

RESOLUTION APPROVING PROJECT MANAGEMENT AGREEMENT

WHEREAS, the Franklin County board caused to be issued request for qualifications for a project management firm to assist in the construction of a new Franklin County Courthouse;

WHEREAS, the Franklin County Board has reviewed the submitted qualifications, interviewed applicants, and has been fully advised in the matter;

WHEREAS, the Franklin County Board, after a thorough review of the qualification and based on the totality of information received believe that it is in the best interests of the citizens of Franklin County that a Professional Project Management Services Agreement be entered into with Navigate Building Solutions for the construction of a new Franklin County Courthouse.

NOW, THEREFORE, BE IT RESOLVED, by the Franklin County Board as follows:

- A. That the proposed Professional Project Management Services Agreement between Navigate Building Solutions and Franklin County is tentatively approved, provided the language of the Agreement is satisfactory to the Chairman;
- B. That the Chairman of the Franklin County Board is authorized to execute a professional project management services agreement between the county and Navigate Building Solutions, provided the Chairman believes that the agreement is in the best interests of the citizens of Franklin County;
- C. That the Chairman is also authorized to make decisions related to the agreement including, but not limited to: not entering into an agreement, suspending or terminating the agreement, or other decision that the Chairman believes are in the county's interests throughout the term of any agreement;
- D. The Chairman shall continue to report to the board the progress towards the execution of the agreement and completion of work by Navigate Building Solutions.

PASSED AND APPROVED at the regular meeting of Franklin County Board, on this 3RD day of JUNE, 2019.

Randall Crocker
Randall Crocker, Chairman

ATTEST:
Greg Woolard
Greg Woolard, Franklin County Clerk

YEAS	<u>7</u>
NAYS	<u>0</u>
ABSENT	<u>2</u>



Professional Project Management Services Agreement

Date: June 3, 2019

Owner:

Franklin County, Illinois
901 Public Square
Benton, Illinois 62812

Project Manager (hereinafter also referred to as Owner's Representative and/or NAVIGATE):

NAVIGATE Building Solutions, LLC
9920 Watson Road, STE 201
St. Louis, MO 63126

Project:

A new County Courthouse.

1.0 Scope of Owner Representative's Services

1.1 Basic Services

1.1.1. Owner's Representative shall review the Comprehensive Facility Program for the project.

1.1.2. Owner's Representative, in general, shall organize and lead the project, having primary management responsibility for the Project and the coordination of all Project matters.

1.1.3. Owner's Representative shall maintain an organized filing system for Project documents and records. At the completion of the Project (or anytime requested by Owner) Owner's Representative will deliver the document(s) and record(s) to the Owner.

1.1.4. Owner's Representative shall schedule, attend, conduct, record, and assist the Owner at Project meetings. Owner's Representative shall direct the Architect or General Contractor(s) to prepare meeting minutes if the Architect or Contractor is contractually required to do so. In the absence of meeting minutes prepared by others, Owner's Representative will provide Owner with minutes from such meetings prepared by Owner's Representative. Owner's Representative shall review for accuracy the minutes of such meetings prepared by either the Architect, General Contractor, or others. Owner's Representative shall clarify, amend and report any discrepancies affecting the Project.

1.1.5. Owner's Representative shall furnish to the Owner timely reports containing (a) Project status; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a comparison of the Project schedule to the work actually

completed through the date of the report; (d) any revision to the Project schedule or budget made during the time period covered by the report; (e) a summary of change orders made during the time period covered by the report; (f) a list of all pending change orders and all outstanding issues requiring action or approval by Owner; (g) the status of any governmental requirements and activities required to facilitate approval of the Project; and (h) any other reports concerning a Project as Owner may reasonably request.

1.1.6. Owner's Representative shall provide financial oversight services for the Project, including but not limited to (a) preparing budgets; (b) preparing monthly variance reports; (c) coordinating monthly Project payment application processing related to assembling, reviewing and forwarding to Owner for payment the invoices from the Architect, General Contractors and other consultants.

1.1.7. Owner's Representative shall assist the Owner in selecting, retaining and coordinating the professional services of all design consultants, surveyors, special consultants and testing laboratories required for the Project.

1.1.8. Owner's Representative shall develop the required scopes of work, Request for Qualifications, and other required documents for Consultant Selections.

1.1.9. The Owner's Representative shall assist with the negotiation of the professional service contracts.

1.1.10. Owner's Representative shall provide leadership on matters relating to the planning, design, governmental approvals, and other activities necessary to complete the Project.

