Ogle County
Long Range Planning – Courthouse Renovation Committee Meeting
Tentative Minutes
July 14, 2009

1. Call to Order: Chairman Kim Stahl called the meeting to order at 9:00 am. Members present: Stahl, Nye, Gouker, Gronewold, Hopkins, Rice, Messer. Others present: Meggon McKinley, Lynne Kilker, Becky Huntley, Dennis Williams, Jim Barnes, Bob DeArvil, Gene Scholl, Larry Callant, John Coffman, Greg Beitel, Ben Roe, Vinde Wells.

2. Approval of Minutes: Motion to approve June 9, 2009 minutes by Rice. 2nd by Nye. Motion carried. Motion to approve June 22, 2009 by Maggie Nye, 2nd by Mel Messer. Motion carried.

3. Courthouse Renovation Project – Update/Review and Possible Action:
    a. Contract details- Stahl noted the Ringland Johnson contract was signed July 10 and asked McKinley to provide an update of contract details.
        i. Project start date- set for 10 days from contract signing - July 17.
        ii. Project supervision roles, responsibilities- McKinley noted that she is named the Owner's Contact in the contract, which means no decisions or approvals can be made without her approval. The contractor is to bring all issues to the architect, who by contract is bound to take all issues to McKinley as the Owner's Representative. McKinley's role will be to follow and enforce all procedures set forth in the contract. In the case of change orders, or questions of work completion for payment authorization, McKinley's role is to pull the appropriate people in to the issue for prompt, accurate decisions, which includes members of the LRP Committee, Dennis Williams in an advisory role, the Sheriff, and/or the County's Maintenance representatives. Change orders in excess of $20,000 within the approved construction contingency amount or any amount over the total approved contract amount will be brought to the LRP Committee and the County Board for review and approval.
        iii. Payment processing- Ringland Johnson is required to present the final invoice to McKinley and Holabird & Root by the 5th of each month to allow proper review and verification the work has been done as contracted. Once the review has taken place, the invoice will be brought to the LRP Committee for additional review and approval, then to the County Board for final review and approval. The County has until the last day of the month to pay RJC, although it is expected payment will come the day after the County Board meeting to allow for RJC's timely payment of their subcontractors and collection of lien waivers, to be presented to the

County the following month for the next payment release. Interest will begin to accrue at Prime Rate if the County fails to make payment on approved work within 50 days of the invoice.

iv. Change order process- all change orders that exceed the approved contract amount are required to go before the LRP Committee for recommendation and to the County Board for final approval. The approved contract amount includes a $400,000 construction contingency that has been set aside for unexpected needs that could arise during the project. The LRP Committee agreed that any change order in excess of $20,000 will also go to the LRP Committee for recommendation and to the County Board for approval. This will allow smaller expenses to be reviewed and approved by McKinley with input from those deemed necessary based on the issue at hand, but outside of the committee and board meeting structure.

v. Architect site visit frequency – McKinley noted Holabird & Root responded to the County's request for a proposal of additional fees for weekly site visits instead of every other week site visits. The contract currently includes 24 site visits for the project. Rice noted that now that McKinley is present and RJC is the chosen contractor, we should not need Holabird & Root to come weekly, particularly since the additional fee is quoted to be $1,200 per extra trip. Messer and Hopkins agreed, noting their increased comfort level with RJC compared to EVS when this item was originally discussed. RJC had noted they would communicate electronically with the architect should any decisions need to be reviewed in between meetings.

b. <u>Additional Scope Items:</u>

i. Bid alternates – McKinley walked the committee through the alternate summary provided by Holabird & Root. There was much discussion about what is and is not included in each alternate since it has been such a long time since details of these drawings have been reviewed. The committee remained unclear in regarding the extend of the proposed landscaping and sidewalk modifications proposed in alternate #1, whether or not snow restraints are included and how far the sidewalk will or will not be moved in alternate #2, whether or not the current handicap ramp placement will be moved in alternate #3, whether the Loreto Taft statues and JFK Memorial are planned in any alternates, and if the size of the generator in alternate #4 is really big enough to do what the committee hopes it would do. Much discussion followed and the committee agreed they need more answers before voting on the alternates. The committee then called a special LRP Committee meeting to be held the day of the County Board meeting, 7/21/09 at 3:00 on the lawn of the Courthouse. The purpose will be for Holabird & Root to visually walk people through the proposed

alternates and answer all questions. Stahl requested that the committee and board members with questions email them to McKinley by Thursday so she can compile them for the architect. McKinley then clarified the prices of the alternate: #1 $142,000; #2 $12,625, #3 $91,400, #4 $31,000.

