

Resolution # 11

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of Coroner's Office wishes to procure goods and/or services from NMS Labs for the purpose of toxicology testing in the amount of approximately \$70,000.00; and

WHEREAS, this purchase will allow Coroner's Office to provide toxicology testing; and

WHEREAS, as documented by the approval of this resolution, Jail Committee has approved the Coroner's Office Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of February, 2026, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

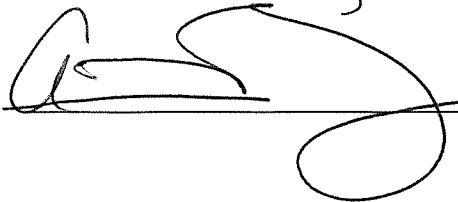
ATTEST:

County Clerk

Approved by the Jail Committee January 20, 2026

FILED

JAN 20 2026



Chairman

Attachment:  Purchase Order form
Sangamon County Clerk

LIVE ** Sangamon County ** LIVE
Purchase Order Edit Listing

Department	P.O. Number	Type	Vendor/Vendor Address	Description/Bill to Address
COR.ADMN Coroner,Administration		*Standard	29429-NATIONAL MEDICAL SERVICES INC	Toxicology Testing
	G/L Date: 12/29/2025		NATIONAL MEDICAL SERVICES INC	Coroner
	Deliver By Date:		dba NMS Labs	200 S Ninth St, Room 303
	Expiration Date:		200 Welsh Rd	Springfield, IL 62701
	Form Type: STND		HORSHAM, PA 19044	
	Resolution Number: None			
	Assigned to: None			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
	Autopsy Pathologist; Autopsy Toxicology - Toxicology Testing		1.0000	EA	70,000.0000	70,000.00
	Contract Number:	Confirming: No	Ordered For:	Ship To: Coroner		
	List Price Per Unit: 70,000.00	1099 Item: Yes	Ship Via:	200 S Ninth St, Room 303		
	Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield, IL 62701		
	Create Asset: No	Associate To Asset:				

Total
Purchase
Order
Items: 1

Purchase Order Amount: \$70,000.00

Purchase Order Encumbrances: \$70,000.00

Total Purchase Orders: 1

Purchase Order Amount: \$70,000.00

Purchase Order Encumbrances:
\$70,000.00

RES. 12

VILLAGE OF CURRAN, ILLINOIS

ORDINANCE NO. 2025-03

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND
DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY
OF SANGAMON AND VILLAGE OF CURRAN RELATED TO BUILDING AND
PROPERTY CODE INSPECTIONS, PERMITTING, AND VIOLATIONS

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF CURRAN, ILLINOIS

THIS 9th DAY OF October, 2025

Published in pamphlet form by the authority of the President and Board of
Trustees of the Village of Curran, Sangamon County, Illinois,
this 9 day of October, 2025.

FILED

JAN 22 2026

Don J. Hays

Sangamon County Clerk

RECEIVED
JAN 22 2026
Sangamon Co. Zoning

ORDINANCE NO. 2025-03

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND
DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY
OF SANGAMON AND VILLAGE OF CURRAN RELATED TO BUILDING AND
PROPERTY CODE INSPECTIONS, PERMITTING, AND VIOLATIONS**

WHEREAS, the Village of Curran is an Illinois non-home rule municipal corporation pursuant to Article VII, § 8 of the 1970 Illinois Constitution, organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, “[t]he corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper.” 65 ILCS 5/1-2-1; and

WHEREAS, there has been presented to and there is now before the meeting of the President and the Board of Trustees (Corporate Authorities) of the Village Of Curran, Sangamon County, Illinois (Village), at which this Ordinance is adopted, the “INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF SANGAMON AND THE VILLAGE OF CURRAN, ILLINOIS” (Agreement) related to building inspections and permitting, to be entered into by and between the Village and SANGAMON COUNTY, Illinois (County).

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CURRAN, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the Board of Trustees of the Village of Curran, Illinois.

SECTION 2: That the Agreement by and between the Village and the County, in substantially the form thereof that has been presented to and is now before the meeting of the Corporate Authorities at which this Resolution is adopted, is hereby authorized and approved.

SECTION 3: All ordinances and parts of ordinances in conflict or inconsistent with the provisions of this Ordinance are hereby superseded to the extent that they may conflict.

SECTION 4: In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5: This Ordinance shall take effect upon its passage and publication as required by law.

SECTION 6: The Village President is authorized and directed to sign and the Village Clerk is authorized and directed to attest to this ordinance.

SECTION 7: The Village Clerk shall publish this Ordinance in pamphlet form and see to inclusion of this Ordinance in the next update of the Village Code of Ordinances.

PASSED this 9th day of October, 2025.

AYES:	<u>4</u>
NAYS:	<u>3</u>
PRESENT:	<u>7</u>
ABSTAIN/ABSENT:	<u>0</u>

APPROVED by the Village President of the Village of Curran, Illinois, this 9th day of October, 2025.


VILLAGE PRESIDENT

ATTEST:


Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF SANGAMON)

CERTIFICATE

I certify that I am the duly appointed or elected and acting Clerk of the Village Of Curran, Sangamon County, Illinois, and, as such, am the keeper of records and seal thereof.

I further certify that the foregoing is a true, complete, and correct copy of Ordinance No. _____ of said Village; that said Ordinance, entitled:

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF SANGAMON AND VILLAGE OF CURRAN RELATED TO BUILDING AND PROPERTY CODE INSPECTIONS, PERMITTING, AND VIOLATIONS

was passed by the Board of Trustees of the Village Of Curran, Sangamon County, Illinois, by ye and nay vote on the 9th day of October, 2025; that said Ordinance was approved by the Village President on the 9th day of October, 2025; and that said Ordinance was then deposited in the office of the Village Clerk of said Village and filed therein; and that the same was recorded in the Record of Ordinances of said Village.

I further certify said Ordinance _____ provided by its terms that it should be published in pamphlet form; that the pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof, was prepared; that a copy of such Ordinance was posted in the Village Hall, commencing on of July, 2025, to continue for at least ten (10) days thereafter; and that copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

DATED at Curran, Illinois, this 9th day of October, 2025.

(SEAL)

Karie Bullard
Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF SANGAMON AND
THE VILLAGE OF CURRAN, ILLINOIS**

THIS AGREEMENT is entered into on this 9 day of, October, 2025, by and between the **County of Sangamon, Illinois**, ("the County") and **The Village of Curran, Illinois**, an Illinois municipal corporation, located in Sangamon County, Illinois.

WITNESSETH:

WHEREAS, Section 1.0 of Article 7 of the 1970 Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act (5/ILCS 220/3) both contemplate and support joint agreements by and between municipalities and other local governmental bodies; and

WHEREAS, both Sangamon County ("the County") and The Village of Curran, Illinois have adopted the International Building Code, the International Residential Code, and the International Property Maintenance Code; and

WHEREAS, the County has the staff and resources to enforce the Code through its Building and Safety Department ("Department"), but the Requesting Entity lacks the staff and resources to enforce the Code; and

WHEREAS, (hereinafter "Requesting Entity") has made a formal request to the Sangamon County Department of Building and Zoning seeking assistance, as allowed; and

WHEREAS, the County of Sangamon agrees to provide assistance, through the Department, as described below in this Agreement.

NOW, THEREFORE, pursuant to the constitutional and statutory authority identified above, in recognition of the compelling reasons outlined in this Agreement, the County and the Requesting Entity hereby agree as follows:

1. **Recitals**. The parties acknowledge the accuracy of the foregoing recitals which are incorporated herein by reference and are made a part of this Agreement.

2. **Description of Services**. The parties agree that, in return for compensation by the Requesting Entity specifically outlined below as related to the specific request related to the services required, Department will provide the following service(s) to the requesting entity (Check all that apply):

- A. ☒ **Residential Inspections and Permitting**. The County of Sangamon, through the Department, shall process all residential permit applications and conduct all inspections related thereto upon referral by the Requesting Entity. After consultation with the Requesting Entity, the County shall have the authority to determine whether a residential property is in compliance with the International Building Code and/or the International Residential Code. The County shall be entitled to keep all fees ~~generated~~ established and charged by the County pursuant to this agreement, and Requesting Entity shall be entitled

to keep all fees established and charged by the Requesting Entity. The Department shall report to the Requesting Entity each time a building application is approved, providing the address of the building, owner(s) name(s), and summary description of the building or other structure on the property to be erected or remodeled.

- B. ✓ **Commercial Inspections and Permitting.** The County of Sangamon shall process all commercial permit applications and conduct all inspections related thereto upon referral by the Requesting Entity. After consultation with the Requesting Entity, the County shall have the authority to determine whether a commercial property is in compliance with the International Building Code. The County shall be entitled to keep all fees ~~generated established and charged by the County pursuant to this agreement, and Requesting Entity~~ shall be entitled to keep all fees established and charged by the Requesting Entity. The Department shall report to the Requesting Entity each time a building application is approved, providing the address of the building, owner(s) name(s), and summary description of the building or other structure on the property to be erected or remodeled.
- C. ✓ **Property Maintenance Code Violations.** If the parties have agreed to the services described herein under either 2A or 2B, the County of Sangamon may also enforce the International Property Maintenance Code for the Requesting Entity. After consultation with and upon the invitation of the Requesting Entity, the County shall have the authority to determine whether any property is in violation of the Code. Prior to the performance of any requested inspection, the undersigned parties shall agree on the inspection fee of, and the Requesting Entity shall pay the agreed fee to the County upon completion of the inspection. If a property is declared to be a dangerous building and the property owner fails to comply with notice provisions within the time given, a separate agreement between the undersigned entities for any expenses related to the demolition of said building will be required before the County will proceed with any part of the demolition process. If the Requesting Entity fails to make any payment due the County under this Intergovernmental Agreement within forty-five days of the rendering of the services related to the charge, the Requesting Entity agrees to pay the County all costs and expenses, including all court costs, litigation expenses, and reasonable attorney's fees, incurred by the County in attempting to recover money due the County under this Intergovernmental Agreement.

3. This Agreement may be executed in counterparts.

4. This agreement is terminable at will by either party upon 10 days written notice to the other.

5. The Requesting Entity agrees to indemnify, defend, and hold harmless the County and its officers, employees, and agents from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgements and awards, and costs and expenses (including reasonable attorney's fees), arising directly or indirectly, in whole or in part, or related in any way to, this Intergovernmental Agreement, except to the extent that such claims or actions arise out of any willful misconduct or gross negligence on the part of the County. The provision of this section shall survive termination or expiration of this Intergovernmental Agreement.

5.6. With respect to each party, becoming a signatory to this Agreement or performance under the terms of this Agreement shall not be deemed to waive any governmental immunity or defense to which either Party would otherwise be entitled under statute or common law in the absence of this Agreement.

IN WITNESS WHEREOF, County and the Requesting Entity hereto have caused this Agreement to be made effective and executed by their respective duly authorized officials.

COUNTY OF SANGAMON, ILLINOIS

By: _____

Date: _____

THE VILLAGE OF CURRAN, ILLINOIS

By: Kimberly Luby

Date: October 9 2025

Resolution # 13

WHEREAS, County policies and procedures require both the assigned oversight committee and the Finance Committee to approve all requests to apply for grants from Federal and State agencies, as well as grants from all other entities; and,

WHEREAS, County policies and procedures require that the acceptance of grants of \$30,000 or more must be approved by the full County Board;

WHEREAS, the Department of Sangamon County Child Advocacy Center/CASA wishes to apply for and accept an a grant from Office of Juvenile Justice and Delinquency Prevention for the CASA program in the amount of approximately \$94,586.00; and

WHEREAS, this grant will allow Sangamon County Child Advocacy Center/CASA to provide Advocacy for the best interest of children who have experienced abuse or neglect and are in care; and

WHEREAS, as documented by the approval of this resolution, the Finance Committee has approved the Sangamon County Child Advocacy Center/CASA Department's request to apply for the Growth grant and the committee recommends that the County Board approve the acceptance of this grant, if awarded by Office of Juvenile Justice and Delinquency Prevention.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of February, 2026, approves the acceptance of the Growth grant, which is detailed above, if the grant is awarded to the County by Office of Juvenile Justice and Delinquency Prevention. The County Administrator is authorized to sign required grant documents to execute the agreement for this grant.

FILED

JAN 27 2026

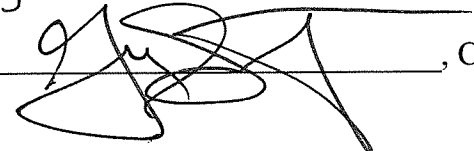
Don / Hays
Sangamon County Clerk

ATTEST:

County Clerk

Chairman, Sangamon County Board

Approved by the Finance Committee January 27, 2026

_____, Chairman

13-2

SANGAMON COUNTY - GRANT APPROVAL FORMRequesting Department: Child Advocacy CenterGrant Program Title: GrowthThis request is for: ☒ a new grant ☐ renewal or extension of an existing grantGrantor: Office of Juvenile Justice and Delinquency Prevention

Brief description of the grant program and its benefits to Sangamon County:

This Growth Grant will support the expansion of our volunteer base by strengthening recruitment, training, and outreach infrastructure.

