

PROPOSAL RESPONSE TAB - 09-008 TECHNICAL SERVICE ADVISOR (KCEECBGP)

July 24, 2009 @ 3:30 p.m.

VENDORS	Total Cost - Activity #1	Total Cost - Activity #2	Total Cost - Activity #3	Total Cost - Activity #4	TOTAL ACTIVITIES #1-#4	LUMP SUM PROJECT TOTAL	Add#1	RFP- Signature	Comments
STRAND & ASSOCIATES									NO BID
360 ENERGY GROUP	28,000	95,000	7,000	25,000		155,000 ⁰⁰⁰	✓	✓	
CTI, INC	14,000	95,000	—	25,000		134,000 ⁰⁰⁰	✓	✓	SEE NOTE / NO COPY
SIEMENS	23,000	91,086	6,333	21,320		142,059	✓	✓	SEE NOTE
HARTECH WC	22,500	83,000	6,500	21,250		133,250	✓	✓	
CNT ENERGY	28,000	95,000	7,000	25,000		155,000	✓	✓	SEE NOTE
GSY ENERGY INC	28,000	42,000	7,000	25,000		102,000	✓	✓	SEE NOTE
ENVIRONMENTAL SYSTEM	28,000	95,000	7,000	25,000		155,000	✓	✓	SEE FEE / NOTE
ALEN PEPA	—	95,000	7,000	25,000		127,000	✓	✓	
MWE2, WC	28,000	95,000	7,000	25,000		155,000	✓	✓	NO COPY
UTILIVATE TECH, WC	27,989	88,918	7,000	25,000		148,907	✓	✓	
BURN & McDONNELL	28,000	90,000	7,000	25,000		150,000	✓	✓	SEE NOTE
SHAW ENVIRONMENT	26,000	90,000	7,000	22,000		145,000	✓	✓	SEE PRICING OPTION
DELTA INSTITUTE	27,990	94,837	6,998	24,823		154,648	✓	✓	
BUILDING ENERGY EXP.	—	95,000	—	—		95,000	✓	✓	
RIS - CMC, INC	—	94,600	7,000	25,000		126,600	✓	✓	No copy
HINKLE ENGINEERING	28,000	95,000	7,000	25,000		155,000	✓	✓	
AKT PERLWESS	28,000	95,000	7,000	25,000		155,000	✓	✓	
PATRICK ENG, INC	27,050	90,550	6,550	23,540		147,600	✓	✓	

BID OPENING ATTENDEE 7/24/09 @ 3:30 PM

TIM KIENHONG STA

COUNTY OF KANE

ENVIRONMENTAL AND BUILDING MANAGEMENT

Timothy Harbaugh, P.E., Director



County Government Center

719 Batavia Avenue
Geneva, IL 60134

www.co.kane.il.us

Environmental Management: (630) 208-5118

FAX: (630) 208-5137

Building Management: (630) 232-5910

FAX: (630) 587-1688

MEMORANDUM

To: Ken Shepro
From: Karen Kosky
CC: Jean Weems, Tim Harbaugh
Date: 12/15/09
Re: Contract for Review



Attached is one copy of a contract with Patrick Engineering for Technical Service Provider activities which Chairman McConnaughay was authorized to sign under County Board resolution #09-419 (also attached.) I would like to request your review of this agreement before forwarding it to the chairman for execution.

Thank you for your attention to this matter, and please feel free to contact me with any questions.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - 419

APPROVING A CONTRACT WITH PATRICK ENGINEERING, INC. FOR TECHNICAL ASSISTANCE WITH KANE COUNTY FACILITY ENERGY EFFICIENCY IMPROVEMENTS (EECBG)

WHEREAS, the American Recovery and Reinvestment Act of 2009, Public Law 111-5, appropriated funding for the Department of Energy (DOE) to issue/award formula-based grants to states, U.S. territories, units of local government, and Indian tribes under the Energy Efficiency and Conservation Block Grant (EECBG) Program, the authorization for which is set forth in Title V, Subtitle E of the Energy Independence and Security Act (EISA) of 2007; and

WHEREAS, on September 8, 2009, the Kane County Board passed Resolution No. 09-321, approving an agreement with the Department of Energy for an Energy Efficiency and Conservation Block Grant Program in the amount of Two Million Four Hundred Sixty Nine Thousand One Hundred Dollars (\$2,469,100.00); and

WHEREAS, one of the seven activities included in the Kane County Energy Efficiency Strategy calls for the development of Kane County Facility Energy Efficiency Improvements; and

WHEREAS, a Request for Proposals was issued on July 1, 2009, seeking technical assistance for development of the Kane County Facility Energy Efficiency Improvements program, among other activities; and

WHEREAS, 19 firms responded to the Request for Proposals, a total of 5 firms were selected as finalists to interview for the technical assistant positions, and Patrick Engineering, Inc. is recommended by staff as the most qualified firm to assist Kane County with development of the Kane County Facility Energy Efficiency Improvements program.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a contract with Patrick Engineering, Inc. for assistance with the development of the Kane County Facility Energy Efficiency Improvements program (a copy of which will be placed on file with the County Clerk's office), for an amount not to exceed Ninety Thousand Five Hundred Fifty Dollars (\$90,550.00), to be paid out of Line Item 406.690.717.50150 (Contractual/Consulting Services).