1.1.11. Owner's Representative shall (1) coordinate the preparation by the Architect of a written and graphic description of the program for the Project, including room uses, sizes and adjacency requirements, in accordance with Owner's goals and objectives (each "Project Program"); (2) prepare and submit to Owner a preliminary estimated schedule for completion of the design and construction of the Project, the various major activities to be undertaken in connection with the Project, and the approximate timing of the commencement and completion of such activities, which Owner's Representative shall monitor and revise from time to time throughout the Term (the "Project Schedule"); (3) assist Owner in establishing Project budgets based on a preliminary estimate of Project costs, including without limitation Owner's internal costs, which Owner's Representative shall update with increased detail as the design of the Project progresses (the "Project Budget"); and (4) manage the Project Schedule and Project Budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.

1.1.12. Owner's Representative shall assist the Architect (if requested) in obtaining government agency approvals and permits for the Project; represent the Owner at meetings of the applicable governmental units; recommend to the Owner appropriate

policies or decisions to be followed on public matters affecting the Project; coordinate with the General Contractor(s) the obtaining of necessary building permits or other necessary construction approvals for the Projects; and advise the Owner as to any material issues noted by the Architect.

1.1.13. Owner's Representative shall schedule and attend regular meetings with the Architect related to the development of the design.

1.1.14. Owner's Representative shall provide recommendations to the Owner and Architect regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget and Schedule, and possible cost reductions and economies if and when necessary to reconcile the project Budget, Program, and Schedule.

1.1.15. Owner's Representative shall review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are prepared by the Architect. Owner's Representative shall assist the Owner in the evaluation and recommendation of appropriate design alternatives in light of the Owner's Project Program and the Project Budget and Schedule, provided the Owner's Representative shall not assume any of the Architect's responsibilities for design or any of the General Contractor's responsibilities for construction means, methods or costs.

1.1.16. Upon approval by Owner of design development plans and specifications, Owner's Representative shall (a) lead the process on behalf of the Owner in reviewing and coordinating the preparation by the Architect and other Project consultants of the Construction Documents for the Project; and (b) make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the Project Program, Budget or Schedule; or (ii) cause the Project to deviate from the approved drawings or requirements of Owner.

1.1.17. Owner's Representative shall (i) prepare and update detailed cost estimates for the Project. Project Cost Estimates shall include separate line items for each cost category included in the Project cost; with line items for anticipated contracts and subcontracts, and (ii) evaluate pricing for alternative building and engineering systems. In addition, Owner's Representative shall:

1.1.17.1. Revise such Project Budgets at the end of Schematic Design and Design Development with a variance summary with each update, including recommendations on any necessary corrective action for unfavorable variances from the then-current Project Budget.

1.1.17.2. In consultation with the Architect, Owner's Representative shall provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative

designs or materials, and possible cost reductions and economies. Owner's Representative shall provide value engineering recommendations to Owner, but the final decision will, in every instance, be Owner's decision.

1.1.17.3. Owner's Representative shall recommend modifications to the Project design, Project Budget, Project Schedule and Project Program to reconcile each with the others, for final decision by Owner;

1.1.18. Owner's Representative shall assist Owner in setting final Project Budgets, based on the approved design and the Project Schedule, the Project Program, the Project Costs Estimate and financial constraints identified by Owner for the project.

1.1.19. Owner's Representative shall act as Owner's representative in coordinating and assisting the Architect in the preparation of bid documents. Owner's Representative shall manage the bid process and execution of contracts in accordance with Owner's requirements.

1.1.20. Owner's Representative shall assist with pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.

1.1.21. Owner's Representative shall review bids, prepare analyses and make recommendations to Owner for award of contracts for the project.

1.1.22. Owner's Representative shall provide recommendations regarding the General Contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to same.

1.1.23. Owner's Representative shall conduct pre-award conferences with the best and lowest respondent for the Project construction contract; advise Owner regarding the negotiation of business terms of the Project construction contract; and advise Owner on the acceptability of the General Contractor for the Project(s).

1.1.24. Owner's Representative shall make recommendations as to the timely and economical purchases of materials and equipment; and monitor the purchase of such items.

1.1.25. After Owner awards the Project construction contract and before the General Contractor commences work on the site, Owner's Representative shall assist Owner in the preparation of necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the General Contractor's implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of



any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.