Anticipated Grant Revenue Amount: \$94,586.00Are matching funds required? ☐ Yes ☒ No

If yes, please state the amount and the source of matching funds:

If this grant is approved, will any new personnel be hired: ☐ Yes ☒ No

If Yes, please indicate the number and cost of personnel:

Are there any **indirect** costs or **legal** requirements associated with this grant (i.e., increased workload on existing staff, requirements to continue specific programs after grant periods, etc.): ☐ Yes ☒ No

If Yes, please provide details. Include attachment if needed:

	Current FY	Current FY + 1	Current FY + 2
Number of Employees			
Personnel Costs (in dollars)			
Fringe Benefit Cost			
Other Costs (Equipment, etc)			
Total Cost			

Requested by: *Dennis Flanagan*

(Department Head Signature)

Date: 1/7/26

RECEIVED
2660

JAN 20 2026

Andy Goleman
SANGAMON COUNTY AUDITOR

RES. 14

**RESOLUTION AUTHORIZING AN INVESTMENT IN THE
SANGAMON COUNTY RESCUE SQUAD**

WHEREAS, the Sangamon County Rescue Squad provides specialized rescue capabilities that support municipal and rural fire districts and other emergency agencies throughout Sangamon County, and has provided these services to the residents of Sangamon County for many years; and

WHEREAS, the Sangamon County Board has observed a decrease in Sangamon County Rescue Squad call volume over a number of years, raising concerns about utilization and long-term effectiveness, and in response members of the County Board and professional county staff have met with fire chiefs and representatives from fire protection districts across the County to discuss rescue service needs, coordination, and opportunities to strengthen countywide emergency response and better align Rescue Squad services with those needs; and

WHEREAS, fire district leaders indicated they would utilize the Sangamon County Rescue Squad more frequently if equipment, training, staffing, and operational training standards were enhanced and aligned with countywide emergency response needs; and

WHEREAS, professional county staff have worked collaboratively with the Sangamon County Rescue Squad and fire chiefs from across the County to establish service priorities, budget recommendations, and equipment and training needs necessary to expand rescue services in a manner that meets the needs of countywide emergency agencies, and this plan has been recommended by the Director of the Office of Emergency Management and Rescue Squad leadership; and

WHEREAS, the Sangamon County Board finds that a reasonable, targeted investment is appropriate to evaluate whether improved equipment, protective gear, training, and paid leadership result in increased utilization and demonstrated value to county agencies and residents; and

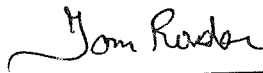
WHEREAS, investing in updated rescue equipment, personal protective gear, and training is intended to improve responder safety, enhance rescue capabilities, and strengthen the Rescue Squad's ability to support fire districts during resource-intensive incidents; and

WHEREAS, establishing a paid Rescue Squad Chief position is intended to strengthen coordination, training oversight, equipment management, consistency of operations, and communication with county agencies and fire districts.

NOW, THEREFORE, BE IT RESOLVED, by the Sangamon County Board, Illinois, this 10th day of February, 2026, that the County authorizes an investment of up to \$58,000 for the Sangamon County Rescue Squad for new equipment, personal protective gear, and training, as further detailed in Exhibit A, attached hereto, and acknowledges that this action represents a total investment exceeding \$108,000 in 2026 when including associated operational costs.

AND, BE IT FURTHER RESOLVED, that the Sangamon County Board expresses its appreciation to the members of the Sangamon County Rescue Squad and to the fire districts across the County for their collaboration and commitment to public safety.

Approved by the OEM Committee, January 28, 2026.



Chairman

Chairman, Sangamon County Board

ATTEST:

County Clerk

14-2

Sangamon County Rescue Squad

			2026	
			\$14,100.00	
Dive			\$0.00	NFP has \$4,000 to go towards this
Dress Gear	NFP	4000	\$1,900.00	CHS Grant covers \$80.00
EMS			\$24,225.00	
PPE			\$4,875.00	CHS Grant for 50%; \$4,920
Rescue	CHS Grant 50%	5000	\$7,300.00	
Vehicle Maintenance			\$1,000.00	
Fuel			\$2,000.00	
Training				
Mobile Air Cascade			\$2,470.00	
Maintenance and Parts				
		TOTAL	\$57,870.00	
			\$16,150.68	
All Building Costs				
30% Chief Salary and Fringe/yr			\$27,116.70	
Starcom Radio's Payback or User fee		2026	\$7,248.80	
		TOTAL	\$50,516.18	
		TOTAL	\$108,386.18	

***FYI Starcom Radio's	Payback	2027	\$7,248.80
	Payback	2028	\$7,248.80
	Payback	2029	\$7,248.80
	Payback	2030	\$6,264.00
	User fee	2031	\$6,264.00
	User fee	2032	\$6,264.00
	User fee	2033	\$6,264.00
	User fee	2034	\$6,264.00
Note	If replacement batteries needed, \$100 each		

Exhibit A

RES. 15

A Resolution Amending the Sangamon County Ambulance Ordinance

WHEREAS, Sangamon County has previously adopted a Sangamon County Ambulance Ordinance codified in Sections 8.16.010 through 8.16.080 of the Sangamon County Code; and

WHEREAS, substantial changes in technology and ambulance dispatch have occurred since adoption of the Sangamon County Ambulance Ordinance; and

WHEREAS, the Sangamon County Office of Emergency Management and Sangamon County Central Dispatch working in conjunction with local hospitals, and private and public ambulance service providers in Sangamon County has reviewed appropriate standards for ambulance dispatch and a permit application process; and

WHEREAS, the Sangamon County Office of Emergency Management and Sangamon County Central Dispatch has designed, and the Sangamon County OEM/911 Committee has approved substantial modifications to the Sangamon County Ambulance Ordinance;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Sangamon County, in session this 10th day of February, 2026, hereby amends the Sangamon County Ambulance Ordinance, Sections 8.16.010 through 8.16.080 of the Sangamon County Code. A copy of said amendment is attached hereto and marked "Exhibit A" and adopted in its entirety.

Approved by the _____ OEM Committee _____ January 28, 2026 _____

Tom Rader, Chairman

Chairman, Sangamon County Board

ATTEST:

County Clerk

15-2

Sangamon County Ambulance Ordinance
Exhibit "A"

Links to Ordinances from Oct 2021 Below:

Chapter 8.16 ALS Ambulance Service

8.16.000 Definitions

8.16.010 Ambulance Service Initial Permit

8.16.020 Permit Requirements

8.16.030 Operational Requirements

8.16.040 Liability Insurance Requirement

8.16.050 Maintenance And Contents Of Records

8.16.060 Obedience To Traffic Laws

8.16.070 Rates

8.16.080 Rules And Penalty For Violation

Sangamon County Ambulance Ordinance – January 2026

8.16.000 Definitions

Advanced Life Support (ALS)/Paramedic. A level of ambulance services as described by the EMS Act.

Applicant. An owner/operator of ambulance company.

Approving authority. Sangamon County Office of Emergency Management or their designee.

BLS/EMT. A level of ambulance service as described by the EMS Act.

City Clerk. The office of the City Clerk serves as registrar for the city and issues permitted licenses for the City of Springfield.

Automatic Vehicle Locator (AVL). A device placed in a vehicle to send a tracking signal via radio frequency.

CMED. A term previously used, but now used only to define a radio frequency in Sangamon County.

Emergency Medical Dispatch (EMD) determinants. Levels of response to EMS related incidents.

Incident Commander. The Officer or Senior Fire Official at the top of the incident chain of command, is in overall charge of the incident, and is primarily responsible for formulating the Incident Action Plan and for coordinating and directing all incident resources to implement the plan and meet its goals and objectives.

Incident Command System. System by which facilities, equipment, personnel, procedures and communications are organized to operate within a common organizational structure designed to aid in the management of resources at emergency incidents.

Intermediate Life Support (ILS)/AEMT. A level of ambulance service as described by the EMS Act.

Jurisdiction. (1) Legal authority to operate or function. (2) Boundaries of a legally constituted entity.

Mobile Data Computer/tablet (MDC/MDT). A communications device, typically a laptop computer or tablet that receives and sends information to and from a dispatch center or vehicle to vehicle.

National Incident System (NIMS). A system that provides a consistent nationwide approach for Federal, State, and local government to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

Permit. Written permission from the authority having jurisdiction's permission for an ambulance operator to be dispatched by SCCDS.

Public Safety Answering Point (PSAP). The location where 911 and other emergency calls are answered. The PSAP for the City of Springfield is Sangamon County Central Dispatch.

Sangamon County Central Dispatch System (SCCDS). A public agency voluntarily established by its members pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act.

Self-dispatching. An unwanted action by which the operator of an ambulance decides to respond his unit to an incident without being dispatched by Sangamon County dispatch. This is not applicable to a private call for service received by the provider.

(Res. 13 (part), September 9, 2008).

8.16.010 Ambulance Service Initial Permit

1. Any operator of a ambulance company that desires to be dispatched by SCCDS shall first obtain a permit. In order to obtain an initial permit the ambulance operator must meet the minimum requirements outlined in this chapter.
 - a. The operator must provide the Sangamon County Office of Emergency Management with all required permit material as detailed in this chapter to review for an initial permit.
 - b. Once all information is reviewed by the Sangamon County Office of Emergency Management, the initial permit application for the operator will be approved by the Sangamon County Board.
 - c. The operator may not provide service until the Sangamon County Board approves the applicant for a permit and the Sangamon County Office of Emergency Management provides the initial permit certificate to the ambulance operator desiring to be dispatched by SCCDS.
 - d. For purposes of enforcement of resolutions, rules and regulations concerning ambulance services in Sangamon County, the enforcing authority shall be the Sangamon County Office of Emergency Management.

Ambulance services provided by a Fire Protection District or other public entities are exempt from the ambulance service *permit* requirements set forth in Section 8.16.030(1) through (4). Fire Protection Districts providing ambulance services shall comply with all other provisions of this resolution, both within their district boundaries and when operating outside their district, except when responding under mutual aid agreements. (Res. 13 (part), September 9, 2008; Res. 22 (part), August 12, 1997).

8.16.020 Initial and Annual Permit Requirements

1. The following minimum requirements shall be met by the ambulance operator prior to the issuance of a permit and on an annual basis as requested by the Office of Emergency Management.

- a. All applicants shall provide the name and address of the applicant and the owner(s) of the ambulances;
 - b. All applicants shall provide all the names under which applicant plans to conduct business;
 - c. All applicants shall provide records showing that its emergency medical personnel are properly licensed by the State of Illinois only upon hire (within 60 days), as renewed, and as requested by the Sangamon County Office of Emergency Management;
 - d. All applicants shall provide a description of each ambulance initially and as changed to include:
 - i. Make,
 - ii. Model,
 - iii. Year of manufacture,
 - iv. Motor and chassis number,
 - v. Current state license number,
 - vi. Length of time ambulance has been in use,
 - vii. Color scheme,
 - viii. Insignia, and
 - ix. Name, monogram, or other distinguishing features.
 - e. All applicants shall provide the locations of any facilities which the applicant intends to use as part of its business operation;
 - f. All applicants must be sponsored by an Illinois Department of Public Health (IDPH) certified resource hospital located within Sangamon County;
 - g. All applicants must show initial proof of meeting the insurance requirements as set forth in this resolution and only as renewed;
 - h. All applicants must provide copies of all licenses/certifications required by the State of Illinois to operate an ambulance service only upon hire (within 60 days), as renewed, and as requested by the Sangamon County Office of Emergency Management;
 - i. Only ambulance operators choosing to participate in SCCDS must have sufficient equipment to provide a minimum of number of ambulances in good operating condition twenty-four hours per day, seven days per week, staffed to meet the minimum requirements for Paramedic/advanced life support as set forth under the E.M.S. Act and this ordinance;
 - j. Each ambulance choosing to participate in SCCDS must be equipped with a Mobile Data Computer/tablet (MDC/MDT) and an Automatic Vehicle Locator (AVL);
 - k. All applicants shall provide such other operational information that may be requested by the County Chairman, the Sangamon County Office of Emergency Management, or the PSAP.
 - l. Existing rates shall be posted in a visible place in the office of the operator and included with initial and annual permit renewals.
2. Each permit of eligibility shall be reviewed annually by the Sangamon County Office of Emergency Management. Permit requirements shall be submitted to the Sangamon County Office of Emergency Management by December 1st of each year as listed in this section. The suspension or revocation of the permit shall be made in accordance with the general practice regarding permits issued by the Sangamon County board.

3. The appropriate method of dispatch for each operator holding a permit shall be in accordance with the EMS System tiered response of the closest appropriate ambulance based on the EMD System adopted by the SCCDS/PSAP.
4. Each operator must provide copies of the certificates for all EMT personnel demonstrating that all employees are compliant with the NIMS (National Incident Management System) training courses IS100 and IS700 within ninety days of their date of hire by providing a copy of their certification one time or as requested by the Sangamon County Office of Emergency Management.
5. Additionally, all advanced providers (A-EMT, paramedics, and Pre Hospital nurses) will complete ICS 200 and ICS 800 within 180 days of hire by providing a copy of their certification one time or as requested by the Sangamon County Office of Emergency Management.
6. Each operator shall confirm compliance with applicable OSHA rules and regulations required for private employers in the State of Illinois. This will be part of the application for permit.
7. The Sangamon County Office of Emergency Management will provide an annual permit certificate to each ambulance operators desiring to be dispatched by SCCDS.

(Res. 13 (part), September 9, 2008; Res. 22 (part), August 12, 1997).

