

RESOLUTION 23-1

**WHEREAS**, the Springfield Rail Improvement Project (SRIP) has a projected completion date of January 1, 2025, and

**WHEREAS**, upon completion of the SRIP rail traffic on the Third Street rail corridor (AMTRAK and the Union Pacific Railway) will relocate to the new combined Tenth Street corridor, and

**WHEREAS**, Sangamon County desires to conduct a Third Street corridor redevelopment feasibility study to determine potential future uses of the abandoned corridor, and

**WHEREAS**, the redevelopment feasibility study area will start in the south at the existing Interurban Trail at Stanford Avenue and proceed north primarily along the Third Street corridor to the southern boundary of the Illinois State Fairgrounds, and

**WHEREAS**, the redevelopment feasibility study shall consist of data collection, determining redevelopment concepts, examining existing structures on the corridor, preparing cost estimates and obtaining public input and review of conceptual plans.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sangamon County Board, in session this 14<sup>th</sup> day of June, 2022, approves a contract with Hanson Professional Services Inc. for \$250,000 to conduct a redevelopment feasibility study for the Third Street rail corridor.

\_\_\_\_\_  
Chairman, Sangamon County Board

ATTEST:

\_\_\_\_\_  
County Clerk

**RECEIVED**  
2660

JUN 09 2022

Andy Goleman  
SANGAMON COUNTY AUDITOR

Approved by the Finance Committee, June 14, 2022.

\_\_\_\_\_, Chairman

**FILED**

JUN 10 2022

*Don Hays*  
Sangamon County Clerk

Hanson Professional Services Inc.  
**Professional Services Agreement (PSA)**  
**LEGL0200- 22L0025**

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 23rd day of May, 2022, between Sangamon County, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to provide professional services in connection with Third Street Redevelopment, subsequently referred to as "Project."

By this PSA, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C-S) Rev 8 are incorporated into and made a part of this PSA.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

**Hanson Professional Services Inc.**

**Sangamon County**

By: DocuSigned by:  
Sergio Pecori  
5843D8513730425...  
Sergio Pecori

By: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Date: 5/23/2022

Date: \_\_\_\_\_



## Attachment A – Scope of Services

LEGL0200- 22L0025

Effective Date: 5/23/2022

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### Project Description:

Hanson Professional Services Inc. (ENGINEER) shall prepare a 3<sup>rd</sup> Street corridor redevelopment feasibility study for the 3<sup>rd</sup> Street rail corridor currently occupied by the Union Pacific Railway Company (UP). It is anticipated the UP will be relocated to the 10<sup>th</sup> Street rail corridor by the end of 2025. The limit of the feasibility study from south to north is from the existing Interurban Trail at Stanford Avenue to an entrance at the southern edge of the Illinois State Fairgrounds.

After the feasibility study is complete the ENGINEER will be retained to provide professional services for Phase I and Phase II engineering services along with land acquisition services and Phase III construction engineering services. These services are not a part of this Scope of Services and will be completed as a supplement or separate PSA.

The Project shall be designed in accordance with IDOT Bureau of Local Roads Manual following policies and procedures for Federal-Aid Projects.

### Services:

The Scope of Services to be provided is limited to the following:

Note: Hanson Professional Services (Hanson) intends to utilize the services of RDG Planning & Design (RDG) for some services, as identified below

1. Data Collection (Hanson)
  - a. Obtain existing aerial photography, lidar data, property information and utility information from Sangamon County and the City of Springfield. Request utility record information from affected utility companies. Field survey of utilities in not included. Obtain existing vehicular traffic count information for streets that intersect the 3<sup>rd</sup> Street corridor from the City and IDOT. No new traffic counts are anticipated.
  
2. Redevelopment concepts (RDG & Hanson)
  - a. Determine conceptual plan for a multi-use trail to connect from the existing Interurban Trail at Stanford Avenue to an entrance at the Illinois State Fairgrounds. (Hanson)
  - b. Determine proposed enhancements to existing and the creation of new connections between downtown districts and the adjacent neighborhoods to provide equitable access to community services, employment centers and civic and cultural amenities. (RDG)
    - i. Gather information of existing trail, land use, and neighborhood / district plans.
    - ii. Potential enhancements may include but not limited to lighting, signage, plant

material, special paving, and street furniture.

- c. Recommendations for a series of public spaces to serve community residents and enhance adjacent land uses including opportunities to incorporate public art, performance and vendor space, and interpretive historical & cultural storytelling. (RDG)
- d. Coordinate with client and local economic development agencies to gather information that identifies public and private redevelopment opportunities that address the needs of downtown Springfield and use this information to advance overall revitalization efforts of the 3<sup>rd</sup> Street corridor. (Hanson)
- e. Identification of sustainable development opportunities such as integrated green stormwater infrastructure and native landscaping. (RDG)

### 3. Structures (Hanson)

- a. Request existing structure plans or condition ratings from the railroad companies for the following existing structures:
  - i. UPRR over Capitol Avenue
  - ii. UPRR over Dodge Street
  - iii. UPRR over 9<sup>th</sup> Street
- b. Prepare proposed bridge drawings for any grade separation structures required in the 3<sup>rd</sup> Street corridor. Preparation of TS&L drawings will be included in a future phase of the project.