1.1.26. Owner's Representative shall represent the Owner in its communications with the Architect, General Contractor, and Consultant(s); schedule, attend, and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the Owner concerning, change orders, submittals, and requests for information.

1.1.27. Owner's Representative shall (i) assist and review the processing of change orders, (ii) advise Owner concerning the necessity for, scope of and recommended cost of change orders, and (iii) negotiate, on Owner's behalf, all change orders with the General Contractor. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.

1.1.28. Owner's Representative shall review applications for payment by the Architect and General Contractor and make recommendations to Owner concerning payment.

1.1.29. Owner's Representative shall direct General Contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work for the Project. In the event of delays impacting the critical path schedule, Owner's Representative shall make recommendations to Owner for corrective action by General Contractor and review General Contractor's recommendations for corrective action.

1.1.30. Owner's Representative shall coordinate the Architect's review and approval of shop drawings, product data and other submittals by the General Contractor.

1.1.31. In conjunction with the General Contractor who has prime contractual responsibility, the Owner's Representative shall additionally review and advise the Owner concerning the adequacy of the General Contractor's personnel and equipment, and the availability of materials and supplies to meet the General Contractor's schedules in relation to the Project Schedule.

1.1.32. Owner's Representative shall enforce the General Contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the Owner may require. Although Owner's Representative shall not guarantee the performance by the General Contractor or their subcontractors, Owner's Representative shall recommend courses of action to the Owner when Owner or Owner's Representative becomes aware that requirements of any Project construction contract are not being fulfilled, or when a General Contractor falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to General Contractor on behalf of the Owner; shall monitor



General Contractor's performance of such recommendations; and shall report General Contractor's progress to the Owner on at least a monthly basis.

1.1.33. Owner's Representative shall notify Owner in writing, with photos and supporting documentation, if Owner's Representative becomes aware that the work of a Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. Owner's Representative shall review test reports and notify the Owner, the Architect and the General Contractor, as appropriate, of deficiencies in the work of which Owner's Representative becomes aware and shall advise the Owner of projected consequences of such default and shall make recommendations to Owner with respect thereto. With the written authorization of Owner, Owner's Representative shall reject work which does not conform to the requirements of the applicable Contract Documents.

1.1.34. Owner's Representative shall advise the Owner concerning the procurement of building materials by the General Contractor regarding budget and schedule implications.

1.1.35. Owner's Representative shall assist with the procurement and installation of FF&E (Furniture, Fixtures, and Equipment) Information Technology, Security, Audio/Visual, Signage, Testing Services, Temporary Facilities and other Owner Directly Procured building systems.

1.1.36. Owner's Representative shall attend on-site review to confirm substantial and final completion of the construction of the Project and notify Owner when Owner's Representative believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.

1.1.37. Owner's Representative shall coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. Owner's Representative shall consult with Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

1.1.38. Owner's Representative shall obtain from the General Contractor record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction completes.

1.1.39. Together with the Architect and Owner, Owner's Representative shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.

1.1.40. Owner's Representative shall complete the final close-out of the Project by (i) obtaining, or causing the General Contractor to obtain, all government approvals required for the legal use and occupancy of the Projects, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project, (iv) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Contractors and the Architect, (v) collecting and/or otherwise resolving any and all back charge claims that Owner may assert against any Architect or Contractors, including assistance with any legal proceedings instituted by Owner and/or any Architect or Contractor, and/or (vi) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

1.2.0 Additional Services

1.2.1 Additional Services required to perform a mutually agreed upon scope of work for various future projects.

1.2.2 Additional Services required due to a material change in the Project's scope of work.

2.0 OWNER'S RESPONSIBILITIES

2.1 Owner's Representative is not acting as a licensed design professional, construction contractor or attorney. As such, Owner shall retain all professional design consultants, construction contractors and legal counsel required for the Project. Owner's Representative does not assume any responsibility for design errors/omissions or work performed by the licensed design professionals and/or contractors contracted by the Owner.

2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Owner Representative's services.

2.3 The Owner shall retain the services of testing and commissioning agencies to furnish all tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.



2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

3.0 CLAIMS AND DISPUTES

3.1 NAVIGATE shall indemnify, defend and hold harmless the Owner, together with its elected officials, employees, agents, architects and engineers, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of NAVIGATE, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Owner shall indemnify, defend and hold NAVIGATE harmless from and against any and all costs, damages and expenses (including attorney fees) that are incurred by NAVIGATE as a result of, or in connection with or relating to Owner's negligence or breach of any provision of this Agreement. NAVIGATE and Owner indemnity and hold harmless obligations shall apply to the fullest extent permitted by law, however, Owner preserves, asserts, and will exercise all immunities and defenses to claims available to Owner as an Illinois County under state and federal law including, but not limited to, the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10 et. Seq.