8.16.030 Operational Permit Requirements

1. It has been determined that SCCDS requires a minimum number of ambulances dedicated to the 911 system to meet the needs of the community. The minimum number that is required 24 hours per day is six (6) with that number rising to nine (9) during peak hours of 8:00 am to 8:00 pm. This number will be reviewed on an annual basis and adjusted as needed in order to meet the County resident's needs.
2. The following schedule will be used to provide the number required from each operator based on the number of permits issued by the County (Chart 1):

Number of Permitted Operators	Required ALS Units 24 hours	Required additional units during Peak hours
1	6	3
2	3	2
3 or above	2	1

3. During peak hours, each company shall provide additional ALS, ILS or BLS transport unit. In the event the number of operators decreases, the remaining operators shall increase their minimum number of ambulances available for response to a medical emergencies during peak hours according to the chart in 8.16.030 (2).
4. In the event the number of operators decreases, the remaining operators shall increase their minimum number of ALS ambulances available 24 hours per day for response to a medical emergencies according to the chart in 8.16.030 (2).

5. Ambulance services provided by a Fire Protection District or other public entities are exempt from the ambulance service permit requirements set forth in Section 8.16.030(1) through (4). Fire Protection Districts providing ambulance services shall comply with all other provisions of this resolution, both within their district boundaries and when operating outside their district, except when responding under mutual aid agreements.
6. Any ambulance service operating outside Sangamon County that has entered into an agreement with Sangamon County shall comply with the terms and conditions of that agreement in order to obtain and maintain a permit, including all reporting, documentation, and data-submission requirements as specified therein.
7. ALS Ambulance Nonemergency Standby Coverage.
 - a. To assure that Sangamon County has the required number of ALS ambulances available for response to emergency calls, the services shall notify the Sangamon County Office of Emergency Management, prior to the event, with the following information concerning any special event coverage that the company undertakes:
 - i. Name of the event;
 - ii. Date and time of the event coverage;
 - iii. Other information as requested;
 - iv. Number of ambulances that will be used to cover the event; and
 - v. Confirm there will still be the required number of ambulances available for emergency dispatch within Sangamon County as outlined in 8.16.030 (1) and (2) during the time of the event.
 - b. In the event an operator uses all or part of their required resources during a special event, they shall also provide proof of coverage from another operator to demonstrate compliance with section 8.16.030 (1) and (2).
 - c. The Sangamon County Office of Emergency Management will provide a mechanism to track this information and share the information with the Springfield Fire Department or their designee, to assist in also meeting the requirements in the City of Springfield's Ambulance Ordinance.
8. Miscellaneous Operational Requirements.
 - a. All operators owning MDC/MDT's and AVL's are responsible for their maintenance and must inform dispatch if a problem should occur with the unit's operational capabilities.
 - b. Each ambulance shall log in to the MDC/MDT and clearly indicate when the ambulances is operating at an ALS level of service. This designation must remain permanently visible or appear in a fixed field within CAD on all MDC/MDT systems. If the ambulance's level of service changes, the crew must update the same field accordingly. Any ambulance operating at a lower level of service can leave this field blank.
 - c. Each ambulance shall respond at the determinant level set by Emergency Medical Dispatch Protocol as given by SCCDS or jurisdictional authority if warranted.
 - d. Only the ambulance(s) dispatched to an emergency incident shall respond (i.e., Self-dispatching is prohibited).
 - e. Any ambulance responding to a private call for emergency medical service shall notify dispatch to be placed on a ticket.

- f. All ambulances shall be capable of transmitting on required channels to comply with SCCDS policy on radio communications with rural fire/EMS agencies and for interoperability.
- g. Any Ambulance operator utilizing BLS Ambulances shall have an agreement with an ILS level or higher ambulance provider to ensure that an advanced-level unit can respond and upgrade patient care whenever needed.
- h. The NIMS command system shall be utilized at all emergency scenes. Ambulance personnel shall operate within the incident command system and under the direction of the incident commander on scene of a given incident within a particular jurisdiction.

(Res. 13 (part), September 9, 2008: Res. 22 (part), August 12, 1997).

8.16.040 Liability Insurance Requirement

1. No permit of eligibility shall be issued under this section, nor shall such permit be valid after issuance, nor shall any ambulance be allowed to participate in SCCDS, unless there is at all times in force and effect the following minimum insurance coverage, as required by the State of Illinois for medical carriers. Evidence of such compliance shall be furnished to the Sangamon County Office of Emergency Management.
2. Evidence of such insurance policies shall be submitted to the Sangamon County Office of Emergency Management for approval prior to the issuance of each permit. Satisfactory evidence that such insurance is at all times in force and effect shall be furnished to the license inspector, in such form as he/she may specify, by all operators required to provide such insurance under the provisions of this section.
3. Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the assured, and that until the policy is revoked, the insurance operator will not be relieved from liability on account of nonpayment of premium, failure to renew permit at the end of year, or any act or omission of the named insured.
4. Every insurance policy required hereunder shall extend for the period to be covered by the license supplied for and insurer shall be obliged to give not less than sixty days written notice to the Sangamon County Office of Emergency Management and to the insured before any cancellation or termination of any the policy earlier than its expiration date, and the cancellation or other termination of any such policy shall automatically revoke and terminate the permit issued for the ambulances covered by such policy, unless another insurance policy complying with the provisions of this section shall be provided and be in effect at the time of such cancellation or termination.

(Res. 13 (part), September 9, 2008: Res. 22 (part), August 12, 1997).

8.16.050 Maintenance and Contents Of Records

1. Each operator that receives a permit shall maintain accurate records for all calls received by the ambulance service through SCCDS, or through other sources. Such records shall include the calls for service received from within the county, the number of cancelled calls, the identification number of the ambulance and names of the attendants responding and the response time from when the call is received by the operator until the arrival at the scene, as well as the time of departure from the scene and arrival at a hospital or other destination, and whether or not emergency warning devices were used.

2. The records required to be kept by each ambulance operator in subsection (A) above, shall be available to the Sangamon County Office of Emergency Management on a requested basis either in hard copy or in other media.
3. The Sangamon County Office of Emergency Management shall have the right to inspect records the operator has maintained as specified in the subsection (1) above, for the operation within Sangamon County.
4. Each ambulance shall report to and relay the following information as applicable for each call of service to SCCDS:
 - a. Location;
 - b. Out of Service;
 - c. Available;
 - d. Enroute;
 - e. Arrival;
 - f. In quarters; and
 - g. If the ambulance is operating at the ALS level of care in a permanently visible or appear in a fixed field within CAD on all MDC/MDT systems.
5. Ambulances shall report availability through MDC/MDT's, with alternative methods utilized only when the MDC/MDTs are not available or waiting would be detrimental to the system.
6. Each ambulance shall keep its MDC/MDT and AVL on and operational at all times when the ambulance is in service. If for any reason this equipment were to be out-of-service, they are not notify SCCDS within one-hour of becoming aware of the equipment failure.

(Res. 13 (part), September 9, 2008: Res. 22 (part), August 12, 1997).

8.16.060 Obedience To Traffic Laws

1. No persons shall operate an ambulance in a manner not conforming to the provisions of the motor vehicle laws and regulations of the State of Illinois.

(Res. 13 (part), September 9, 2008: Res. 22 (part), August 12, 1997).

8.16.070 Rates

1. The rates of ambulance service shall be determined by the operator such rates may be changed from time to time by the operator of the ambulance service.
2. All existing rates shall be posted in a visible place in the office of the operator and included with initial and annual permit renewals.

(Res. 13 (part), September 9, 2008: Res. 22 (part), August 12, 1997).

8.16.080 Rules And Penalty For Violation

1. This ordinance is adopted in conjunction with the City of Springfield Ordinance No. 2025-209, which is hereby incorporated by reference as if fully set forth herein.

Compliance with the provisions of the referenced City ordinance shall constitute compliance with all equivalent provisions of this County ordinance. Where this County ordinance imposes additional requirements beyond those contained in the City ordinance, those additional County requirements shall also apply to operations within the County.

This ordinance is not intended to stand alone but to operate in coordination with the City ordinance on the same subject matter. The shared provisions shall be interpreted harmoniously to avoid duplicative or conflicting regulation, while County-specific provisions shall supplement, not replace, the City ordinance.

2. The Sangamon County board may establish such rules and regulations necessary to implement provisions contained above of Sections 8.16.010 through 8.16.070.
3. Any Ambulance operator violating or failing to comply with the provisions of this chapter contained herein, or the rules and regulations established under subsection A above regarding the operation of ambulance services in Sangamon County, shall be fined an amount not less than two hundred fifty dollars or more than seven hundred fifty dollars for each offense. Each day that any violation of, or failure to comply with this resolution is committed or permitted to continue shall constitute a separate and distinct offense.
4. Any operator that is unable to maintain the daily required staffing as set forth in section 8.16.030 for over thirty-five (35) occurrences in a given year may have their Ambulance Permit Revoked for the following year.
5. The imposition of any fine or penalty shall be in accord with the general provisions of the County Code and the procedures established therein.
6. The continued violations or failure to comply with this chapter may result in the suspension or revocation of the ambulance operator's permit of eligibility by the Sangamon County board.

(Res. 13 (part), September 9, 2008: Res. 22 (part), August 12, 1997).

Resolution # 16

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of Elections wishes to procure goods and/or services from CDW-G for the purpose of purchasing 150 Chromebooks and 1yr Chrome Enterprise for each in the amount of approximately 52,798.50; and

WHEREAS, this purchase will allow Department of Elections to provide new Chromebooks for Election Day registration, current ones are out of warranty and cannot be upgraded to Windows 11; and

WHEREAS, as documented by the approval of this resolution, Election Oversight Committee has approved the Elections Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of February, 2026, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Election Oversight Committee _____,

FILED

JAN 30 2026

Don J. May
Attachment: Purchase Order Form
Sangamon County Clerk

_____, Chairman

LIVE ** Sangamon County ** LIVE
Purchase Order Edit Listing

Department	P.O. Number	Type	Vendor/Vendor Address	Description/Bill to Address
COC.ELEC County Clerk,Elections		Exception-Stand	13411-CDW GOVERNMENT INC	Purchase 150 Chromebooks and 1yr Chrome Enterprise
	G/L Date: 02/10/2026		CDW GOVERNMENT INC	County Clerk
	Deliver By Date:		75 Remittance Dr, Suite 1515	200 S Ninth St, Room 101
	Expiration Date:		Chicago, IL 60675-1515	Springfield, IL 62701
	Form Type: STND			
	Resolution Number: None			
	Assigned to: None			

Detail:	Description	Vendor Part Number	Quantity U/M	Amount/Unit	Total Amount
	New Equip < \$500 EX Cap.Outlay; Other Computer Equipment - Purchase 150 Chromebooks and 1yr Chrome Enterprise		1.0000 EA	52,798.5000	52,798.50

Contract Number:	Confirming: No	Ordered For:	Ship To: County Clerk
List Price Per Unit: 52,798.50	1099 Item: No	Ship Via:	200 S Ninth St, Room 101
Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield, IL 62701
Create Asset: No	Associate To Asset:		

Total Purchase Order Items: 1 Purchase Order Amount: \$52,798.50 Purchase Order Encumbrances: \$52,798.50

Total Purchase Orders: 1 Purchase Order Amount: \$52,798.50 Purchase Order Encumbrances: \$52,798.50

Resolution # 17

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of Information Systems wishes to procure goods and/or services from Open Text Inc. for the purpose of renewing the content management software for the scanning and archiving of documents in the amount of approximately \$51,811.80; and

WHEREAS, this purchase will allow Information Systems Department to provide the content management software to multiple county department for efficient retrieval of documents; and

WHEREAS, as documented by the approval of this resolution, Building and Grounds Committee has approved the Information Systems Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of February, 2026, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Building and Grounds

Committee

February 2, 2026

FILED

FEB 04 2026

Dan Deppe

, Chairman

Dan Deppe
Sangamon County Clerk

Attachment: Purchase Order form

LIVE ** Sangamon County ** LIVE

Purchase Order Edit Listing

Department	P.O. Number	Type	Vendor/Vendor Address	Description/Bill to Address
ISD.ADMN Information System,Administration		Exception-Blankt	21151-OPEN TEXT	FY 26 ISD Maintenance - Open Text Renewal
	G/L Date: 12/01/2025		OPEN TEXT DIVISION	Director
	Deliver By Date: 06/01/2026		275 Frank Tompa Drive	200 S Ninth St, Room 312
	Expiration Date: 11/30/2026		Waterloo, ON N2L 0A1	Springfield , IL 62701
	Form Type: STND			
	Resolution Number: None		info@opentext.com	
	Assigned to: None			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
	Contractual Srvcs; Maintenance Agreements - Opentext Renewal 4/1/26-3/31/2027		1.0000	EA	51,811.8000	51,811.80
	Contract Number:	Confirming: No	Ordered For:	Ship To: Director		
	List Price Per Unit: 51,811.80	1099 Item: No	Ship Via:	200 S Ninth St, Room 312		
	Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield , IL 62701		
		Create Asset: No	Associate To Asset:			

Total
Purchase
Order
Items: 1

Purchase Order Amount: \$51,811.80

Purchase Order Encumbrances: \$51,811.80

Total Purchase Orders: 1

Purchase Order Amount: \$51,811.80

Purchase Order Encumbrances:
\$51,811.80

Resolution # 18

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of Information Systems wishes to procure goods and/or services from CDW-G for the purpose of Renewing software licenses for EOS, DameWare and Web Helpdesk for 3 years in the amount of approximately \$ 48,716.19; and

WHEREAS, this purchase will allow Information Sytems to provide remote assistance with PC and server issues as well as managing IT issues; and

WHEREAS, as documented by the approval of this resolution, Building and Grounds Committee has approved the Information Systems Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of February, 2026, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Building and Grounds