ii. Historic stenciling paint specials – Stahl asked Becky Huntley to provide an update since she has been asked to support the committee on these historic renovation issues. Huntley met with Bonnie Hendricks last week and spoke with Tony, the historic painter. Huntley noted the importance of moving forward with Tony's recommended mock up of the stenciling to ensure we know exactly what we will be getting for the $145,000 estimated expense. The mock up will cost between $11-12,000 as proposed within the original project scope & cost estimates. Messer motions to move forward with the mock up, 2nd by Rice. Motion carries.

iii. Third floor mural- current plan is to allow the contractor perform the first coat of paint and then have the specialized historic painter finish the top coat.

iv. Cannon restoration- McKinley reported she met with the Eagle Scout to review the project requirements and assess his ability to appropriately oversee and complete the project. An important first step of the project will be for the Eagle Scout to research the successes and failures of other historic cannon restoration projects to confirm the best techniques and materials to use. This will be done with oversight from Maintenance and McKinley, ensuring appropriate supplies are purchased and people are brought into appropriate decisions. Rice asked if anyone has ideas on how to replace the actual cannon balls. The Sheriff suggested Jeff Adams and Hopkins suggested using ball bearings. Nye then motioned to approve the Eagle Scouts completing the work and Messer 2nd. Motion carried

v. Other possible external historic monument cleaning, refurbishing, relocating- the committee agreed to wait for the 7/21 meeting at 3:00 to review and discuss these options.

4. New Business –

a. LRP Fund Reporting- Coffman distributed a proposed format to actively monitor approved LRP projects, total approved amounts, expenses to date, funds remaining for expenditure per project. Specific examples in the format reviewed include the approved Holabird & Root fees ($496,669.20 approved by contract, $249,560.00 paid to date), and the Sheriff's CAD system expenses ($625,000 approved by contract, $476,000 paid to date). The committee liked the format and requested Coffman prepare this report for monthly review

b. Invoices to Approve- Messer motioned to approve $153,575.36 in invoices. Nye seconds. It was noted this amount does not include the

proposed $31,000 overage fees, which have not been reviewed or approved. Motion carried.

c. Holabird & Root Fees from 14 month Project Delay- Stahl reported that due to the 14 month project delay, Holabird & Root has presented an additional $31,000 additional fees outside the original contract scope. McKinley reviewed the supporting documentation, noting the firm's explanation of additional labor costs, additional meetings and presentation fees. Ben Roe noted that the contract requires advance notice in writing and approval of these items before the extra work is performed. McKinley and Roe will schedule a meeting with Holabird & Root to discuss these fees. White then asked what recourse we may have with Holabird & Root for the $50,000 lawsuit settlement because White believes the firm presented flawed bidding documents and allowed sloppy work and errors throughout the review process. Williams asked if we made the changes in scope and if they notified us we were off schedule? He noted his difficulty in paying them more money when they haven't yet finished what we hired them to do, such as taking bids to the furniture providers because this means the final costs haven't really been pinned down. Williams would like to understand more details about how they were impacted financially, stating maybe we owe them something but it's not likely a full $31,000 particularly since they did not tell us we would be out of scope. He also asked if the architect has provided the follow up analysis requested for the geo thermal. He would like a timeline demonstrated how they were harmed financially. Gouker confirmed his concern at the apparent lack of notice for the scope change and suggested sitting down and getting answers. Final discussion followed with the committee agreeing the best approach is to take no action on the $31,000 until McKinley and Roe meet with Holabird & Root to discuss all issues. Rice motioned that the committee take no action on the $31,000 overage fees. Messer 2nd. Motion carried. McKinley will report back to the committee on the outcome of the meeting.