3.2 NAVIGATE and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

3.3 The Owner and NAVIGATE shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in county where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.



3.5 If the parties do not resolve a dispute through mediation, they shall litigate the dispute unless otherwise mutually agreed.

4.0 TERMINATION OR SUSPENSION

4.1 If the Owner fails to make payments to NAVIGATE in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at NAVIGATE's option, cause for suspension of performance of services under this Agreement. If NAVIGATE elects to suspend services, NAVIGATE shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, NAVIGATE shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, NAVIGATE shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of NAVIGATE's services. NAVIGATE's fees for the remaining services and the time schedules shall be equitably adjusted.

4.2 If the Owner suspends the Project, NAVIGATE shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, NAVIGATE shall be compensated for expenses incurred in the interruption and resumption of NAVIGATE's services. NAVIGATE's fees for the remaining services and the time schedules shall be equitably adjusted.

4.3 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

4.4 The Owner may terminate this Agreement upon not less than sixty days' written notice to NAVIGATE for the Owner's convenience and without cause.

4.5 In the event of termination, NAVIGATE shall be compensated for services performed prior to termination and expenses then due. No payment shall be owed by Owner for any work performed by NAVIGATE after a written notice of termination or election of suspension has been provided by either party unless Owner expressly agrees to post notice of termination or suspension of work in writing.

5.0 MISCELLANEOUS PROVISIONS

5.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or NAVIGATE.

5.2 Unless otherwise required in this Agreement, NAVIGATE shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

5.3 NAVIGATE shall have the right to include photographic or artistic representations of the design of the Project among NAVIGATE's promotional and professional materials.

5.4 Any disputes between parties shall be governed by Illinois Law.

6.0 INSURANCE

6.1 Owner's Representative shall provide insurance with the coverage stated below.

1. Commercial General Liability Insurance: \$3,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence.
2. Workers compensation Insurance: Per State Statutory Requirements
3. Automobile Liability Insurance: \$3,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence.
4. Professional Liability Insurance: \$3,000,000 for each claim.

7.0 COMPENSATION

7.1 Fee for Basic Services – Preconstruction Phase: Owner Representative shall be paid a lump sum fixed fee of Two Hundred and Ten Thousand, Fifty-Nine Dollars (\$210,059) for Preconstruction Phase Services 1.1.1 – 1.1.21.

7.2 Fee for Basic Services – Construction Phase: Owner Representative shall be paid a lump sum monthly fee of Sixteen Thousand, Five Hundred Dollars (\$16,500) for Construction Phase Services 1.1.22 – 1.1.40.

7.2 Additional Services: Owner Representative shall be paid, if authorized in writing by the Owner, in accordance with:

1. Mutually agreed upon scope of work and/or time extension
2. Mutually agreed upon staffing projections
3. The following Schedule of Rates (plus 1.25 Multiplier for all home office overhead, profits and expenses):

Principal:	\$180.00/Hour
Project Director:	\$148.60/Hour
Estimating:	\$123.20/Hour
Assistant:	\$ 51.20/Hour

7.3 Reimbursable Expenses

7.3.1 All home office profit, overhead and direct personal expenses are included in the rates. No additional expenses will be charged with the exception of Owner directed and approved out of town travel.

7.4 Payments to NAVIGATE

7.4.1 Unless otherwise agreed, payments for services shall be made in equal monthly installments over the anticipated duration. Payments are due and payable upon presentation of NAVIGATE's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the legal rate prevailing from time to time in the State of Missouri.



7.4.2 The Owner shall not withhold amounts from NAVIGATE's compensation to impose a penalty or liquidated damages on NAVIGATE.

8.0 SCOPE OF THE AGREEMENT

8.1 This Agreement represents the entire and integrated agreement between the Owner and NAVIGATE and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and NAVIGATE.

8.2 This Agreement is comprised of the following documents listed below:

- 1. Exhibit A – Insurance Certificate
- 2. Exhibit B – Basis of Compensation

Todd A. Sweeney

Member

NAVIGATE Building Solutions, LLC

Name

Title

Franklin County, Illinois