Committee February 2, 2026

FILED

FEB 04 2026

Pam Deppe, Chairman

Don Hays
Sangamon County Clerk

Attachment: Purchase Order form

LIVE ** Sangamon County ** LIVE

Purchase Order Edit Listing

Department	P.O. Number	Type	Vendor/Vendor Address	Description/Bill to Address
ISD.ADMN Information System,Administration		Exception-Blankt	13411-CDW GOVERNMENT INC	FY 26 ISD Maint. Solarwinds License Renewals
			CDW GOVERNMENT INC	Director
			75 Remittance Dr, Suite 1515	200 S Ninth St, Room 312
			Chicago, IL 60675-1515	Springfield , IL 62701
	G/L Date: 01/01/2026			
	Deliver By Date: 11/30/2026			
	Expiration Date: 11/30/2026			
	Form Type: STND			
	Resolution Number: None			
	Assigned to: None			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
			1.0000	EA	32,517.6300	32,517.63
	Contractual Svcs; Maintenance Agreements - Solarwind Renewal E250, 3 years					
	Contract Number:	Confirming: No	Ordered For:	Ship To: Director		
	List Price Per Unit: 32,517.63	1099 Item: No	Ship Via:	200 S Ninth St, Room 312		
	Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield , IL 62701		
		Create Asset: No	Associate To Asset:			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
			1.0000	EA	645.1200	645.12
	Contractual Svcs; Maintenance Agreements - Dameware RMT Tech Sub 2 Part# 212001 3 years					
	Contract Number:	Confirming: No	Ordered For:	Ship To: Director		
	List Price Per Unit: 645.12	1099 Item: No	Ship Via:	200 S Ninth St, Room 312		
	Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield , IL 62701		
		Create Asset: No	Associate To Asset:			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
			1.0000	EA	3,870.7200	3,870.72
	Contractual Svcs; Maintenance Agreements - Dameware RMT Tech 12 Part 2120001 3 years					
	Contract Number:	Confirming: No	Ordered For:	Ship To: Director		
	List Price Per Unit: 3,870.72	1099 Item: No	Ship Via:	200 S Ninth St, Room 312		
	Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield , IL 62701		
		Create Asset: No	Associate To Asset:			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
			1.0000	EA	11,682.7200	11,682.72
	Contractual Svcs; Maintenance Agreements - Web HelpDesk -19 3 years					
	Contract Number:	Confirming: No	Ordered For:	Ship To: Director		
	List Price Per Unit: 11,682.72	1099 Item: No	Ship Via:	200 S Ninth St, Room 312		
	Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield , IL 62701		
		Create Asset: No	Associate To Asset:			

Total
Purchase
Order
Items: 4

Purchase Order Amount: \$48,716.19

Purchase Order Encumbrances: \$48,716.19

Total Purchase Orders: 1

Purchase Order Amount: \$48,716.19

Purchase Order Encumbrances:
\$48,716.19

Resolution # 19

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of Information Systems wishes to procure goods and/or services from Convergeone for the purpose of renewing the Cisco Duo licenses in the amount of approximately \$32,148.00; and

WHEREAS, this purchase will allow Information Systems Department to provide Multi-Factor User Security to access the County's Network; and

WHEREAS, as documented by the approval of this resolution, Building and Grounds Committee has approved the Information Systems Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of February, 2026, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Building and Grounds Committee February 2, 2026

FILED

FEB 04 2026

Don H. Hays
Sangamon County Clerk

Ram Dyer, Chairman

Attachment: Purchase Order form

LIVE ** Sangamon County ** LIVE
Purchase Order Edit Listing

Department	P.O. Number	Type	Vendor/Vendor Address	Description/Bill to Address
ISD.ADMN Information System,Administration		Exception-Blankt	35773-CONVERGEONE, INC. CONVERGEONE, INC. 10900 Nesbitt Avenue South Bloomington, MN 55437	FY 26 Maintenance Cisco Duo Renewal Director 200 S Ninth St, Room 312 Springfield , IL 62701
G/L Date: 01/01/2026				
Deliver By Date: 04/03/2026				
Expiration Date: 11/30/2026				
Form Type: STND				
Resolution Number: None				
Assigned to: None				

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
	Contractual Srvcs; Software - Cisco Duo Rnewal 4/3/26-4/2/2027		1.0000	EA	32,148.0000	32,148.00
Contract Number: Confirming: No Ordered For: Ship To: Director						
List Price Per Unit: 32,148.00 1099 Item: No Ship Via: 200 S Ninth St, Room 312						
Discount Percentage: 0% Taxable Item: No Freight Terms: Springfield , IL 62701						
Create Asset: No Associate To Asset:						

Total
Purchase Order Purchase Order Amount: \$32,148.00 Purchase Order Encumbrances: \$32,148.00
Items: 1

Total Purchase Orders: 1 Purchase Order Amount: \$32,148.00 Purchase Order Encumbrances:
\$32,148.00

RESOLUTION NO. 20

**A RESOLUTION TO APPROVE ENTERING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD AND SANGAMON COUNTY
FOR THE PROVISION OF ANIMAL CONTROL SERVICES**

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provide that a public agency may enter into an intergovernmental agreement with other public agencies to obtain services; and

WHEREAS, under the provisions of the Intergovernmental Cooperation Act, 5 ILCS 200/1 et seq., governmental units of the State of Illinois are permitted to enter into Intergovernmental Cooperation Agreements for any lawful purpose; and

WHEREAS, the City of Springfield and County of Sangamon previously executed an intergovernmental agreement for animal control services; and

WHEREAS, the Sangamon County Department of Public Health is the designated agent that administers and oversees animal control functions as defined in the Illinois Animal Control Act and County ordinances attendant thereto by the County of Sangamon; and

WHEREAS, there is a continuing need to remove stray or straying dogs and other animals subject to impoundment from within the City of Springfield upon the request of the City and,

WHEREAS, the Sangamon County Department of Public Health has the capacity to provide such services through its Animal Control Center; and,

WHEREAS, the City of Springfield has approved an ordinance authorizing the extension of an agreement authorizing payments as referenced in Exhibit A for animal control services provided by the Department from the dates provided in Exhibit A;

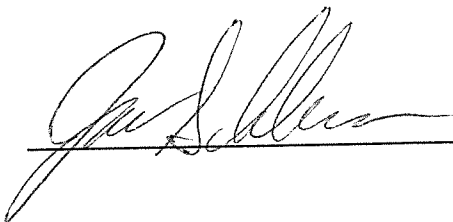
NOW, THEREFORE, BE IT RESOLVED, by the County Board of Sangamon County, in session this 10th day of February 2026, that this Board authorizes entering into agreements with the City of Springfield as stipulated in Exhibit A.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Public Health Committee
February 4, 2026



AN ORDINANCE AUTHORIZING THE EXTENSION OF AN INTERGOVERNMENTAL AGREEMENT WITH SANGAMON COUNTY DEPARTMENT OF PUBLIC HEALTH FOR ANIMAL CONTROL SERVICES WITHIN CITY LIMITS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION AND PAYMENT FOR FY2026 IN THE AMOUNT OF \$538,447.05, FOR THE OFFICE OF BUDGET AND MANAGEMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City council previously passed ordinance number 016-01-21 authorizing an Intergovernmental Cooperation Agreement with the Sangamon County Board of Health for Animal Control Services from March 1, 2020, through February 28, 2022; and

WHEREAS, the City council previously passed ordinance number 091-03-21 authorizing an extension of an Intergovernmental Cooperation Agreement with the Sangamon County Board of Health for Animal Control Services from March 1, 2020, through February 28, 2023; and

WHEREAS, the City council previously passed ordinance number 533-11-23 authorizing an extension of an Intergovernmental Cooperation Agreement with the Sangamon County Board of Health for Animal Control Services from March 1, 2024, through February 28, 2025; and

WHEREAS, Sangamon County Board of Health for Animal Control Services would like to extend the contract by one year for services from March 1, 2025, through February 28, 2026; and

WHEREAS, Sangamon County Board of Health for Animal Control Services is willing and able to provide these services for reimbursement of a share of these expenses not to exceed \$538,447.05; and

WHEREAS, it is in the best interest of the City to extend the agreement and authorize a supplemental appropriation and payment for FY2026 in the amount of \$538,447.05 to reimburse the County for a share of Animal Control Services expenses; and

WHEREAS, a copy of the agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves and authorizes the execution of a one year extension of the Intergovernmental Cooperation agreement between the City of Springfield and the Sangamon County Board of Health for Animal Control Services from March 1, 2025, through February 28, 2026.

Section 2: That the Office of Budget and Management is hereby authorized to make a supplemental appropriation and payment to the Springfield Sangamon County Board of Health (OSAN6099) in an amount not to exceed \$538,447.05 from account number 001-107-GENC-VARI-1232 in accordance with the terms of the Agreement.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: Jan. 20, 2026

SIGNED: Jan. 21, 2026

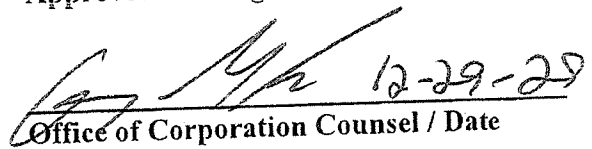
RECORDED: Jan. 21, 2026


Mayor Misty Buscher

ATTEST: CR Redpath
City Clerk, Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 12-29-25
Office of Corporation Counsel / Date

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF SANGAMON AND THE CITY OF SPRINGFIELD
REGARDING ANIMAL CONTROL SERVICES**

This Agreement is entered into by Sangamon County (hereinafter the "County") and the City of Springfield (hereinafter the "City") for animal control services.

WHEREAS, Section 10 of Article VII of the Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provide that public agencies may exercise their powers jointly to provide and obtain services; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) allows public agencies to enter into intergovernmental contracts to perform any governmental services which any of the public agencies entering into the contract is authorized by law to perform, provided such contract is approved by the governing body of each party to the contract; and

WHEREAS, the County and the City are each a "public agency" as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, both the County and the City are authorized to provide animal control services within their respective jurisdictions; and

WHEREAS, beginning in the year 2000, pursuant to the terms of numerous intergovernmental agreements, the Sangamon County Department of Public Health (hereinafter the "Department") was designated as the supervising and administrative agent to administer and oversee: (a) all animal control functions as defined in the Illinois Animal Control Act, the County Code, and the City Code; and (b) boarding services, and the City agreed to pay the County for these services provided to the City by the Department; and

WHEREAS, it is in the best interest of the City and the County that the County, through the Department, continue to provide animal control services and animal boarding services to the City.

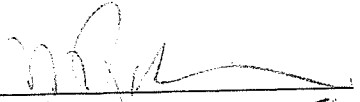
WHEREFORE, it is agreed as follows:

1. The term of this agreement is March 1, 2025 through February 28, 2026.
2. During the term of this agreement, the Department will provide animal control services concerning animals located within the corporate boundaries of the City, to include:
 - (a) enforcement and prosecution of violations of the City's Animal Control Ordinance;
 - (b) responding to requests for animal control services from City residents and the Springfield Police Department;
 - (c) operating its animal control services with the extended hours of 8:00 a.m. to 8:00 p.m. Monday through Saturday, except on legal holidays recognized by the Department, with the City acknowledging that pursuant to the County's collective bargaining agreement, it will require a two-week notice to implement the new work schedule; and
 - (d) ensuring that when a Springfield Police Officer requests 911 to connect any Springfield Police Officer to a Department animal control officer, 911 complies with that request.
3. The City agrees to pay the Department the amount of \$538,447.05, payable by December 31, 2025. This fee covers actual animal control officer response (\$167,850.10), boarding costs (\$197,179.29), euthanasia (\$40,423.50), disposal

(\$86,869.16) for calls and animals impounded in the most recently completed City Fiscal Year (March 1, 2024 – February 28, 2025). This also includes a depreciation fee for capital improvements made in the Animal Control building of \$46,125.00.

4. Attached hereto as Exhibit A is the City Fee Schedule setting forth the fees the Department shall charge City residents for providing services pursuant to this agreement. Sixty days prior to the effective date of any change to any part of the City's Animal Control Ordinances (which includes the City Fee Schedule), the City shall give the County written notice of the change.
5. Attached hereto as Exhibit B is the County Fee Schedule the Department shall charge the City for animal control services provided pursuant to this agreement. If the County revises the County Fee Schedule, sixty days prior to the date any revised fee is to become effective, the County shall provide the City with written notice of the revised County Fee Schedule.
6. Sangamon County will endeavor to take advantage of training opportunities for animal control personnel whenever relevant, professional training is available provided that such training is not inordinately cost prohibitive and does not interfere with the daily operations of the Animal Control & Adoption Center. Training documentation for the most recently completed City Fiscal Year is included as Exhibit C to this contract.
7. Either party may terminate this agreement at any time by providing the other party with 45-days written notice of its decision to terminate this agreement.

City of Springfield

By: 
Mayor GEA

Date: Jan. 21, 2016

City of Springfield

By: _____
City Clerk

Date: _____

County of Sangamon

By: _____
County Board Chairman

Date: _____

County of Sangamon

By: _____
County Clerk

Date: _____

Exhibit A

Fees and Fines Exclusive to Violations of the City of Springfield Code

§ 91.06. – Inoculation to be performed by licensed veterinarian; issuance of certificate.

(d) Any person convicted of violating this section shall be fined \$150 for the first offense, \$500 for the second offense and \$1,000 for each offense thereafter.

§ 91.15. – Restraint of dogs and other animals.

(b) Any person convicted of violating this section shall be fined \$75 for first violation and \$150 for each violation thereafter.

§ 91.18. – Biting animals.

(b) The owner or keeper of any animal that bites or attacks a person or another animal without provocation shall be fined \$175 for the first violation and \$1,000 for second and subsequent violations. Third and subsequent violations will result in prohibition of ownership of an animal for a two-year period.