### 4. Conceptual Plans (Hanson & RDG)

- a. Determine design criteria for shared-use trail. (Hanson)
- b. Develop typical sections for the shared-use trail. (RDG)
- c. Create proposed alignment and profile for shared-use trail. (Hanson)
- d. Prepare concept level plan and profile sheets (Scale: 1" = 50' H., 1" = 5' V.) (Hanson)
- e. Prepare concept level typical intersection details for shared-use trail and cross street. Only one typical intersection will be detailed. (Hanson)
- f. Identify limits of temporary easement or right of way needs. (Hanson)
- g. Prepare exhibit of proposed enhancements for shared-use trail (RDG)
- h. QC/QA
- i. Conceptual plans will be prepared in English units (feet) using Microstation and AutoCad software in accordance with CAD conventions of Illinois Department of Transportation (IDOT) in IL State Plane Coordinates (West Zone)

### 5. Cost Estimates (Hanson & RDG)

- a. Prepare cost estimates for a typical multi-use trail through the 3<sup>rd</sup> Street corridor and another alternative with aesthetic enhancements along the multi-use trail. Estimating will include design, land acquisition, utility relocation, construction and a contingency. The estimates will be based on standard unit costs for major items of construction. Individual pay item quantities will not be calculated.

### 6. Recommendation Report (RDG & Hanson)

- a. Prepare a report discussing the redevelopment concepts. This report will include the concept plans. Conduct one in-person meeting with client presenting recommendations.

The Corridor Redevelopment Opportunities Report dated April 2011 will be utilized as a starting point for the recommendation report.

7. Coordination Meetings (Hanson & RDG)

- a. Attend regular coordination meetings with the Springfield Rail Improvements Project steering committee (anticipated monthly) and provide short project updates. Meet with City, County and IDOT as required (assume a total of 6, RDG attend 2 virtual).

8. 3<sup>rd</sup> Street Redevelopment Steering Committee Meetings (Hanson & RDG)

- a. Steering committee will be established to help oversee the project and provide project input where necessary. This committee will be separate from the Springfield Rail Improvements Project Steering Committee.
- b. Prepare agenda and meeting minutes
- c. Meeting preparation includes PowerPoint presentation
- d. Meetings
  - i. Meetings will be held at Hanson along with the option to attend virtually. RDG will attend virtually.
  - ii. Assume 1 meeting per month for 6 months
  - iii. Steering Committee members
    - 1. Illinois State Senator - Doris Turner
    - 2. City of Springfield Mayor – Jim Langfelder
    - 3. Sangamon County Board Chairman – Andy Van Meter
    - 4. Illinois State Representative – Tim Butler
    - 5. City of Springfield Ward 6 Alderwoman – Kristin DiCenso
    - 6. Springfield Public Works Director – Nate Bottom
    - 7. Sangamon County Administrator - Brian McFadden
    - 8. Illinois Department of Transportation Representative – TBD
    - 9. State of Illinois, The Office of the Architect of the Capitol – TBD
    - 10. Springfield Sangamon Growth Alliance – CEO – Ryan McCrady
    - 11. The Greater Springfield Chamber of Commerce – CEO – Mike Murphy
    - 12. Downtown Springfield, Inc. - Chair – Brian Wojcicki
    - 13. Mid Illinois Medical District – Chair – Ryan Croke
    - 14. Sangamon County Board Member - TBD

9. Public Involvement (Hanson & RDG)

- a. Hold one public meeting to discuss the 3<sup>rd</sup> Street corridor redevelopment. Assume 8 presentation boards.

10. Project Management (Hanson)

- a. Project kick-off meeting – internal and with client.
- b. Project startup.
- c. Staffing and management plan.
- d. Financial and Schedule Control.
- e. Coordination with City, County and IDOT.
- f. Project Startup and Closeout.

The COUNTY will provide or cause to be furnished the following:

- The COUNTY will make available digital files of aerial photographs, contours, and basic topography from Sangamon County G.I.S. data.
- Existing roadway and right-of-way plans.
- Existing traffic volume data on cross streets within the project limits.

The following assumptions have been made for this scope of services:

- Construction of the project will be funded with State and Federal funds.
- The project will not require the submittal of a Design Variance Report.
- The railroad track and at-grade crossing gates and signals are removed.

The following items are not included in the scope of work but could be added if requested by the COUNTY:

- Data collection of environmental resources and mapping (i.e., wetland maps, floodplain maps, topographic mapping, threatened and endangered species, etc.).
- Conduct a site reconnaissance survey to inventory environmental resources in the vicinity of the project area.
- Review of existing PESA from High-speed Rail Project.
- A wetlands survey threatened and endangered species surveys, cultural resource survey, special waste investigations (PESA and PSI), a programmatic or individual Section 4(f) evaluation, Section 106 documentation, or mitigation planning and design.
- A noise study.
- The project is assumed to not require an individual Section 404 permit or individual Section 401 water quality certification and would be covered under Statewide Permit No. 12 and not require an individual floodplain permit from the Illinois Department of Natural Resources, Office of Water Resources.
- Intersection Design Study of the multi-use trail and cross streets.
- Completed Local Project Development Report and design approval.