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
406.690.717.50150	Contractual/ Consulting Services	Yes	Yes	N/A

Passed by the Kane County Board on November 10, 2009.

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

Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Voice _____

Abstentions _____

11EECBG

CONTRACT FOR PROFESSIONAL SERVICES

Agreement for Technical Service Provider Work for Kane County Facility Efficiency Improvements under the Energy Efficiency and Conservation Block Grant

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 **Patrick Engineering Inc.** (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 facility energy efficiency audits, analysis, reporting, and other work associated with the Technical Service Provider position for the Kane County Facility Efficiency Improvements program under Kane County’s Energy Efficiency and Conservation Block Grant.

§ 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 \$90,550 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 **March 31, 2010**.

§ 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 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, sent *via* fax, or sent by first class mail, postage prepaid to the Kane County Department of Environmental and Building Management, attention Tim Harbaugh, Director, Kane County Government Center, 719 S. Batavia Ave., Geneva, IL 60134, (Fax No. 630/208-5137).

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.

§ 16. ARRA AND EECBG REQUIREMENTS ACKNOWLEDGEMENT

The Consultant acknowledges that this project is funded in part, or in whole, by an Energy Efficiency and Conservation Block Grant (EECBG) from the U.S. Department of Energy through the Federal American Recovery and Reinvestment Act of 2009 (ARRA). As such, the Consultant shall abide by all regulations set forth by the U.S. Department of Energy for EECBG funding and the United States Government for ARRA funds. Consultant acknowledges that they have received and reviewed a copy of the Kane County EECBG DOE grant agreement, number DE-EE0000818/000, dated 8/24/09, and will comply with all applicable requirements and regulations. Further, Consultant shall (if not already) obtain a DUNS number and register with the U.S. Central Contractor Registration (CCR) and provide DUNS number and CCR verification to the County upon receipt.

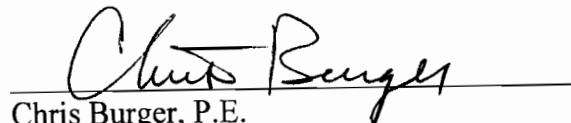
Consultant DUNS #: (to be filled out by Consultant) 02-130-0280

The County of Kane


Karen McConnaughay
Chairman, Kane County Board

Date

Patrick Engineering, Inc.


Chris Burger, P.E.
Vice President

Date

11-19-09

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
Chris Burger, Senior Engineer	\$150
Ron Swager, Technical Specialist	\$95
Dave Kramer, Senior Engineer	\$95
Lauren Erdmanis, Engineer	\$95

PERSONNEL CATEGORY	CHARGES
Staff Engineer 1 or Architectural Intern 1 / Technical Specialist 1	\$85.00/hr.
Staff Engineer 2 or Staff Architectural Intern 2 / Technical Specialist 2.....	95.00/hr.
Staff Engineer 3 or Staff Architect 3 / Technical Specialist 3	105.00/hr.
Project Engineer 1 or Project Architect 1 / Technical Specialist 4	110.00/hr.
Project Engineer 2 or Project Architect 2 / Technical Specialist 5	125.00/hr.
Project Engineer 3 or Project Architect 3 / Technical Specialist 6	135.00/hr.
Project Engineer 4 or Project Architect 4 / Technical Specialist 7	145.00/hr.
Senior Engineer or Senior Architect / Senior Technical Consultant.....	165.00/hr.
Staff Geologist 1	79.00/hr.
Staff Geologist 2.....	95.00/hr.
Project Geologist	115.00/hr.
Senior Geologist	140.00/hr.
Staff Surveyor 1	68.00/hr.
Staff Surveyor 2	83.00/hr.
Project Surveyor 1.....	99.00/hr.
Project Surveyor 2.....	115.00/hr.
Survey Manager.....	135.00/hr.
Survey Director	155.00/hr.
Archaeologist.....	62.00/hr.
Senior Archaeologist.....	88.00/hr.
Project Manager.....	130.00/hr.
Senior Project Manager	145.00/hr.
Senior Project Director.....	165.00/hr.
Principal.....	205.00/hr.

TECHNICAL SUPPORT & SERVICES

Drafter / CAD 1	\$54.00/hr.
Drafter / CAD 2	64.00/hr.
Drafter / CAD 3.....	70.00/hr.
CAD Designer	78.00/hr.
CAD Supervisor	88.00/hr.
Technician 1	55.00/hr.
Technician 2	65.00/hr.
Technician 3	79.00/hr.
Clerk	47.00/hr.
Secretary	58.00/hr.
Administrative Assistant.....	63.00/hr.