5. Public Comment – White asked for a response to his previous question as to whether or not Holabird & Root bears any responsibility for the $50,000 lawsuit, noting he would like this explored to see where the responsibility does or does not lie. Gouker added his concern that any time a project costs us more, it's critical to understand why and confirm where the responsibility lies. Barnes noted his concern that the architect did not pre-qualify the bidders. Hopkins noted every business person he has spoken with about this issue agrees that the County did the right thing in cutting your losses and moving forward quickly. The key is to figure out what went wrong and not to repeat the mistake. Hopkins noted how much he hated to settle with EVS but it was the least expensive way to get out of a bad situation. Rice reminded the group that while there has been sloppiness from the architect, if we talk of litigation, it could bring this project to a screeching halt, and Ringland Johnson has expressed concern about this because they are contractually bound to complete the project in 244 days. He also noted

that with Holabird & Root's successful 100 year history and market presence, they would not take litigation lightly. Rice notes he is not suggesting we do nothing, but that we weigh carefully our risks in this topic, perhaps looking at other alternative ways to recover these costs. Williams noted his desire to address these things sooner rather than later, suggesting the topic be included in the sit down meeting with Roe & McKinley and the architect and ensure it is a professional, business discussion for productive outcomes. He noted we do not want to break the partnership, rather, resolve the outstanding issues. White agreed to that approach noting he just wants an answer as to whether or not Holabird & Root bears any financial responsibility for the settlement fee. Roe agreed that the overage fee letter has opened the door to healthy discussions on all these issues. McKinley will report back to the committee on the meeting discussion and outcomes.

6. Next Meeting Date – Tuesday 7/21 3:00 outside on east side by monuments. The meeting will continue over at the Farm Bureau Building prior to the regularly scheduled County Board Meeting.

7. Adjournment- Chairman Kim Stahl adjourned the meeting at 10:56.

Respectfully submitted,
Meggon McKinley, Ogle County Administrator

Project Cost Summary 6/18/09

1	**Construction Cost**		Ringland Johnson	
	Base Bid	$	5,187,000.00	
	Performance Bond	$	34,442.00	
	Builders Risk Insurance	$	7,500.00	
	Alternate No. 1	$	142,000.00	
	Alternate No. 2	$	12,625.00	
	Alternate No. 3	$	91,400.00	
	Alternate No. 4	$	-	
	Alternate No. 5	$	31,000.00	
	Sub Total of RJC Bid	$	5,505,967	
	ComEd Utility Charge	$	17,000	Allowance
	Construction Contingency	$	406,818	Allowance of 7.45% of Construction Cost (base bid + alts)
79%	Construction Cost Sub-Total	$	5,929,785	
2	**Furniture**			
	Moveable Furniture	$	337,200	Budget Estimate
4%	Furniture Cost Sub Total	$	337,200	
3	**Professional Fees**			
	A/E Fees	$	548,015	8.5% of Construction + Furniture Cost+ Stencil Restoration
	Programming Fee	$	40,000	Lump Sum Fee
	Reimbursable Expense Allowance	$	50,000	Allowance
	Site Survey	$	5,000	Allowance
	Geo-Thermal Test Boring	$	15,000	Allowance
	Paint Historian	$	5,000	Allowance
	Hazardous Material Assessment	$	5,000	Allowance
	Hazardous Material Abatement	$	30,000	Allowance
	Tree Removal	$	2,000	Allowance
	Owners Contingency	$	75,000	Allowance
10%	Professional Fees Sub-Total	$	775,015	
4	**Owner Furnished Equipment**			
	A/V Equipment	$	10,000	Allowance
	Security Equipment	$	10,000	Allowance
	Telephone/Data Systems	$	25,000	Allowance
	Departmental Signage	$	5,000	Allowance
1%	Owner Furnished Equipment Sub-Total	$	50,000	
5	**Costs Associated with Temporary Office Space**			
	Moving Costs	$	25,000	Allowance
	Tempoary Rental Space	$	75,000	Allowance
	Watts building improvements	$	70,000	Allowance
2%	Temporary Space Sub-Total	$	170,000	
6	**Project Scope to be Completed**			
	Boardroom Stenciling			
	Boardroom Stencil Restoration	$	145,000	Allowance
	Plaster Restoration	$	35,000	Allowance
	Stencil Mock-up	$	14,000	Allowance
	Memorial Hall Mural Restoration			
	Testing	$	3,000	Allowance
	Mural & Wall Restoration	$	21,000	Allowance
	Floor Plan Re-Design and Detailing	$	8,000	Allowance
	Construction Cost	$	12,000	Allowance
3%	Project Scope to be Completed Sub-Total	$	238,000	
	Total Estimated Project Budget	**$**	**7,500,000**	