§ 91.21. – Cruelty to animals.

(c) Any person convicted of a violation of this section shall be fined \$1,000 for the first offense. If the person convicted of the violation is the owner, the \$1,000 shall be paid before the animal can be released. Subsequent violations of this section shall result in prohibition of ownership of an animal for a two-year period.

§ 91.22. – Animal fighting.

(b) Any person convicted of a violation of this section shall be fined \$1,000. If the person convicted of the violation is the owner, violations of this section shall result in prohibition of ownership for a two-year period.

§ 91.30. – Interference with enforcement.

(b) Any person convicted of a violation of the provisions of this section will be fined not less than \$100 nor more than \$500.

§ 91.31. – Impoundment of animals which have bitten persons.

(c) After having been notified that his animal has bitten or otherwise injured any person, the owner or keeper thereof shall not, under any circumstances, permit such animal to be outside of his premises except on a leash with a responsible adult until the procedures prescribed in subsections (a) and (b) of this section have been completed. Failure of the owner or keeper of an animal impounded or to be impounded in accordance with this section or comparable section of state law to adhere strictly to the provisions of this division shall be punished by a fine of not less than \$100 nor more than \$500. The provision of this section shall be a positive duty of the owner or keeper and the offense described herein shall be a strict liability offense.

§ 91.33. – Redemption of impounded animals.

(c) The impounding fees for each animal that is impounded within a two-year period shall be as follows:

- (1) \$50 for first offense
- (2) \$150 for second offense
- (3) \$500 for third and subsequent offenses.

§ 91.125. – Removal of excrement.

(b) Any person convicted of a violation of this section shall be fined \$100 for the first offense and \$150 for second and subsequent offenses within a two-year period.

§ 91.999. - Penalty.

Any person found in violation of any sections of this chapter, shall be fined not less than \$200 for the first violation, \$400 for the second violation and \$800 for the third and subsequent violation, unless a different fine is provided in the particular section. Each day during which a violation continues beyond the specified time for correction shall constitute a separate punishable offense.

Exhibit B

County Fee Schedule

Charges for Animal Control Services

Animal Control Calls	\$ 50.71
Boarding Nights	\$ 84.59
Euthanasia Services	\$ 103.65
Disposal Services	\$ 80.36

Exhibit C

Sangamon County Animal Control Training Records 3/1/24 to 2/28/25

<u>Taser Training</u> March 2024 <ul style="list-style-type: none"> • Duane Schaefer • Cordelia Anderson 	<u>Animal Control and Cruelty Investigations Course</u> May 2024 <ul style="list-style-type: none"> • Buddy Blackmon
<u>IPHA Supervisor Skills Training</u> March 2024 <ul style="list-style-type: none"> • Krystall Myers • Jeanne Keenan 	<u>Animal Control Officer Basic Training with IACA</u> September 2024 <ul style="list-style-type: none"> • Seth Evans
<u>Animal Control and Cruelty Investigations Course</u> May 2024 <ul style="list-style-type: none"> • Buddy Blackmon 	<u>NACA ACO I Certification</u> June 2024-June 2025 <ul style="list-style-type: none"> • Buddy Blackmon
<u>Tuberculosis Infection Control Training</u> March 2024 <ul style="list-style-type: none"> • Donna Allen • Cordelia Anderson • Mikala Ashford • Buddy Blackmon • Melissa Calhoun • Seth Evans • Mary Galassi • Gabe Graeser • Karen Hampton • Jeanne Keenan • Michael Killen • Kayla Kincaid • Krystall Myers • Duane Schaefer • Chrystal Szabo • Theresa Szoke • Renee Tomko • Patricia Welch • Kimberly Woodbury 	<u>Fraud, Waste & Abuse Training</u> April 2024 <ul style="list-style-type: none"> • Donna Allen • Cordelia Anderson • Mikala Ashford • Buddy Blackmon • Melissa Calhoun • Seth Evans • Mary Galassi • Gabe Graeser • Karen Hampton • Jeanne Keenan • Michael Killen • Kayla Kincaid • Krystall Myers • Duane Schaefer • Chrystal Szabo • Theresa Szoke • Renee Tomko • Patricia Welch • Kimberly Woodbury
<u>HIPAA Training</u> April 2024 <ul style="list-style-type: none"> • Donna Allen • Cordelia Anderson • Mikala Ashford • Buddy Blackmon • Melissa Calhoun • Seth Evans • Mary Galassi • Gabe Graeser • Karen Hampton • Jeanne Keenan • Michael Killen • Kayla Kincaid • Krystall Myers • Duane Schaefer • Chrystal Szabo • Theresa Szoke • Renee Tomko • Kimberly Woodbury 	<u>Emergency Preparedness Training</u> July 2024 <ul style="list-style-type: none"> • Donna Allen • Cordelia Anderson • Mikala Ashford • Buddy Blackmon • Melissa Calhoun • Seth Evans • Mary Galassi • Gabe Graeser • Karen Hampton • Jeanne Keenan • Michael Killen • Kayla Kincaid • Krystall Myers • Duane Schaefer • Chrystal Szabo • Theresa Szoke • Renee Tomko • Kimberly Woodbury
<u>Workplace Violence & Harassment Training</u> August 2024 <ul style="list-style-type: none"> • Donna Allen • Cordelia Anderson • Mikala Ashford • Buddy Blackmon • Melissa Calhoun • Seth Evans • Mary Galassi • Gabe Graeser • Karen Hampton • Jeanne Keenan • Michael Killen • Kayla Kincaid • Krystall Myers • Duane Schaefer • Chrystal Szabo • Theresa Szoke • Renee Tomko • Kimberly Woodbury 	<u>Infectious Disease Preparedness Training</u> September 2024 <ul style="list-style-type: none"> • Donna Allen • Cordelia Anderson • Mikala Ashford • Buddy Blackmon • Melissa Calhoun • Seth Evans • Mary Galassi • Gabe Graeser • Karen Hampton • Jeanne Keenan • Michael Killen • Kayla Kincaid • Krystall Myers • Duane Schaefer • Chrystal Szabo • Theresa Szoke • Renee Tomko • Kimberly Woodbury

0648-017

031-01-28

<u>Hazard Communication Training</u>	<ul style="list-style-type: none"> • Michael Killen • Kayla Kincaid • Krystall Myers • Duane Schaefer • Chrystal Szabo • Theresa Szoke • Renee Tomko • Kimberly Woodbury 	<u>Blood Borne Pathogens</u>	<ul style="list-style-type: none"> • Jeanne Keenan • Michael Killen • Kayla Kincaid • Krystall Myers • Duane Schaefer • Chrystal Szabo • Theresa Szoke • Renee Tomko • Kimberly Woodbury
October 2024	<ul style="list-style-type: none"> • Donna Allen • Cordelia Anderson • Mikala Ashford • Buddy Blackmon • Melissa Calhoun • Seth Evans • Mary Galassi • Gabe Graeser • Karen Hampton 	<u>Training</u>	January 2025
<u>Ergonomics Training</u>	February 2025	<ul style="list-style-type: none"> • Donna Allen • Cordelia Anderson • Mikala Ashford • Buddy Blackmon • Melissa Calhoun • Seth Evans • Mary Galassi • Gabe Graeser • Karen Hampton 	
<ul style="list-style-type: none"> • Donna Allen • Cordelia Anderson • Mikala Ashford • Buddy Blackmon • Melissa Calhoun • Seth Evans • Mary Galassi • Gabe Graeser • Karen Hampton 	<ul style="list-style-type: none"> • Jeanne Keenan • Michael Killen • Kayla Kincaid • Krystall Myers • Duane Schaefer • Chrystal Szabo • Theresa Szoke • Renee Tomko • Kimberly Woodbury 		

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Ramona Metzger

PHONE NUMBER: 217-789-2191

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: \$538,447.05

SUGGESTED TITLE: An ordinance authorizing the extension of an intergovernmental agreement with the Sangamon County Department of Public Health for animal control services within city limits and authorizing supplemental appropriation & payment for FY26 in the amount of \$538,447.05 for the Office of Budget & Management

CONTRACTOR / VENDOR NAME: Sangamon County Dept of Public Health VENDOR NO: OSAN6099

CONTRACT TERM: March 1, 2025-February 28, 2026 Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$538,447.05 (Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☒ Exception: Intergovernme
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒

Is Purchasing Agent approval attached? No ☐ Yes ☒

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	001	107	GENC	VARI	1232
2					\$538,447.05
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Intergovernmental Cooperation Agreement

STAFF ANALYSIS

This intergovernmental agreement provides animal control services within the City of Springfield corporate limits for one year starting retroactively on March 1, 2025 through February 28, 2026. The ordinance authorizes supplemental appropriation and payment authorization of \$538,447.05 to Sangamon County Department of Public Health for these services.

FUNDS CHECK BY: Egizii, Jeff Digitally signed by Egizii, Jeff
Date: 2025.12.16 10:07:59 -0600

DIRECTOR / SUPERVISOR: _____

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Date: _____

Date: _____

Date: 12-16-2025

(Director of OBM)

The information supplied on this form is not confidential information.

2025-01-7

081-01-23

Resolution # 21

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of ETSD wishes to procure goods and/or services from MOTOROLA SOLUTIONS for the purpose of ANNUAL FEES FOR WAVE AND STARCOM21 in the amount of approximately 194,256-; and

WHEREAS, this purchase will allow ETSD to provide FULLFILL AGREEMENT IN RURAL RADIO SYSTEM PROJECT; and

WHEREAS, as documented by the approval of this resolution, _____ Committee has approved the ETSD Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10 day of Feb, 2016, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the _____

Committee

FILED

FEB 06 2026

Don J. Hays
Attachment: Purchase Order form
Sangamon County Clerk

FILED

FEB 06 2026

Don J. Hays
Sangamon County Clerk

Joe R. Carroll, Chairman

LIVE ** Sangamon County ** LIVE
Purchase Order Edit Listing

Department	P.O. Number	Type	Vendor/Vendor Address	Description/Bill to Address
EMR.ADMN E-911,Administration		Exception-Stand	13069-MOTOROLA SOLUTIONS INC	Wave & Starcom21 Airtime Radio Project- YR2- 1/1/26-12/31/26
	G/L Date: 02/02/2026		MOTOROLA SOLUTIONS INC	Director
	Deliver By Date:		13108 Collections Center Drive	2000 Shale St
	Expiration Date:		Chicago, IL 60693	Springfield, IL 62703
	Form Type: STND			
	Resolution Number: None			
	Assigned to: None			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
	Contractual Svcs; Maintenance Agreements - Wave & Starcom21 Airtime Radio Project- YR2- 1/1/26-12/31/26		1.0000	EA	194,256.0000	194,256.00
	Contract Number:	Confirming: No	Ordered For:	Ship To: Director		
	List Price Per Unit: 194,256.00	1099 Item: No	Ship Via:	2000 Shale St		
	Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield, IL 62703		
	Create Asset: No	Associate To Asset:				

Total
Purchase
Order
Items: 1

Purchase Order Amount: \$194,256.00

Purchase Order Encumbrances: \$194,256.00

Total Purchase Orders: 1

Purchase Order Amount: \$194,256.00

Purchase Order Encumbrances:
\$194,256.00

Resolution # 22

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of ETSD wishes to procure goods and/or services from MOTOROLA SOLUTIONS for the purpose of ANNUAL MAINTENANCE FOR 911 RADIO SYSTEM in the amount of approximately \$217,638.59; and

WHEREAS, this purchase will allow ETSD/SCCDS to provide SUPPORTED RADIO ACTIVITY FOR THE 911 RADIO SYSTEM; and

WHEREAS, as documented by the approval of this resolution, ETSB Committee has approved the ETSD Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10TH day of FEBRUARY, 2026, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

FILED

FEB 06 2026

ATTEST:

County Clerk

Approved by the ETSB

Committee

Don Hays
Sangamon County Clerk

Joe Parrish, Chairman

Attachment: Purchase Order form

LIVE ** Sangamon County ** LIVE
Purchase Order Edit Listing

Department	P.O. Number	Type	Vendor/Vendor Address	Description/Bill to Address
EMR.ADMN E-911,Administration		Exception-Stand	13069-MOTOROLA SOLUTIONS INC	Maint for radios Dispatch & PSAP2 1/1/26-12/31/26
	G/L Date: 01/08/2026		MOTOROLA SOLUTIONS INC	Director
	Deliver By Date:		13108 Collections Center Drive	2000 Shale St
	Expiration Date:		Chicago, IL 60693	Springfield, IL 62703
	Form Type: STND			
	Resolution Number: None			
	Assigned to: None			

Detail: Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
Contractual Svcs; Maintenance Agreements - maint for radios for Dispatch & PSAP2 1/1/26-12/31/26		1.0000	EA	277,638.5900	277,638.59

Contract Number:	Confirming: No	Ordered For:	Ship To: Director
List Price Per Unit: 277,638.59	1099 Item: No	Ship Via:	2000 Shale St
Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield, IL 62703
Create Asset: No	Associate To Asset:		

Total
Purchase
Order
Items: 1

Purchase Order Amount: \$277,638.59

Purchase Order Encumbrances: \$277,638.59

Total Purchase Orders: 1

Purchase Order Amount: \$277,638.59

Purchase Order Encumbrances:
\$277,638.59

Resolution # 23

u

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of ETSD wishes to procure goods and/or services from AT&T for the purpose of ANNUAL MAINTENANCE FEE FOR 911 PHONE SYSTEM in the amount of approximately 94,619.39; and