## Attachment B – Charges for Services

LEGL0200- 22L0025

Effective Date: 5/23/2022

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### Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0. Billings will be issued at least monthly and will be based upon total services completed and expenses incurred at the time of the billing.

Consultants' fee will be charged at cost with no mark up by Hanson. Consultants will invoice at their audited multiplier times direct labor cost plus expenses.

### Cost of Services:

The total cost to accomplish the Scope of Services for this project will be \$250,000.00. Hanson agrees not to exceed \$250,000.00 without prior notification to the Client.



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## General Conditions

Hanson Agreement: **LEGL0200-22L0025**

Agreement Date: **May 10, 2022**

Project Name: **Third Street Redevelopment**

**1. Invoices:** Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. ~~CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services.~~ Payment of invoices for undisputed services shall not be subject to any discounts or set offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. ~~All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.~~

**2. Termination:** This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, other than a material breach of this Agreement by HANSON, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

**3. Reuse of Documents:** All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold

harmless HANSON from all claims, damages, losses and expenses ~~including court costs and attorney's fees~~ arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

**4. Standard of Care:** Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

**5. General Liability Insurance and Limitation:** HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent, intentional and reckless acts or omissions, with the following limits: which HANSON considers reasonable.

Commercial General Liability:  
\$1,000,000 Each Occurrence; \$2,000,000 Annual General Aggregate.

Business Auto Liability:  
\$1,000,000 Each Accident.

Worker's Compensation: Statutory.

Employer's Liability:  
\$1,000,000.00 Bodily Injury, each injury  
\$1,000,000.00 Disease, each employee  
\$1,000,000.00 Disease, policy limits.

Umbrella Policy:  
\$10,000,000 Each Occurrence  
\$10,000,000 Annual Aggregate.





Certificates of insurance shall be provided to CLIENT upon request in writing. ~~HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability to the extent caused by any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control. Nothing in this Agreement shall be construed to limit HANSON's liability for any act or omission by HANSON, its employees, subconsultants or others working on the Project over which HANSON has supervision or control.~~

**6. Suspension of Services:** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

**7. Delays:** The CLIENT agrees that HANSON is not responsible for damages arising directly or indirectly from any delays for causes beyond HANSON's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions (that could not previously have been discovered by HANSON while exercising the standard of care required in Article 4).

In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON and CLIENT shall be entitled to endeavor to negotiate in good faith a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

**8. Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be

liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

**9. Contingency Fund:** ~~The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes. Not used.~~

**10. Additional Limitation:** ~~In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than~~



that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above. **Professional Liability Insurance:** HANSON shall maintain professional liability coverage in the amount of \$10,000,000 per claim and \$10,000,000 in the annual aggregate for the period of design and construction of the Project and for a period of four (4) years following Substantial Completion, if such coverage is reasonably available at commercially affordable premiums. Certificates of insurance shall be provided to CLIENT.

**11. Personal Liability:** It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

**12. Assignment.** Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**13. Statutes of Repose and Limitation:** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

**14. Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

**15. Authority and Responsibility:** HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

**16. Right of Entry:** CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

**17. Utilities:** CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

**18. Job Site:** Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out



the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

**19. Opinions of Cost:** Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

**20. Shop Drawing Review:** CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

**21. Record Drawings:** CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the standard of care as set forth in these General Conditions

**22. Confidentiality:** Each party shall retain as confidential, all information and data furnished to it by

the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party unless otherwise required by law.

**23. Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

**24. Severability:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

**25. Survival:** Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**26. Entire Agreement:** This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

**27. Modification to the Agreement:** CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this



Agreement by a written amendment to the Agreement.

its subcontractors in the performance of professional services pursuant to this Agreement.

**28. Governing Law:** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

29. Hanson agrees to maintain an affirmative action policy as required by Section 2.72.040 of the Sangamon County Code.

30. Hanson certifies it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.

31. Hanson certifies it is not delinquent in the payment of any tax administered in Sangamon County or the State of Illinois.

32. This Agreement does not authorize an expenditure of Sangamon County funds in excess of the amount authorized by the Sangamon County Board (the "Board"), unless the Board specifically approves an additional expenditure. Hanson agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to Sangamon County exceeds the amount authorized by the Board.

**33. Indemnification:**  
HANSON agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Client, its officers and employees, from and against liability for damages, losses, costs, claims, suits, or actions where such liability arises out of or in connection with the negligent acts, errors or omissions (other than those committed in connection with the performance of professional services) of HANSON or any individual or entity for whose non-professional negligent acts, errors or omissions HANSON is legally liable and which are the proximate cause of bodily injury or property damage.

HANSON agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers and employees, from and against damages, losses and costs (including, to the extent allowable by law, reasonable attorney's fees and defense costs and expenses incurred in connection with the defense of third party claims) to the extent caused by the negligent acts, errors or omissions of HANSON and