

§ 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, Kane County Board

1-28-13

Date

ENVIRON International Corporation



David A. Schlott, P.E.
Managing Principal

1/14/2013

Date

EXHIBIT 1

(Hourly Rates)

See attached Rate Schedule

The attached rate schedule will be utilized for staff not specifically mentioned below. The following personnel are listed in the proposal with specific project rates:

Staff	Hourly Rate
Andrew Sheaffer, PE, CPEenMS	\$130
Benjamin A. Skelton P.E., LEED AP, CxA	\$125
Ronald Ramey E.I.T., LEED GA	\$125
Igor Seryapin	\$125

Rate Schedule

ENVIRON Staff	Hourly Rate
Principal	\$ 191
Principal Consultant	\$ 191
Manager 10	\$ 168
Manager 9	\$ 147
Manager 8	\$ 130
Assoc. 7	\$ 117
Assoc. 6B	\$ 109
Assoc. 6	\$ 100
Assoc. 5	\$ 87
Assoc. 4	\$ 74
Assoc. 3	\$ 60
Drafting	\$ 60
Support	\$ 51

EXHIBIT 2 (The Work)

Phase I: \$67,000. Audit and Assessment of Kane County Facilities:

- Level 1 audit/assessment of Court Annex, Old Child Advocacy Ctr, 3rd St Courthouse Boiler House, Govt Ctr Bldg F
- Level 2 audit/assessment of Govt Ctr Buildings E & G, Aurora Health (1330 Highland), New Child Advocacy Center, Sheriff, and Adult Justice Center
- Level 2 audit/assessment and Retrocommissioning of Animal Control, and Aurora Health (1240 Highland).
- Thermal imaging and water audits included for all facilities
- All travel costs, reproduction costs, consulting fees, and other related expenses are included

Phase II: \$25,800 RCx and audit allowance includes:

- RCx for up to 3 facilities, depending on audit findings



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Newport Beach CA Office 100 Bayview Circle Newport Beach CA 92660 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (949) 608-6300 FAX (A/C. No.): (949) 608-6459		
	E-MAIL ADDRESS:		
INSURED ENVIRON Holdings, Inc. ENVIRON International Corporation 4350 N. Fairfax Drive Suite 300 Arlington VA 22203 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Co Of Ct		25682
	INSURER B: Travelers Property Cas Co of America		25674
	INSURER C: Commerce & Industry Ins Co		19410
	INSURER D: American Guarantee & Liability Ins Co		26247
	INSURER E: Travelers Property Cas Co of America		25674
INSURER F: Chartis Specialty Insurance Company		26883	

COVERAGES **CERTIFICATE NUMBER: 570046779124** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> X <input type="checkbox"/> LOC			GL7673948	06/30/2012	06/30/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPOP AGG	Included
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA8B472049	06/30/2012	06/30/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			AUC930328110	06/30/2012	06/30/2013	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			XVMPJUB363T89312	01/31/2012	01/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
A				All other States	01/31/2012	01/31/2013	OTH-ER	
				XAUB3812T38312			E.L. EACH ACCIDENT	\$1,000,000
				Alaska & Nevada			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
F	Contractor Poll			24205049	06/30/2012	06/30/2013	Limit	\$5,000,000
				Pollution & Professional				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 (CHICAGO LOOP)RFP 52-010 Energy Auditor Service. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: County of Kane EXCESS/UMBRELLA LIABILITY coverage is following Form to the General Liability policy and will provide Additional Insured. GL endorsement attached.

CERTIFICATE HOLDER

CANCELLATION

County of Kane Purchasing Department, Building (A) 719 South Batavia Avenue Geneva IL 60134 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier : 05ALL

Certificate No : 570046779124