WHEREAS, this purchase will allow ETSD/SCCDS to provide ANNUAL MAINTENANCE FEE FOR 911 PHONE SYSTEM; and

WHEREAS, as documented by the approval of this resolution, ETSB Committee has approved the ETSD Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10 day of Feb, 2026, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

FILED

FEB 06 2026

Don H. Hays

Sangamon County Clerk

ATTEST:

County Clerk

Approved by the ETSB Committee

Joe R. Ravel, Chairman

Attachment: Purchase Order form

LIVE ** Sangamon County ** LIVE
Purchase Order Edit Listing

Department	P.O. Number	Type	Vendor/Vendor Address	Description/Bill to Address
EMR.ADMN E-911,Administration		*Standard	21204-AT & T	phone system maint for FY26 per contract
	G/L Date: 01/08/2026		AT & T	Director
	Deliver By Date:		PO Box 9009	2000 Shale St
	Expiration Date:		Carol Stream, IL 60197-9009	Springfield, IL 62703
	Form Type: STND			
	Resolution Number: None			
	Assigned to: None			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
	Contractual Srvcs; Maintenance Agreements - Phone system maint for 12/10/25-12/9/26		1.0000	EA	94,619.3900	94,619.39

Contract Number:	Confirming: No	Ordered For:	Ship To: Director
List Price Per Unit: 94,619.39	1099 Item: No	Ship Via:	2000 Shale St
Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield, IL 62703
Create Asset: No	Associate To Asset:		

Total Purchase Order Items: 1
 Purchase Order Amount: \$94,619.39
 Purchase Order Encumbrances: \$94,619.39

Total Purchase Orders: 1
 Purchase Order Amount: \$94,619.39
 Purchase Order Encumbrances: \$94,619.39

Resolution # 24

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of ETSD wishes to procure goods and/or services from AT&T for the purpose of CONVERTING COPPER PHONE LINES TO FIBER-OPTIC in the amount of approximately \$55,000; and

WHEREAS, this purchase will allow ETSD/SCCDS to provide ENHANCED SUPPORTED 911 PHONE LINE PERFORMANCE; and

WHEREAS, as documented by the approval of this resolution, ETSB Committee has approved the ETSD Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10TH day of FEBRUARY, 2026, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

FILED

FEB 06 2026

ATTEST:

County Clerk

Approved by the ETSB

Committee

Don / Kray
Sangamon County Clerk

[Signature], Chairman

Attachment: Purchase Order form

LIVE ** Sangamon County ** LIVE
Purchase Order Edit Listing

Department	P.O. Number	Type	Vendor/Vendor Address	Description/Bill to Address
EMR.ADMN E-911,Administration		*Standard	21204-AT & T	Convert admin lines from Copper to Fiber
	G/L Date: 11/30/2025		AT & T	Director
	Deliver By Date:		P.O. Box 5080	2000 Shale St
	Expiration Date:		Carol Stream, IL 60197-5080	Springfield, IL 62703
	Form Type: STND			
	Resolution Number: None			
	Assigned to: None			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
	Communication Expense; Maintenance/Installation - Convert admin lines from IDSN-PRI T1 to IP Flex Reach		1.0000	EA	55,000.0000	55,000.00
	Contract Number:	Confirming: No	Ordered For:	Ship To: Director		
	List Price Per Unit: 55,000.00	1099 Item: No	Ship Via:	2000 Shale St		
	Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield, IL 62703		
	Create Asset: No	Associate To Asset:				

Total
Purchase Order Items: 1
Purchase Order Amount: \$55,000.00
Purchase Order Encumbrances: \$55,000.00

Total Purchase Orders: 1
Purchase Order Amount: \$55,000.00
Purchase Order Encumbrances: \$55,000.00

Resolution # 25

9

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of EMERGENCY TELEPHONE SYSTEM wishes to procure goods and/or services from Wiley Furniture for the purpose of PURCHASEING NEW FURNITURE FOR THE TRAINING ROOM in the amount of approximately 45,000.00; and

WHEREAS, this purchase will allow ETSD/SCCDS to provide TRAINING FOR NEW HIRES AND FACILITATE ONGOING EDUCATION; and

WHEREAS, as documented by the approval of this resolution, ETSB Committee has approved the EMERGENCY TELEPHONE SYSTEM Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10 day of Feb, 2024, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

FILED

FEB 06 2026

ATTEST:

County Clerk

Approved by the ETSB Committee _____
Sangamon County Clerk

Joe Rameel, Chairman

Attachment: Purchase Order form

LIVE ** Sangamon County ** LIVE
Purchase Order Edit Listing

Department	P.O. Number	Type	Vendor/Vendor Address	Description/Bill to Address
EMR.ADMN E-911,Administration		*Standard	543-WILEY OFFICE EQUIPMENT	Training Room Update Furniture
	G/L Date: 10/01/2025		WILEY OFFICE EQUIPMENT	Director
	Deliver By Date:		301 East Laurel Street	2000 Shale St
	Expiration Date:		Springfield, IL 62703	Springfield, IL 62703
	Form Type: STND			
	Resolution Number: None			
	Assigned to: None			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
	Capital Expense; (Desks, Chairs, Tables, Filing Cabinets) - Training Room Furniture		1.0000	EA	45,000.0000	45,000.00

Contract Number:	Confirming: No	Ordered For:	Ship To: Director
List Price Per Unit: 45,000.00	1099 Item: Yes	Ship Via:	2000 Shale St
Discount Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield, IL 62703
	Create Asset: No	Associate To Asset:	

Total
Purchase Order Items: 1
Purchase Order Amount: \$45,000.00
Purchase Order Encumbrances: \$45,000.00

Total Purchase Orders: 1
Purchase Order Amount: \$45,000.00
Purchase Order Encumbrances: \$45,000.00

Resolution 26

WHEREAS, on December 31, 2024, Sangamon County and Harold O'Shea Builders, Inc. entered into the modified Standard Form of Agreement Between Owner and Construction Manager (AIA Document C132-2019) attached hereto as Exhibit A, said agreement concerning renovations to the building commonly referred to as the Sangamon County Department of Public Health building and located at 2833 South Grand Avenue East; and

WHEREAS, after entering into Exhibit A, Sangamon County determined that it was necessary to substantially increase the scope of the project, as follows:

The remodeling of existing spaces containing various departments and partner organizations of the County will include the following additions to the existing building: a community room, the Worknet Center, a subset of the Illinois Department of Employment Security (IDES) who works with the Worknet Center, and the Veterans Assistance Commission (VAC). A focal point of the remodeling work will be a reconfigured lobby where all groups housed in the new configuration can be easily accessed; the remodeling extends to new façade treatments at the exterior and improved parking areas. The project includes rebranding the building as the Sangamon County Community Services building;

and

WHEREAS, the increased scope of the project requires significantly more construction management services than those required in Exhibit A, and O'Shea Builders has agreed to provide these additional construction management services through an amendment to Exhibit A, said amendment attached hereto as Exhibit B and entitled "Amendment to AIA Document C132-2019; and

WHEREAS, on February 2, 2026, the Building and Grounds Committee approved Sangamon County entering into the Amendment to AIA Document C132-2019 (Exhibit B) with O'Shea Builders.

NOW, THEREFORE, BE IT RESOLVED by the Sangamon County Board, in session this 10th day of February, 2026, that the modified Standard Form of Agreement Between Owner and Construction Manager (AIA Document C132-2019) Sangamon County entered into with O'Shea Builders which is attached hereto as Exhibit A be amended by Sangamon County entering into the Amendment to AIA Document C132-2019 with O'Shea Builders which is attached hereto as Exhibit B and which sets forth a lump sum fee of \$1,450,000, and be it further resolved that the County Administrator is hereby authorized to execute said Amendment to AIA Document C132-2019 on Sangamon County's behalf.

Approved by the _____ Building Grounds Committee _____ February 2____, 2026 _____

_____, Chairman

ATTEST

County Clerk

Chairman, County Board

AIA® Document C132® - 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the «31st» day of «December» in the year «2024»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«Sangamon County
200 South Ninth Street
Springfield, Illinois 62701»

and the Construction Manager:
(Name, legal status, address, and other information)

«O'Shea Builders
3401 Constitution Drive
Springfield, IL 62711»

for the following Project:
(Name, location, and detailed description)

«Sangamon County Department of Public Health,
Entry Redux,
2833 South Grand Avenue East,
Springfield, IL 62703»

The Architect:
(Name, legal status, address, and other information)

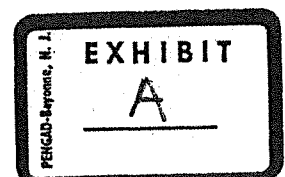
«Charles Joseph Pell Architects, Inc. (CJP Architects)
520 S. Lincoln Avenue
Springfield, Illinois 62704»

Architectural Sub-Consultant: None

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« The Owner plans to remodel and reconfigure the building located at 2833 South Grand Avenue East, Springfield, Illinois to serve as a "One Stop Shop" for those county residents who need to access various county services. Improvements to the building will include a remodeled and modernized exterior and an enhanced internal wayfinding experience for those residents navigating and accessing client services currently provided by the Sangamon County Department of Public Health, the Sangamon County Community Resources Department and Capital Township. The project also contemplates reconfiguring and expanding the current building to bring together additional client services that are currently provided at other locations, primarily job assistance, workforce training and veterans assistance, as well as clinical services provided by the Southern Illinois University School of Medicine.»

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«The Owner is still finalizing building characteristics. The current building, located at 2833 South Grand Avenue East, Springfield Illinois, is a former Cub Foods grocery store that has been converted into offices for the Sangamon

County Department of Public Health, the Sangamon County Department of Community Resources and Capital Township»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

«Six Million One Hundred Seventy-Six Thousand Dollars (\$6,176,000) »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«None»

.2 Construction commencement date:

«07/21/2025. However, the Construction Manager shall not commence performance under this Agreement, including preconstruction services, unless specifically directed to do so by Brian McFadden.»

.3 Substantial Completion date or dates:

«06/26/2026»

.4 Other milestone dates:

«Final Completion: 7/24/26»

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

« Competitive bid/lowest-responsible bidder »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

« None »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«Not applicable »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« None »

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address, and other contact information.)

Brian McFadden
Sangamon County Administrator
200 South Ninth Street
Springfield, Illinois 62701

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address, and other contact information.)

« Charles Joseph Pell Architects Inc. (CJP Architects)
1520 South Lincoln Avenue
Springfield, IL 62704 »

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact information.)

.1 Architect:

Charles Joseph Pell Architects Inc. (CJP Architects)
1520 South Lincoln Avenue
Springfield, IL 62704

.2 Civil Engineer:

Not yet determined

.3 Structural Engineer:

Not yet determined

.4 Electrical Engineer:

Not yet determined

.5 Mechanical Engineer:

Not yet determined

.6 Separate Contractors, as defined in Section 1.4:

« None »

.7 Other, if any:

(List any other consultants retained by the Owner.)

« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Michael E. O'Shea
3401 Constitution Drive
Springfield, IL 62711

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:

(List any specific requirements and personnel to be included in the staffing plan, if known.)

« N/A »

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

« N/A »

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

« N/A »

§ 1.1.16 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement. Those services shall commence only upon express, written directive by Brian McFadden.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of the Architect as described in AIA Document B132—2019 Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition as modified. A copy of the Architect's agreement with the Owner has been provided to the Construction Manager. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. If the Construction Manager wishes to replace that person, it shall give reasonable written notice to the Owner in advance.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Intentionally Left Blank

§ 2.8 The Construction Manager shall maintain the following insurance from an admitted insurance company in Illinois until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7; however, any and all deductibles and self-insured retention shall be the responsibility of the Construction Manager.

§ 2.8.1 Commercial General Liability with policy limits of not less than «one million dollars» (\$ «1,000,000») for each occurrence and «two million dollars» (\$ «2,000,000») in the aggregate for bodily injury and property damage.

§ 2.8.1.1 Umbrella/excess policy on a following form basis with limits of not less than fifteen million dollars (\$15,000,000) for each occurrence and fifteen million dollars (\$15,000,000) in the aggregate.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than «one million dollars» (\$ «1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than «one million dollars» (\$ «1,000,000») each accident, «one million dollars» (\$ «1,000,000») each employee, and «one million dollars» (\$ «1,000,000») policy limit.

§ 2.8.5 Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.

§ 2.8.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «two million dollar» (\$ «2,000,000») per claim and «four million dollars» (\$ «4,000,000») in the aggregate.

§ 2.8.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The additional insured coverage shall not be limited by any provision in the Construction Manager's policies which purport to declare the minimum limits stated in this Agreement as the maximum limits for the additional insured; the full limits of the respective policies shall be available for the additional insured to the same extent as for the Construction Manager. The additional insured endorsements shall be no less restrictive than CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations).

§ 2.8.8 The Construction Manager shall timely provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8. The Owner reserves the right to receive a certified copy of the policies providing the coverages required herein. All policies required shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the Owner and additional insureds.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall be CMIC or equivalent as approved by the Construction Manager, the Architect and the Owner.

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall also prepare as-built drawings and provide them to the Owner within 90 days of project completion. As-Built Drawings shall represent the final, actual condition of the Project as it was constructed and shall account for all deviations from the original design plans that occurred during construction, capturing changes, modifications, and field adjustments made to address practical issues or unforeseen conditions. The Construction Manager shall transmit these Project related documents and information, including the As-Built Drawings, to the Owner at final completion via a reasonable electronic medium as specified by the Owner.

§ 2.12 Freedom of Information Act and Local Records Act. The Construction Manager acknowledges that this Agreement, all documents submitted to the Owner related to this Agreement, and records in the possession of the Construction Manager related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and any other comparable state or federal laws now existing or adopted later (collectively, the "Disclosure Laws"). In the event that the Owner requests records from the Construction Manager, the Construction Manager shall promptly cooperate with the Owner to enable the Owner to meet all of its obligations under the applicable Disclosure Laws. The Construction Manager acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Owner in its sole and absolute discretion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work with Drawings and Specifications provided by the Architect. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make

recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Project Bidder's Manual for the Project contains a Project Safety Plan which requires Contractor compliance; oversight of the Project Safety Plan shall be the responsibility of the Construction Manager.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasigovernmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction

Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative and management services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and endeavor to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors. The Construction Manager shall attend monthly progress / update meetings, at a location determined by the Architect, attended by the Owner, Architect and other stakeholders as needed.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Construction Manager understands that the Owner is not in charge of jobsite safety nor is the Owner retaining a subconsultant dedicated to safety.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does

not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. Neither the Owner nor the Construction Manager shall have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and the Architect shall provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Initial Decision Maker shall be the Construction Manager.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may reasonably require:

«TBD »

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may reasonably require:

«TBD »

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Not provided
§ 4.1.1.2 Tenant-related services	Not provided
§ 4.1.1.3 Commissioning	Owner
§ 4.1.1.4 Development of a commissioning plan	Owner
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Construction Manager
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Construction Manager
§ 4.1.1.8 Assistance with site selection	Owner
§ 4.1.1.9 Assistance with selection of the Architect	Owner
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	Owner
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Construction Manager
§ 4.1.1.14 Stakeholder relationships management	Owner
§ 4.1.1.15 Owner moving coordination	Construction Manager
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article I, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto; or
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion

identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed by 7/24/26 through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 Intentionally left blank

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish 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.

§ 5.12 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.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect, the Construction Manager and the Construction Manager's Consultants (if any); the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials, or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation only once.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of Illinois law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by either (a) the negligent acts or omissions, or (b) breaches of contract of the Construction Manager and its employees in the performance of services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Owner shall indemnify and hold the Construction Manager and its officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by either (a) the negligent acts or omissions, or (b) breaches of contract of the Owner. The Owner's obligation to indemnify and hold the Construction Manager and the Construction Manager's officers and employees harmless does not include a duty to defend.

§ 8.1.4 The Construction Manager 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.

§ 8.1.5 The Construction Manager and Owner each waive the *Kotecki* limitation on contribution.

§ 8.2 Dispute Resolution

§ 8.2.1 The rights and duties of the parties arising from this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state courts located in Sangamon County, Illinois, and the parties agree to be subject to the personal jurisdiction of such courts and further agree to service of process in accordance with the rules of such courts.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Subject to § 11.8.2.4, if the Owner fails to make payments to the Construction Manager in accordance with this Agreement and Construction Manager gives at least 14 days advance written notice of this failure during which Owner makes no effort to cure, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give 14 days' written notice to the Owner during which Owner shall have a chance to cure before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than 14 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no substantial fault of the party initiating the termination. During the notice period, the non-terminating party shall be entitled to cure.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 At the time this Agreement was executed, there were funds available for the construction of the Project. However, funding obligations assumed by the Owner under this Agreement and the Owner's payment obligations to the Construction Manager under this Agreement shall cease immediately, without penalty, payment, or damage, should the Illinois General Assembly or any other relevant government entity, in any fiscal year, fail to appropriate or otherwise make available funds for the Project. In such event, the Construction Manager agrees to make no claim for damages and agrees that its sole compensation shall be as provided for in § 9.6.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect but does not include services of the Architect and the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager 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.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 6 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

§ 10.11 Time is of the essence in the performance of this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« Lump sum amount of Thirty-Five Thousand Dollars (\$35,000.00) »

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« Lump Sum Fee of Seven Hundred Eighty-Nine Thousand Dollars (\$789,000). If the Cost of the Work (as defined in Section 10.2 above) should exceed Six Million One Hundred Seventy-Six Thousand Dollars (\$6,176,000), the Compensation for Construction Phase Services shall be increased by Five Percent (5%) multiplied by the Cost of the Work in excess of Six Million One Hundred Seventy-Six Thousand Dollars (\$6,176,000). »

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Any such compensation shall be agreed to in writing by the Owner and the Construction Manager and shall utilize the Construction Manager's hourly billing rates as set forth in Section 11.5 below. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

« Any such compensation shall be agreed to in writing by the Owner and the Construction Manager and shall utilize the Construction Manager's hourly billing rates as set forth in Section 11.5 below.

»

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount consultants invoice to the Construction Manager plus Construction Manager's ten percent (10%), overhead and profit.

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«

Description				
	1-May-24	1-May-25	1-May-26	1-May-27
Contract Administrator	\$ 71.75	\$ 74.25	\$ 76.75	\$ 79.50
Chief Estimator	\$ 185.25	\$ 191.75	\$ 198.50	\$ 205.50
Senior Estimator	\$ 116.25	\$ 120.25	\$ 124.50	\$ 128.75
Estimator	\$ 88.75	\$ 91.75	\$ 95.00	\$ 98.25

PreCon Manager	\$ 181.00	\$ 187.25	\$ 193.75	\$ 200.50
Project Engineer	\$ 93.50	\$ 96.75	\$ 100.25	\$ 103.75
Project Manager	\$ 149.75	\$ 155.00	\$ 160.50	\$ 166.00
Senior Project Manager	\$ 162.25	\$ 168.00	\$ 174.00	\$ 180.00
Project Executive	\$ 183.50	\$ 190.00	\$ 196.75	\$ 203.75
Virtual Design Construction Manager	\$ 87.00	\$ 90.00	\$ 93.25	\$ 96.50
Planning Operations Manager	\$ 113.50	\$ 117.50	\$ 121.50	\$ 125.75
Operations Director	\$ 177.50	\$ 183.75	\$ 190.25	\$ 197.00

»

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants; and
- .9 All taxes levied on professional services and on reimbursable expenses.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus *ten* percent (*10* %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.
(*Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.*)

« None »

§ 11.8 Payments to the Construction Manager

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice and any payments or penalties shall comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.8.2.4 This Agreement does not authorize an expenditure of County funds in excess of the amount authorized by the County Board unless the County Board specifically approves an additional expenditure. The Construction Manager agrees and acknowledges that absent such prior approval it proceeds at its own risk with no guarantee of payment if the amount billed to the Owner exceeds the amount authorized by the County Board.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser as modified
- 2 AIA Document A232 - 2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified

This Agreement is entered into as of the day and year first written above.

Sangamon County:

By:




OWNER (Signature)

12-31-24

« »« »

(Printed name and title on behalf of Owner)



CONSTRUCTION MANAGER (Signature)
Michael E. O'Shea, PRESIDENT
O'SHEA BUILDERS

« »« »

(Printed name and title on behalf of Construction Manager)

AMENDMENT TO AIA DOCUMENT C132-2019
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION
MANAGER AS ADVISOR

WHEREAS, on December 31, 2024, Sangamon County, as Owner, entered into a Standard Form of Agreement Between Owner and Construction Manager as Advisor with Harold O'Shea Builders, Inc., as Construction Manager ("the Agreement"), for renovations to the Sangamon County Department of Public Health Building ("the Project"); and

WHEREAS, since entering into the Agreement, the Owner has decided to substantially increase the scope of the Project; and

WHEREAS, in connection with such increase in scope of the Project, the parties agree that it is necessary to amend certain provisions of the Agreement; and

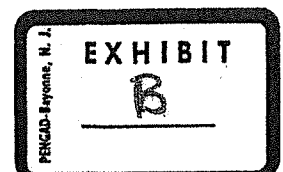
WHEREAS, Section 13.1 of the Agreement provides that this Agreement may be amended by written instrument signed by both Owner and Construction Manager.

NOW THEREFORE, in accordance with Section 13.1 of the Agreement, and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the following sections of the Agreement as indicated:

1.1.1 – Replace with the following: "To remodel the building located at 2833 South Grand Avenue East, Springfield, Illinois known as the Sangamon County Department of Public Health. The remodeling of existing spaces containing various departments and partner organizations of the County will include the following additions to the existing building: a community room, the Worknet Center, a subset of the Illinois Department of Employment Security (IDES) who works with the Worknet Center, and the Veterans Assistance Commission (VAC). A focal point of the remodeling work will be a reconfigured lobby where all groups housed in the new configuration can be easily accessed; the remodeling extends to new façade treatments at the exterior and improved parking areas."; and

1.1.2 – Replace with the following: "The current building is 56,034 gross square feet and is located at 2833 South Grand Avenue East, Springfield, Illinois. The building is a former Cub Foods grocery store that was converted into offices for the Sangamon County Department of Public Health and partner organizations in 2010.";

1.1.3 – Replace with the following: "Fifteen Million Nine Hundred Sixty-Eight Thousand Two Hundred Forty-One Dollars (\$15,968,241)"; and



1.1.4.1 – Replace with the following: “Design Development Drawings: 2/15/26 – 4/15/26 and Construction Documents: 5/1/26 – 8/15/26”; and

1.1.4.2 – Change “07/21/25” to “10/01/26”; and

1.1.4.3 – Replace with the following: “02/09/28”; and

1.1.4.4 – Replace with the following: “One Hundred and Twenty (120) days from date of Substantial Completion.”; and

4.1.1.6 – In the Responsibility Column, change “Construction Manager” to “Owner”; and

4.1.1.7 – In the Responsibility Column, change “Construction Manager” to “Owner”; and

11.1.1 – Change “Thirty-Five Thousand Dollars (\$35,000.00)” to “Seventy Thousand Dollars (\$70,000.00)”;

11.1.2 – Replace with the following: “Lump Sum Fee of One Million Three Hundred Eighty Thousand Dollars (\$1,380,000). If the Cost of the Work (as defined in Section 10.2 above) should exceed Fifteen Million Nine Hundred Sixty-Eight Thousand Two Hundred Forty-One Dollars (\$15,968,241), the Compensation for Construction Phase Services shall be increased by Five Percent (5%) multiplied by the Cost of the Work in excess of Fifteen Million Nine Hundred Sixty-Eight Thousand Two Hundred Forty-One Dollars (\$15,968,241) .”; and

11.5 – Replace with the following:

Description			
	1-May-25	1-May-26	1-May-27
Contract Administrator	\$ 72.00	\$ 74.50	\$ 77.25
Chief Estimator	\$ 194.25	\$ 201.00	\$ 208.00
Senior Estimator	\$ 122.50	\$ 126.75	\$ 131.25
Estimator	\$ 99.00	\$ 102.50	\$ 106.00
PreCon Manager	\$ 188.00	\$ 194.50	\$ 201.50
Project Engineer	\$ 95.75	\$ 99.00	\$ 102.50
Project Manager	\$ 155.50	\$ 161.00	\$ 166.50
Senior Project Manager	\$ 167.00	\$ 172.75	\$ 179.00
Project Executive	\$ 189.25	\$ 195.75	\$ 202.75
Virtual Design Construction Manager	\$ 95.00	\$ 98.25	\$ 101.75
Planning Operations Manager	\$ 119.75	\$ 124.00	\$ 128.25

Operations Director	\$ 183.50	\$ 190.00	\$ 196.50
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be effective as of _____, 2026.

OWNER:

SANGAMON COUNTY

By: Brian J. McFadden, County Administrator

Dated: _____

CONSTRUCTION MANAGER:

HAROLD O'SHEA BUILDERS, INC.

By: Michael E. O'Shea, President

Dated: _____

Resolution 27

WHEREAS, since 2021, Charles Joseph Pell Architects Incorporated (CJP) has provided architectural services for Sangamon County in connection with Sangamon County's desire to redesign and remodel the building commonly referred to as the Sangamon County Department of Public Health building and located at 2833 South Grand Avenue East; and

WHEREAS, over time, Sangamon County determined that it is necessary to substantially increase the scope of the project, as follows:

The remodeling of existing spaces containing various departments and partner organizations of the County will include the following additions to the existing building: a community room, the Worknet Center, a subset of the Illinois Department of Employment Security (IDES) who works with the Worknet Center, and the Veterans Assistance Commission (VAC). A focal point of the remodeling work will be a reconfigured lobby where all groups housed in the new configuration can be easily accessed; the remodeling extends to new façade treatments at the exterior and improved parking areas. The project includes rebranding the building as the Sangamon County Community Services building;

and

WHEREAS, the increased scope of the project requires significantly more architectural services for design and construction related services than those CJP has provided to date, and CJP has agreed to provide these additional services under the terms and conditions set forth in the owner/architect contract attached hereto; and

WHEREAS, on February 2, 2026, the Building and Grounds Committee approved Sangamon County entering into the owner/architect.

NOW, THEREFORE, BE IT RESOLVED by the Sangamon County Board, in session this 10th day of February, 2026, that the owner/architect contract between Charles Joseph Pell Architects Incorporated and Sangamon County in the amount of \$866,553.19 for basic compensation, which contract is attached hereto, is hereby approved and that the County Administrator is hereby authorized to execute said owner/architect contract on Sangamon County's behalf.

Approved by the ____ Building Grounds Committee ____ February 2 ____, 2026 ____

_____, Chairman

ATTEST

County Clerk

Chairman, County Board



AIA[®] Document B132[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the 10th day of February in the year Two Thousand Twenty Six (2026)
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Sangamon County
Sangamon County Board Office
200 South Ninth Street, Second Floor
Springfield, Illinois 62701
217/753-6650

and the Architect:
(Name, legal status, address, and other information)

Charles Joseph Pell Architects Incorporated (CJP Architects)
407 East Adams Street
Springfield, Illinois 62701-1404
217/544-5444

for the following Project:
(Name, location, and detailed description)

Entry Redux
Sangamon County Department of Public Health
2833 South Grand Avenue East
Springfield, Sangamon County, Illinois 62703-2175

The building housing the Sangamon County Department of Public Health will be renovated to include a single point of entry into a shared lobby with improved access to each department and partner organization. The renovation will include wall reconfigurations, additions, new exterior facades, new interior finishes, and improvements to the parking areas around the building. The Project will include rebranding the building into the Community Services Building.

The Construction Manager:
(Name, legal status, address, and other information)

O'Shea Builders
3401 Constitution Drive
Springfield, Illinois 62711
217/522-2826

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Architect agree as follows.

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User Notes: (1915441238)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. The Initial Information includes some services already completed by the Architect under a previous agreement with the Owner dated December 28, 2021 (December 2021 Agreement). The services contemplated by this Agreement build on the services the Architect provided to the Owner under the December 2021 Agreement.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To remodel the building located at 2833 South Grand Avenue East, Springfield, Illinois known as the Sangamon County Department of Public Health. The remodeling of existing spaces containing various departments and partner organizations of the County will include the following additions to the existing building: a community room, the Worknet Center, a subset of the Illinois Department of Employment Security (IDES) who works with the Worknet Center, and the Veterans Assistance Commission (VAC). A focal point of the remodeling work will be a reconfigured lobby where all groups housed in the new configuration can be easily accessed; the remodeling extends to new façade treatments at the exterior and improved parking areas.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The current building is 56,034 gross square feet and is located at 2833 South Grand Avenue East, Springfield, Illinois. The building is a former Cub Foods grocery store that was converted into offices for the Sangamon County Department of Public Health and partner organizations in 2010.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Fifteen Million Nine Hundred Sixty-Eight Thousand Two Hundred Forty-One Dollars (\$15,968,241)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design Development Drawings: 2/15/26 – 4/15/26
Construction Documents: 5/1/26 – 8/15/26

.2 Construction commencement date:

10/1/26

.3 Substantial Completion date or dates:

2/9/28

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive bid/lowest-responsible bidder.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

None

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Brian McFadden
Sangamon County Administrator
200 South Ninth Street

Int.

Springfield, IL 62701

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

The Construction Manager

§ 1.1.10 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

.2 Land Surveyor:

.3 Geotechnical Engineer:

.4 Civil Engineer:

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Charles Joseph Pell
CJP Architects
407 East Adams Street
Springfield, Illinois 62701-1404
Tel: 217 544 5444

Init.

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural/Mechanical/Electrical Engineer:

Hanson Professional Services Inc.
1525 South Sixth Street
Springfield, Illinois 62703
217/788-2450

.2 Civil Engineer:

Martin Engineering Company
3695 South 6th Street Frontage Road
Springfield, Illinois 62703
217/698-8900

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect has reviewed a copy of the Owner's AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser as modified for this Project and understands its terms. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The additional insured coverage shall not be limited by any provision in the

Init.

Architect's policies which purport to declare the minimum limits stated in this Agreement as the maximum limits for the additional insured; the full limits of the respective policies shall be available for the additional insured to the same extent as for the Architect. The additional insured endorsements shall be no less restrictive than CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations).

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The Owner reserves the right to receive a certified copy of the policies providing the coverages required herein. All policies required shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the Owner and additional insureds.

§ 2.7 A centralized electronic document management system will be used on the Project, which the Construction Manager will manage and maintain and which the Architect shall have access to. The centralized electronic document management system shall be CMIC or equivalent as approved by the Construction Manager, the Architect and the Owner.

§ 2.8 Freedom of Information Act and Local Records Act. The Architect acknowledges that this Agreement, all documents submitted to the Owner related to this Agreement, and records in the possession of the Architect related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the "Disclosure Laws"). In the event that the Owner requests records from the Architect, the Architect shall promptly cooperate with the Owner to enable the Owner to meet all of its obligations under the applicable Disclosure Laws. The Architect acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Owner in its sole and absolute discretion.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, including monthly progress/update meetings at a location determined by the Architect, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services. The Architect already completed 90-95% of its Schematic Design Phase services under the December 2021 Agreement. However, the Architect's consultants have yet to provide Schematic Design Phase services, which the Architect will review. The following terms in Section 3.2 govern those future services.

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 **Design Development Phase Services.** The Architect already completed 80% of its Design Development Phase services under the December 2021 Agreement. However, the Architect's consultants have yet to provide Design Development Phase services, which the Architect will review. The following terms in Section 3.3 govern the remaining Design Development Phase services on this Project.

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 **Construction Documents Phase Services**

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.4.6 The Architect will receive a copy of the Safety Plan for this Project once such a plan has been developed. While the Construction Manager will oversee the Project Safety Plan, the Architect agrees to comply with those safety requirements insofar as they apply to Architect when the Architect is working on site.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 assisting with the development of the Bidding Documents and facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified for this Project. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or

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omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 The Initial Decision Maker shall be the Construction Manager.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

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§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	Not applicable/already done

§ 4.1.1.2	Programming	Architect
§ 4.1.1.3	Multiple preliminary designs	Architect
§ 4.1.1.4	Measured drawings	Architect
§ 4.1.1.5	Existing facilities surveys	Architect
§ 4.1.1.6	Site evaluation and planning	Architect
§ 4.1.1.7	Building Information Model management responsibilities	
§ 4.1.1.8	Development of Building Information Models for post construction use	
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Architect
§ 4.1.1.11	Architectural interior design	Architect
§ 4.1.1.12	Value analysis	
§ 4.1.1.13	Cost estimating	Owner
§ 4.1.1.14	On-site project representation	
§ 4.1.1.15	Conformed documents for construction	
§ 4.1.1.16	As-designed record drawings	
§ 4.1.1.17	As-constructed record drawings	
§ 4.1.1.18	Post-occupancy evaluation	
§ 4.1.1.19	Facility support services	
§ 4.1.1.20	Tenant-related services	
§ 4.1.1.21	Architect's coordination of the Owner's consultants	
§ 4.1.1.22	Telecommunications/data design	Owner
§ 4.1.1.23	Security evaluation and planning	Owner
§ 4.1.1.24	Commissioning	
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26	Historic preservation	
§ 4.1.1.27	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28	Other services provided by specialty Consultants	
§ 4.1.1.29	Other Supplemental Services	
§ 4.1.1.30	Surveying Services (which shall be compensated as stated in § 11.3)	Architect's consultant Martin Engineering identified in § 1.1.12.1.2

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

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The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

(Paragraphs deleted)

§ 4.2.4 Except for services required under Section 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-six (26) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner has retained a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser as modified for this Project. The Owner has provided to the Architect a copy of the Owner's agreement with the Construction Manager (dated Dec. 31, 2024) as well as the General Conditions of the Contract for Construction, Construction Manager as Adviser Edition (AIA Document A232) as modified. The Architect understands the Owner's agreement with the Construction Manager and agrees to comply with the General Conditions. The Owner shall provide the Architect with any subsequent modifications to the Construction Manager's agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative(s) authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive and irrevocable license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the

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Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of Illinois law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by either (a) the negligent acts or omissions, or (b) breaches of contract of the Architect and its employees in the performance of services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.4 The Architect 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, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.5 The Architect and Owner each waive the *Kotecki* limitation on contribution.

§ 8.2 Dispute Resolution

§ 8.2.1 The rights and duties of the parties arising from this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state courts located in Sangamon County, Illinois, and the parties agree to be subject to the personal jurisdiction of such courts and further agree to service of process in accordance with the rules of such courts.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than 14 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.7 At the time this Agreement was executed, there were funds available for the construction of the Project. However, funding obligations assumed by the Owner under this Agreement and the Owner's payment obligations to the Architect under this Agreement shall cease immediately, without penalty, payment, or damage, should the Illinois General Assembly or any other relevant government or funding entity, in any fiscal year, fail to appropriate or otherwise make available funds for the Project. In such event, the Architect agrees to make no claim for damages and agrees that its sole compensation shall be as provided for in § 9.6.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this

Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) \$866,553.19, as broken down in section 11.5

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

On an hourly basis according to hourly rate schedule delineated in Section 11.4.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

On an hourly basis according to hourly rate schedule delineated in Section 11.4, except surveying services (only) provided by the Architect's consultant, Martin Engineering, shall be provided to the Owner for a \$7,000 flat fee plus the 10% markup contemplated by Section 11.4.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Hourly Rate Schedule:

Principal	\$190	Interior Designer III	\$100
		Interior Designer II	\$80
Architect III	\$150	Interior Designer I	\$70
Architect II	\$130		
Architect I	\$115	Technician III	\$80
		Technician II	\$70
Architectural Associate II	\$95	Technician I	\$60
Architectural Associate I	\$85		
		Administrative	\$50

§ 11.5 When compensation for Basic Services is based on a stipulated sum, the compensation for each phase of services shall be as follows:

Schematic Design Phase	\$74,454.19
Design Development Phase	\$116,424.00
Construction Documents Phase	\$415,800.00
Procurement Phase	\$51,975.00
Construction Phase	\$207,900.00
Total Basic Compensation	\$866,553.19

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

(Table deleted)

(Paragraphs deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.
- .13 Licensing Fees for AIA Forms.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent (20 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice and any payments or penalties shall comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq..

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document A232 – 2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified

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This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

Brian McFadden, County Administrator
(Printed name and title)

ARCHITECT *(Signature)*

Charles Joseph Pell, President/Principal
(Printed name, title, and license number, if applicable)

Init.

Resolution: 28

Annual Salary Resolution for Chief Public Defender of Sangamon County

Whereas, Sangamon County by statute is required to follow State of Illinois guidelines to receive salary reimbursements for certain officials, and

Whereas, in accordance with statute, the Chief Public Defender's annual salary is required to be 90% of the States Attorney's salary effective July 1. The Chief Public Defender's salary is to be as follows:

<u>\$197,392.92</u>	<u>\$16,449.41</u>	<u>\$7,592.04</u>	<u>\$101.23</u>
Annual	Monthly	Bi-weekly	Hourly

Approved by the Finance Committee on February 10, 2026

Finance Committee Chairman

ATTEST:

Chairman, Sangamon County Board
Approved on February 10, 2026

County Clerk

FILED

FEB 06 2026

[Signature]
Sangamon County Clerk

Resolution # 29

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of the County Board wishes to procure goods and/or services from Peoria County Courts, Sheriff's office & City of Peoria for the purpose of Grayson Trial Expenses in the amount of approximately 159,947.84; and

WHEREAS, this purchase will allow Peoria County & the City of Peoria to provide trial support services to the 7th Circuit judge & Sangamon County State's Attorney's office prosecutors; and

WHEREAS, as documented by the approval of this resolution, Finance Committee has approved the the County Board Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of February, 2026, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

FILED
Chairman, Sangamon County Board

ATTEST:

FEB 06 2026

County Clerk

Don / Hays
Sangamon County Clerk

Approved by the Finance Committee February 10, 2026

_____, Chairman

LIVE ** Sangamon County ** LIVE
Purchase Order Edit Listing

Department	P.O. Number	Type	Vendor/Vendor Address	Description/Bill to Address
COB.ADMN County Board,Administration		Blanket	15020-County of Peoria	Grayson - Jury Trial Court & Sheriff Expenses
	G/L Date: 11/24/2025		County of Peoria	County Administrator
	Deliver By Date:		Court Administration	200 S Ninth St, Room 201
	Expiration Date:		324 Main Street, Room 215	Springfield, IL 62701
	Form Type: STND		Peoria, IL 61602	
	Resolution Number: None			
	Assigned to: None			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
	Jury Expense; Grand - Grayson - Jury Trial Expenses		1.0000	EA	6,400.6000	6,400.60
	Contract Number:	Confirming: No	Ordered For:	Ship To:	County Administrator	
	List Price Per Unit: 6,400.60	1099 Item: No	Ship Via:		200 S Ninth St, Room 201	
	Discount Percentage: 0%	Taxable Item: No	Freight Terms:		Springfield, IL 62701	
		Create Asset: No	Associate To Asset:			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
	Jury Expense; Grand - Peoria County Sheriff - Grayson Trial Expenses		1.0000	EA	47,967.5600	47,967.56
	Contract Number:	Confirming: No	Ordered For:	Ship To:	County Administrator	
	List Price Per Unit: 47,967.56	1099 Item: No	Ship Via:		200 S Ninth St, Room 201	
	Discount Percentage: 0%	Taxable Item: No	Freight Terms:		Springfield, IL 62701	
		Create Asset: No	Associate To Asset:			

Detail:	Description	Vendor Part Number	Quantity	U/M	Amount/Unit	Total Amount
	Jury Expense; Grand - Grayson - Jury Trial Expenses City of Peoria		1.0000	EA	105,579.6800	105,579.68
	Contract Number:	Confirming: No	Ordered For:	Ship To:	County Administrator	
	List Price Per Unit: 105,579.68	1099 Item: No	Ship Via:		200 S Ninth St, Room 201	
	Discount Percentage: 0%	Taxable Item: No	Freight Terms:		Springfield, IL 62701	
		Create Asset: No	Associate To Asset:			

Total
Purchase
Order
Items: 3

Purchase Order Amount: \$159,947.84

Purchase Order Encumbrances: \$159,947.84

Total Purchase Orders: 1

Purchase Order Amount: \$159,947.84

Purchase Order Encumbrances:
\$159,947.84