TRANSPORTATION AND SUBSISTENCE COSTS

Charge for Use of Vehicle.....	\$0.58 per mile
	\$60.00 per day minimum charge
Public Transportation and Subsistence.....	at cost + 10%
Per Diem or Living Expenses Established on a Per Project Basis	

REPRODUCTION COSTS

In-house Photocopies / Color Printing	8½ x 11 (b&w).....	\$0.10/each
	11 x 17 (b&w).....	\$0.25/each
	8½ x 11 (color).....	\$1.00/each
	11 x 17 (color).....	\$1.50/each
In-house Digital Plotting	Bond.....	\$0.30/sq.ft.
	Vellum.....	\$0.60/sq.ft.
	Mylar.....	\$1.00/sq.ft.
In-house Bluelines.....		\$0.30/sq.ft.
Outside Services (reproducibles, sepias, etc.).....		at cost + 10%

MISCELLANEOUS COSTS

Filing Fees, Photography, Materials, Analytical		
Laboratory Fees, Equipment Rentals, etc.		at cost + 10%
Outside Consultant Services		at cost + 10%
Lower Explosive Limit (LEL) Meter.....		\$125.00/day
Photoionization Detector.....		\$125.00/day
Nuclear Density Meter		\$50.00/day
Underground Pipeline and Utility Locator.....		\$75.00/day
Global Positioning System (GPS) Survey Grade		\$200.00/day
Robotic Total Station (1-man survey crew).....		\$30.00/hour
Outside Contractor Services.....		at cost + 10%
Special Equipment to be Negotiated on a Per Project Basis		

Notes:

1. Additional fees may apply for project-specific insurance or bonding.
2. A project-specific surcharge will be added to all work performed on waste sites, for environmental assessment of property, and for all work performed in Level C PPE or more stringent PPE.
3. A surcharge of 50% will be added for expert witness testimony and preparation for testimony.
4. These unit charges are valid through December 31, 2009.

EXHIBIT 2 (The Work)

Scope Summary and Proposed Deadline:

- Task 1. Energy bill analysis. By January 8, 2010.
- Task 2. Selected energy audits. Complete by March 1, 2010.
- Task 3. Itemized and prioritized ECMs. By March 15, 2010.
- Task 4. If necessary or required, specifications. By March 31, 2010.
- Task 5. Training Session. By March 31, 2010.

Task 1. Patrick recommends to briefly analyze the majority of County-owned facilities' bills in order to determine if there are obvious sites that would benefit from a more detailed assessment. We propose to upload the data onto the Energy Star site to compare with other facilities of similar functions. The required information for Energy Star includes space type (office, warehouse, etc.), square footage, number of employees, number of computers, a minimum of one year of utility data (electricity, natural gas, water), operating hours, and the percent of the area which is heated/cooled.

Task 2. Following the assessment, Patrick will perform at least three (3) detailed facility energy audits. In addition, and if still a possibility through SEDAC, Patrick will apply to SEDAC on behalf of the County for other facilities as directed by the County. The number of energy audits performed will be based on the depth of detail that the County desires for each of the audits. As part of the audit process, we will evaluate previous reports (i.e. SEDAC reports) as necessary and as directed by the County.

Patrick proposes to conduct the audits with our standard practice to determine the energy use profile, determine the building occupancy use profile, identify and log the major equipment such as motors and accompanying drive systems, the HVAC system operation, the lighting system, and envelope types. We will identify the systems that can be improved with higher efficiency retrofits, and will look at energy consumption, including heat loss through building skin and piping. In addition, we will provide an assessment for wind energy, solar energy and ground source heat pump systems for each site.

Task 3. The audits will generate a list of energy cost savings measures. Patrick will prioritize the ideas based on payback analysis and County feedback. This will include estimated costs, descriptions, and savings for each recommended energy savings measure.

Task 4. Patrick will assist the County with bid specs, but depending upon the certain type of ECM, may seek assistance from subconsultant(s) specializing in the specified area of expertise.

Task 5. Training Session. We will also provide a building operator training session for the building operators. The operator training will be conducted by Dave Kramer and Chris Burger and will last up to a total of four (4) hours unless additional time is requested by the operator(s).

The budget proposed for this task is \$90,550 including expenses. This is based generally on the following but may change somewhat due to individual availability: Chris Burger at 50 hours. Ron Swager at 60 hours. Dave Kramer at 400 hours. Lauren Erdmanis at 134 hours, and electrical engineers at 80 hours. Expenses are expected to be \$1,200. The total hours and budget assumes that we budget a sub-consultant for \$15,000 to assist with specialty bid specs. The fee is either Patrick or a sub to perform the work, so the total fee is the same in either case. This budget assumes Patrick Engineering staff participation in a maximum of three (3) Kane County Board or Committee meetings.

In order to meet the schedule of completion by March 31, 2010, Patrick requests to receive information (energy usage bills, occupancy, etc) from the County in a timely manner. It is best to receive the energy consumption data by December 9, 2009 in order to be able to evaluate it prior to January 8, 2010.