

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman
Members: John Butitta, Jean Crosby,
Paul Arena, Joe Hoffman, Dorothy
Redd, Jaime Salgado

DATE: THURSDAY, SEPTEMBER 22, 2022
TIME: 5:30 PM
LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – None
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding County Construction Project Consultant
- F. Future Agenda Items
- G. Adjournment



Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Operations and Administrative Committee
Committee Date: September 22, 2022
Resolution Title: Resolution Awarding County Construction Project Consultant
Board Meeting Date: September 29, 2022

Budget Information:

Was item budgeted?	NO	Appropriation Amount: Not to exceed \$40,000
If not, explain funding source:		
ORG/OBJ/Project Code:	13500-46320	Budget Impact:

Background Information:

The County of Winnebago issues solicitations for several construction projects throughout the year involving architects, engineers, contractors, and other professional services. It was determined by the Board, that the County is in need of a firm to review specific projects, value engineer, analyze specs, conduct cost estimating and provide additional services, as needed.

The Winnebago County Purchasing Department sent out a formal Request for Qualifications solicitation for a County Construction Project Consultant in June of 2022. In July, seven proposals were received in response to the solicitation. Huffman Facility Development, Inc. was selected by an Evaluation Committee, which consisted of County Board members, as the most qualified firm.

Recommendation:

The RFQ Evaluation Committee recommends Huffman Facility Development, Inc.

Legal Review: Reviewed and revised by the SAO

Follow-Up: Purchasing Department will obtain the Chairman's signature on the Huffman Facility services agreement. A possible Purchase Order will also be issued.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald
Submitted by: Operations & Administrative Committee

2022 CR

RESOLUTION AWARDING COUNTY CONSTRUCTION PROJECT CONSULTANT

WHEREAS, the Winnebago County Board is the statutory governing body of Winnebago County, Illinois, a body politic and corporate; and

WHEREAS, the County of Winnebago, Illinois issues solicitations for several construction projects throughout the year involving architects, engineers, contractors, and other professional services. It was determined by the Board, that the County is in need of a firm to review specific projects, value engineer, analyze specs, conduct cost estimating and provide additional services, as needed.; and

WHEREAS, in June of 2022, the Winnebago County Purchasing Department issued a formal Request for Qualifications and received seven proposals for the following:

COUNTY CONSTRUCTION PROJECT CONSULTANT

WHEREAS, the Operations and Administrative Committee has reviewed the proposals for the aforementioned service and recommends awarding a services agreement as follows:

HUFFMAN FACILITY DEVELOPMENT, INC.
N3970 WEST CEDAR ROAD
CAMBRIDGE, WI 53523

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to issue, on behalf of the County of Winnebago, a services agreement, similar in language to Resolution Exhibit A, with HUFFMAN FACILITY DEVELOPMENT, INC. N3970 WEST CEDAR ROAD, CAMBRIDGE, WISCONSIN, 53523.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Chief Financial Officer, County Administrator, Facilities Engineer, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRMAN

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2022.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

OWNER’S REPRESENTATIVE SERVICES AGREEMENT

THIS OWNER’S REPRESENTATIVE SERVICES AGREEMENT (this "Agreement") is entered into as of _____ by and between County of Winnebago, Illinois ("Client"), and Huffman Facility Development, Inc., a Wisconsin corporation ("Consultant"). The Client and Consultant are collectively referred to herein as “Parties” or individually as a “Party”.

Background

Client wishes to engage Consultant to act as Client’s representative and consultant in connection with various construction projects and Consultant wishes to accept such engagement, all upon and subject to the terms and conditions set forth in this Agreement.

Terms and Conditions

The Parties agree as follows:

1. **Consulting Services.** During the Engagement Period (as defined below), Consultant shall act as a consultant and advisor to Client and a representative of Client in connection with various construction projects, and Consultant wishes to accept such engagement, all upon and subject to the terms and conditions set forth in this Agreement.

2. **Payments.**
 - a. **Monthly Fee.** Client shall pay Consultant based on the agreement between Client and Consultant which may vary between projects. Two ways of payments are possible including (1) A lump sum amount to be billed monthly based on the project term and (2) Hourly based on personnel and the below hourly rate breakdown. Consultant shall issue invoices on the last day of the month in which services were provided. Payments are due and payable pursuant to the Illinois Local Government Prompt Act, 50 ILCS 505/1 et seq.

Title	Cost/Hour
Project Executive	\$ 160.00
Development Manager	\$ 135.00
Operations Manager	\$ 100.00

- b. **Expenses.** In addition to the foregoing payment, Client shall reimburse, pursuant to the Illinois Local Government Prompt Act, 50 ILCS 505/1 et seq. following submission of appropriate vouchers and supporting documentation, all reasonable and necessary out-of-pocket business expenses of Consultant

(which excludes without limitation all normal overhead and employee compensation) that have been approved in writing and substantiated by Client and that have been incurred in connection with the rendering of services to Client pursuant to this Agreement. Expenses for mileage (at the applicable IRS rate) and other expenses will be invoiced in addition to the Owner's Representative Fee.

3. **Status of Consultant.** In all matters relating to this Agreement, Consultant shall be acting as an independent contractor, and not as an employee or joint venture partner of Client. Consultant shall be solely responsible for making all payments to and on behalf of its employees and consultants including those required by law. Consultant shall have no authority to bind Client and shall inform third parties, as appropriate, of such limitations. Client shall not be liable for any debts or other liabilities of Consultant, except as specifically set forth in this Agreement.
4. **Term.** The Consultant's term of engagement (the "Engagement Period") under this Agreement shall begin _____ and shall continue through completion of the aforementioned project _____. Notwithstanding anything else in this Agreement, Client may cancel the Agreement upon thirty (30) days written notice. Upon cancellation by Client, Client shall pay to Consultant the Monthly Fee and approved expenses accrued through the termination date.
5. **Consultant's Insurance.**
 - a) **Commercial General Liability Insurance** with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage.
 - b) **Worker's Compensation Insurance** with statutory benefits and limits which shall fully comply with all State and Federal requirements.
 - c) **Comprehensive Automobile Liability Insurance** with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
6. **Warranty.** Consultant represents and warrants to Client that:

With respect to all individuals it provides to perform the services required under this Agreement, Consultant shall make all appropriate tax payments and tax withholding and shall verify such individuals as being legally able to work in the United States.
7. **Miscellaneous.** This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of Client. The exhibits referred to herein and

attached hereto are incorporated herein to the same extent as if set forth in full herein. The Parties may modify this Agreement only by written instrument signed by each of the Parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. Without limiting the generality of the foregoing, Consultant's performance of this Agreement and its involvement with the County of Winnebago's construction project(s) shall in no way relieve the architect of any of their respective rights and obligations under the Architect Contract or the Construction Management Contract.

8. **Validity and Interpretation.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The validity and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.
9. **Governing Law and Jurisdiction.** This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Consultant may be made, at the option of the Client, either by registered or certified mail addressed to the applicable office as provided for in this Agreement. If any action is brought by Consultant against the Client concerning this Agreement, the action must be brought only in those courts located within the County of Winnebago, State of Illinois.

<signature page follows>

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement or caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

COUNTY OF WINNEBAGO, ILLINOIS

HUFFMAN FACILITY DEVELOPMENT, INC.

By: _____
Joseph V. Chiarelli
Chairman of the County Board of the
County of Winnebago, Illinois

By: _____
Michael D. Huffman, President

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois