RESOLUTION

WHEREAS, the HANSON PROFESSIONAL SERVICES, INC. has been selected by Sangamon County and the City of Springfield to perform professional design services for the Sangamon County Transportation Center; and,

WHEREAS, Sangamon County, through a planning study concluded that the Sangamon County Transportation Center should include a parking structure, an Amtrak Station, a Sangamon Mass Transit District Transfer Facility, an Adams Street Pedestrian Plaza, and, potentially, an Adams Street Activities Center; and,

WHEREAS, HANSON PROFESSIONAL SERVICES, INC. has provided a contract to both Sangamon County and the City of Springfield to complete professional design services in a joint effort; and,

WHEREAS, the City of Springfield has a separate contract for the portions of the Transportation Center that will be constructed with REBUILD Illinois proceeds; and,

WHEREAS, the Sangamon County portion of the design services contract covers the proportion of the parking structure that is not attributable to the Amtrak Station or the SMTD Transfer Facility as well as the Adams Street Pedestrian Plaza and the proposed Adams Street Activities Center; and,

WHEREAS, the County desires to finance all or a portion of the costs of the Springfield-Sangamon County Transportation Center with proceeds of the 2020 Bonds or other obligations issued subsequent to the issuance of the 2020 Bonds, collectively, the "Debt Obligations"; and,

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code") authorizes the County to reimburse itself for capital expenditures that it made for capital improvements from the proceeds of such Debt Obligations, provided that certain requirements set forth in the Code are satisfied and the County recognizes that it may incur such expenditures with respect to Capital Improvement Program (the "Induced Expenditures") prior to its receipt of the proceeds of any Debt Obligations; and

WHEREAS, the County reasonably expects to reimburse all or a portion of any Induced Expenditures with the proceeds of the Debt Obligations.

NOW THEREFORE BE IT RESOLVED, by the County Board of Sangamon County, at its Regular Reconvened Adjourned September Session, assembled this 12th day of May, A.D., 2020 that the Professional Services Agreement between Sangamon County and HANSON PROFESSIONAL SERVICES, INC. to perform design services for the proposed Springfield-Sangamon County Transportation Center is approved; and,

BE IT FURTHER RESOLVED, that the Chairman of the County Board of Sangamon County is hereby authorized and directed to sign said engineering agreement on behalf of Sangamon County.

Chairman, Sangamon County Board



MAY 0 8 2020

Don Hay

I, Don Gray, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete original of a RESOLUTION adopted by the County Board of Sangamon County at a meeting held on this 12th day of May, A.D., 2020.

I certify that the correct TIN/FEIN for Sangamon County is 37-6002039 Legal Status: Governmental.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Springfield in said County, this ______ day of May, A.D., 2020.

COUNTY CLERK

Finance Committee Sangamon County Board

Respectfully submitted,

_____, Chairman

_____, Vice-Chairman



MAY 0 8 2020

Andy Goleman SANGAMON COUNTY AUDITOR

Hanson Professional Services Inc. PSA C- 19L0116

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 7th day of April, 2020, between Sangamon County, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to provide professional services in connection with Springfield-Sangamon County Transportation Center, subsequently referred to as "Project."

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

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

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

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

Hanson Professional Services Inc.

By: James Moll Title: Vice President Date: 4-7-70

Sangamon County

By: _____

Title:

Date:



Attachment A – Scope of Services

PSA C-19L0116

Effective Date: April 7, 2020

Project Description:

Sangamon County intends to construct the Springfield-Sangamon County Transportation Center (SSCTC) in Springfield, IL. The SSCTC is comprised of subprojects, numbered 1 through 4 (below). In addition to the SSCTC, Sangamon County further intends to construct the "Adams Street Activities Center," (subproject 5), dependent upon securing funds.

- 1. Parking Garage to serve Amtrak, Sangamon County, SMTD
- 2. Amtrak Station, Platform and Pedestrian Bridge
- 3. SMTD Transfer Facility
- 4. Adams Street Pedestrian Plaza
- 5. Adams Street Activities Center

Approximate limits of these subprojects are as depicted on the attached Exhibit A. Also included in Exhibits B through F are preliminary program statements and schematic depictions of facility designs for the five subprojects:

Understanding of Project Funds

Subproject No.	Subproject Name	Total Project Funds
1.	Parking Garage Amtrak Parking (140 spaces) - \$6,000,000 SMTD Parking (30 spaces) - \$1,000,000 Sangamon County Parking (400 spaces) - \$17,000,000	\$ 24,000,000
2.	Amtrak Station and Pedestrian Bridge	\$ 35,000,000
3.	SMTD Transfer Facility	\$ 7,000,000
4.	Adams Street Pedestrian Plaza	\$ 2,000,000
5.	Adams Street Activities Center	\$ 23,000,000 *

*Funds for this subproject remain to be secured and advancement of this subproject will not commence until Sangamon County notifies Hanson that funds have been secured.

Additional Description

Subprojects 1 through 5 are to be constructed in Springfield, Illinois within the general boundaries of Washington Street to the north, Capitol Avenue to the south, Ninth Street to the west and Eleventh Street to the East. For purposes of this project description, this area is divided into six blocks, "A" through "F." These blocks and the proposed work of the project are depicted in Exhibit A and further described as follows:

Block A

Defined approximately by: Washington Street, Adams Street (to be vacated) 9th Street, 10th Street Rail Corridor Current use: Surface parking for Sangamon County Complex

Proposed construction and use: Parking garage to serve parking needs of employees and visitors to the Sangamon County Complex, and the employee and ridership parking needs of SMTD and Amtrak. Drop off point for visitors to



Sangamon County Complex and Amtrak will be constructed along the west side of proposed parking garage. The parking garage will be designed to be expanded vertically to accommodate additional parking needs in response to future increases in Amtrak ridership or additional parking needs of SMTD or Sangamon County.

Amtrak Station will adjoin the parking garage at the south end of the parking garage. Pedestrian bridge will interconnect the Amtrak Station across the 10th Street Rail Corridor to the passenger platforms on the east side of the Union Pacific Railroad tracks and the SMTD Transfer Facility on Block B. Passenger loading platforms will be constructed adjacent to the Union Pacific Tracks, and the east platform will be accessed via the pedestrian bridge, stairway(s) and elevator(s).

Vacated Adams Street will become a pedestrian plaza that interconnects the parking garage and the Sangamon County Complex. It is anticipated that the Adams Street Plaza will need to remain open to emergency vehicles (fire and EMS). However, the feasibility of constructing an interconnecting structure between the parking garage and the Sangamon County Complex will be considered by Hanson under this agreement. However, design and preparation of construction documents for this structure are not included under this agreement for the SSCTC. The structure may be part of the separate improvements to the Sangamon County Complex.

Block B

Defined approximately by: Washington Street, Adams Street, 10th Street Rail Corridor, 11th Street Current use: SMTD Transfer Facility

Proposed construction and use: Site will continue to serve as the SMTD Transfer Facility, with two islands serving a total of four lanes of bus transfer points. Site will be reconfigured due to widening of the rail corridor which will necessitate the demolition of the break building located near the northwest corner of the site and the repositioning of the bus transfer islands. (Demolition of the building will be included with the Rail Improvements Project and is not included in the funding allocations for the SSCTC) A new ticketing, waiting, break area and small retail area / coffee shop is planned for the southwest corner of this site to be contiguous with the elevators and stairways that serve the skybridge from the Amtrak station.

Anticipated staged construction: Site construction will include regrading to accommodate the proposed raising of the profile of Washington Street (Washington Street work is part of the Rail Improvements Project and is not included in the funding allocations for the SSCTC.) Staging on the SMTD Transfer site will plan for the use of one island serving two lanes of bus traffic during construction. It is further anticipated that the west-most, south bound lane of 11th Street will temporarily serve bus transfer needs during site construction.

Block C

Defined approximately by: Adams Street (to be vacated), Monroe Street (to remain in service), 9th Street, 10th Street Rail Corridor

Current use: Sangamon County Complex and Sangamon County Jail

Proposed Construction and Use: There is no proposed construction on this site included with the SSCTC project. The SSCTC project team recognizes, however, that the main entrance to the County complex is intended to be relocated from the west (9th Street) side to the north (Adams Street) side of the facility, and that this entrance facility will be located between the courts building and jail, and will be accessed via the Adams Street pedestrian plaza. The SSCTC project team will collaborate with the design team (Farnsworth Group) that is planning the modifications to the County Building so design objectives at the interface of the two projects can be mutually understood and achieved to the extent practicable within physical constraints, access requirements, and fundability.

As part of the SSCTC project, Amtrak passenger loading platforms will be located on the 10th Street Rail Corridor immediately adjacent to the east property line of the Sangamon County Complex.

Block D

Defined approximately by: Adams Street, Monroe Street (to remain open), 10th Street Rail Corridor, 11th Street Current use: Retail and private parking, Sangamon County Sherriff's Garage

Proposed Construction and use: It is anticipated that this site will be acquired by the Rail Improvements Project and that existing buildings on this block will be demolished. Property acquisition, demolition costs and professional services required for demolition will be funded through the Rail Improvements Project.

It is also anticipated that this site may serve the parking that will be displaced during the construction of the new parking garage and Amtrak Station on Block 1. Following the completion of the parking garage, this block will be available for additional development.



It is anticipated that contingent upon the County securing the necessary funding, an activities center, currently identified as the "Adams Street Activities Center" will be constructed on this site. This agreement includes design and bid phase services for the Adams Street Activities Center. However, those services will not be initiated until the County notifies Hanson that funding has been secured for the center.

Block E

Defined approximately by: Monroe Street (to remain open), Capitol Avenue, 9th Street, 10th Street Rail Corridor Current use: State Journal Register Building and Lincoln Depot (Noll Law office)

Proposed construction and use: There is no construction proposed for this site for the SSCTC. It is anticipated that this site will remain, generally in its current configuration and use.

Block F

Defined approximately by: Monroe Street (to remain open), Capitol Avenue, 10th Street Rail Corridor, 11th Street

Proposed Construction and use: It is anticipated that portions of this site will be acquired by the Rail Improvements Project and that some existing buildings will be demolished. Property acquisition, demolition costs and professional services required for demolition will be funded through the Rail Improvements Project.

It is further anticipated that a surface parking lot to serve the Adams Street Activities Center may be constructed on portions of this site, if funding for the Adams Street Activities Center is secured. As with the proposed activities center construction on Block D design services for the parking lot will not be initiated until the County notifies Hanson that funding has been secured for the Adams Street Activities Center.

Utility relocation

Hanson will coordinate with respective utility providers utility relocation that may need to occur within the building sites. Relocation of primary utilities within City and Railroad Right-of-Way will be included with the Rail Improvements Project and will not be part of the SSCTC project.

Project Stakeholders

- Sangamon County
- City of Springfield
- Amtrak
- SMTD
- Union Pacific Railroad (for facilities adjacent to and crossing their tracks)
- Norfolk Southern Railroad (for facilities adjacent to and crossing their tracks)

Services:

Hanson and selected consultants will provide professional services for the design and bidding of the five subprojects listed above. These services include:

Architectural (by stated First Tier consultants), Site Civil, Structural, Mechanical, Electrical, Plumbing and Fire Protection design and construction document preparation services and bid phase services to Sangamon County (Client) for the proposed Springfield-Sangamon County Transportation Center. Hanson will provide design phase commissioning services for HVAC, Electrical and Plumbing systems.

First Tier Consultants:

- Muller 2 Parking Garage, Amtrak Station, Amtrak Platforms. Also Public Pedestrian Bridge / Amtrak Pedestrian Bridge, Stairs, Elevators and retail space / café on east side of Norfolk Southern tracks. (Note that it is anticipated that the Public Pedestrian Bridge and Amtrak Pedestrian Bridge will be adjoined but constructed such that there is no direct access between the Public and Amtrak Pedestrian Bridges.)
- Ferry Architects SMTD Transfer Facility and communications with local Building Authorities Having Jurisdiction and Design Development collaboration with Muller2 for Parking Garage and Amtrak station. Adams Street Activities Center.



Additional Consultants:

- Massie Massie and Associates Landscape Architecture
- Rapids Food Service Contract and Design Kitchen Consultant
- Counsilman-Hunsaker, Aquatics for Life Pool Consultant
- RLB (Rider, Levett, Bucknall) Cost Consultant
- Desman Design Management Parking Consultant

Hanson and our First Tier Consultants will provide General Coordination with Stakeholders. Coordination will include participation by a representative of Hanson and each of our First Tier Consultants at up to 18 meetings (held approximately monthly) with designated representatives of Sangamon County. It is understood that the Sangamon County Engineer will be Sangamon County's representative at these meetings.

Hanson will submit plans and technical specifications to the above-named project stakeholders at each of the scheduled submittal phases, listed below. Hanson will compile the comments received from the stakeholders. Hanson and our consultants will prepare draft responses to the stakeholders' comments, review the comments and draft responses with the Sangamon County Engineer and return the dispositioned responses to the stakeholders. Design documents will be updated in accordance with the dispositioned comments.

Surveying, Traffic Analysis and Geotechnical Engineering will be performed by Hanson.

Discipline-specific descriptions follow the general services description.

General Services Description

Services under this agreement will begin with Preliminary Design and conclude with Bid Phase services as identified:

Preliminary Design Phase

- 1. Conceptual Design (15%)
- 2. Topographic Surveying
- 3. Geotechnical Engineering
- 4. Traffic Analysis

Design Phase (Construction Documents)

- Design, plan preparation and preparation of technical specifications for architectural, site civil, site electrical, and structural, building electrical, heating, ventilation and air conditioning, plumbing and fire protection for the subprojects included in the "Project Description."
- Communication with local Authorities having jurisdiction over site design to confirm applicable requirements. Submittals to local authorities will be limited to plans, technical specifications and calculations for review/permitting. Any other submissions to the local authority will be considered additional services and may require an adjustment in Hanson's fee.
- Appropriate design personnel will attend design phase coordination meetings. These meetings are expected to be held in Springfield, IL on an approximate bi-weekly basis during the Design Phase. All other coordination and communication is understood to be completed via written (mail) or electronic (email, telephone call and teleconference) methods.
- 4. Preparations of opinions of probable construction cost at each submittal stage.



- 5. Hanson will identify for each of the stakeholders their design standards for applications to the project. Hanson will submit at the scheduled deliverable phases to identified stakeholders for their review and comment. Hanson will disposition stakeholders review and evaluate with the County changes to the design to accommodate stakeholders' requirements.
- 6. Plan review submittals will be made to permitting authorities with the Issued for Bid Set. Earlier submittals may also be issued to the named authorities at the discretion of Hanson and our consultants. Such submittals will include drawings, specifications and design calculations for the following:
 - a. Sangamon County Water Reclamation District for stormwater detention and stormwater and sanitary sewerage
 - b. IEPA, for consideration of sewer permits
 - c. IEPA water for consideration of service permits
 - d. IDOT for consideration of entrance permitting
 - e. Sangamon County Health Department for consideration of café
 - f. Sangamon County Health Department and IDPH for consideration of permitting for swimming pool at Adams Street Activities Center
 - g. Sangamon County Health Department for consideration of permitting for food service at Adams Street Activities Center

Bid Phase

- 1. Advertise project for bid and distribute bid documents to prospective contractors.
- 2. Hold a Pre-Bid meeting.
- 3. Respond to bidders' requests for clarification.
- 4. Prepare clarification sketches, notes, and issue addenda to plan holders.
- 5. Receive bids and evaluate contractor bids and make recommendations to award.

Program Management

Hanson will provide Program Management throughout design and bid phase services. Program Management includes:

- 1. Accounting of project expenses
- 2. Required monthly and quarterly progress reports to State and Federal funding sources
- 3. Billing State and Federal sources for reimbursement of eligible project expenses
- 4. Serving as liaison with State and Federal governments regarding Grant Agreement requirements.

Anticipated Schedule/ Submittal Phases

Activity	Duration
Conceptual Design Submittal	8 weeks
Stakeholder Review	4 weeks
30% Construction Documents	16 weeks
Stakeholder Review	4 weeks



60% Construction Documents	16 weeks
Stakeholder Review	4 weeks
95% Construction Documents	16 weeks
Stakeholder Review	4 weeks
Issued for Bid Set	4 weeks
Issued for Bid Set – County Review	2 weeks
Finalize Bid Documents	2 weeks
Bidding	6 weeks
Total	86 weeks

Deliverables

At each submittal stage Hanson will deliver plans and technical specifications to the stakeholders listed under the Project Description, receive and disposition their comments.

- 1. Conceptual Design Submittal. [Preliminary (15%)]
- 2. Design Submittals:
 - a. Construction Documents
 - i. 30%
 - ii. 60%
 - iii. 95%
 - b. Bidding / Construction Documents
- 3. Deliverable Format
 - a. Architectural Conceptual Design

Architectural concept development and refinement will be developed in addition to traditional design documentation and construction documents. 2D and 3D Space planning diagrams, conceptual renderings, and other exhibits will be developed and utilized during stakeholder coordination meetings to communicate design options and achieve stakeholder consensus during the early stages of the project development.

- b. Architectural Design Documentation & Construction Documents Architectural plans and details will be prepared using Autodesk Revit 2020 or earlier. Level of Development (LOD) will be as generally defined by AIA Document E202, LOD 300, as required for generation of traditional construction documents (Architectural systems, elements, schedules, and construction details).
- c. Structural, Mechanical, Electrical, Plumbing and Fire Protection plans and details will be prepared in Revit Structure, 2020 (or earlier). Level of Development (LOD) will be as generally defined by AIA Document E202, LOD 300, as required for generation of traditional construction documents (foundation and framing plans and details). For structural systems, primary and secondary member sizes will be modeled to the extent necessary for clash detection. Such primary and secondary members generally include columns, girders, floor and roof beams and joists, floor and roof slabs and decks. Tertiary components such as typical framing for openings at ductwork and other similar items and loose angle lintels will not be modeled. Such elements will be specified on the drawings in tabular format for application in accordance with span (lintels) and opening size (chases, duct openings).
- d. Electrical site plans will be provided in AutoCAD 2020 or earlier. The plans will show light pole and fixture locations, the location of the lighting controller, conduit and wire routing, details of the pole foundations, light pole and fixture and the lighting controller. Plans will also depict primary feed to transformer, transformer pad, Code Blue devices, cameras, fiber optic cable and conduit. Additional details will be provided for trench and back fill work.



- e. Site Civil plans and details will be prepared in AutoCAD Civil 3D. The civil plans and details will not be prepared for integration with an overall Building Model. Finish grades for seeded and landscape areas, pavements, curbs and gutters and sidewalks will be depicted by contours and spot elevations noted on the plan drawings. Layout and elevations of storm sewers will be depicted on the plan drawings and invert elevations will be either specified by notation on the respective plan sheet(s) or by the inclusion of a plan and profile sheet at the discretion of the civil / site designer. Layout of waterlines (for supply to irrigation system), primary and secondary power lines, and telephone lines will be shown on the civil drawings in cooperation with the designers of the respective systems.
- f. Deliverables from Hanson to Client will be electronic (.dwg, rvt, .dwf, .pdf, etc.). Additionally, Hanson will provide paper copies. Anticipated number of 11x17 paper copies is two sets per stakeholder per review submittal.

DISCIPLINE SPECIFIC DESCRIPTIONS

Surveying Services

- 1. Establish horizontal control points and vertical benchmarks throughout project site.
- 2. Supplement existing aerial photography within survey limits as required for site design. This includes existing structures, curb, gutter, sidewalk, and pavement.
- 3. Contours will be shown on a 1-foot interval. Spot elevations will also be shown along with above ground features such as trees, bushes, poles, fences, and signs.
- 4. Provide a utility survey within survey limits. Above ground visible utilities will be located. Location of underground utilities will be shown based on utility company records and any marking provided by those companies.
- 5. Rim elevations of manholes and inlets will be provided along with information regarding each structures' invert elevation, size, and material. These measurements will be obtained from the surface. Hanson will not enter any confined spaces.

Traffic Impact Study Services

- 1. Basis of Traffic Analysis Traffic analysis assumes the following three phase sequence of construction and associated impacts:
 - a. Phase 1 Traffic will be redistributed for the closure of Adams Street between the railroad corridor and 9th Street. An AM and PM peak hour Synchro model will be created for this 'Initial' scenario.
 - b. Phase 2 During this phase it is assumed that Sangamon County parking will move to a temporary lot (presumably in Block D as previously described) while the new parking garage and Amtrak station are under construction. The SMTD transfer site is assumed to be under construction during this phase as well and it is assumed bus transfers will be limited on site, requiring the closing of one southbound lane of 11th Street between Washington and Adams Street for additional bus transfer staging. An AM and PM peak hour Synchro model will be created for this 'Interim' scenario.
 - c. Phase 3 Trip Generation for the Amtrak station will be completed and combined with the Sangamon County parking that shall return to the newly completed parking garage. Trip Generation for the proposed Adams Street Activities Center will also be conducted during this phase. An AM and PM peak hour Synchro model will be created for this 'Final' scenario.
- Traffic Counts Complete traffic counts (services provided by Subcontractor) for 9th/Washington, 9th/Adams, 9th/Monroe, 11th/Washington, 11th/Adams, 11th/Monroe and two parking access points during



the AM and PM Peak for a total of six hours of data collection at each intersection.

- 3. Trip Generation and Redistribution Complete redistribution of Adams closure and trip generation based on proposed facilities. Trip Generation will consider proposed increased 10th Street train traffic.
- 4. Synchro Model (Modeling software) Complete six Synchro models, two each (AM/PM) for existing, interim and full build scenarios. Proposed scenario models can be used to evaluate benefits of up to three minor design alternatives. Minor design alternatives could include lane reconfigurations, lengthening turn lanes or change entrance locations. Minor design alternatives are not intended to evaluate major renovations of the transportation network.
- Submit Traffic Analysis to IDOT concurrently with the City of Springfield. Hanson will disposition the reviews
 of both IDOT and the City of Springfield directed to the approval of the entrances to the proposed
 improvements from state and local streets.
- 6. Traffic Analysis does not include Intersection Design Studies or geometric recommendations.

Geotechnical Engineering

- 1. Site reconnaissance, soil boring layout and access coordination.
- 2. Drilling test borings for the subprojects of the number and to the maximum depths shown below.

Subproject	No. of Test Borings	Estimated Depth, ft.
Parking Garage and Amtrak Station	3	40
SMTD Transfer Facility	2	15
Adams Street Activities Center (Building)	1	40
Adams Street Activities Center (Site)	2	15

- a. Split spoon samples and Standard Penetration Testing (SPT) taken at 2.5-foot interval through the top 15 ft of soil column and thereafter 5-foot interval.
- b. Modified SPT testing (MSPT) taken in rock in lieu of rock coring.
- c. Obtain four undisturbed Shelby tube samples for buildings (one per 40 ft test boring).
- d. Performing visual classification of extracted soils.
- e. Recording groundwater levels during drilling and after drilling.
- f. Backfilling bored holes with soil cuttings/spoils.
- 3. Performing lab testing on selected soil samples and preparing final logs.
 - a. Moisture content (50), Atterberg limits (4) and unconfined compressive strength & unit weight on cohesive soils (6), particle size wash passing sieve #200 (4), and 2 1-D consolidation tests.
 - b. Two analytical tests (sulfate, chloride & pH)
 - c. Developing final gINT logs for soil borings.
- 4. Develop and submit Geotechnical Exploration Report summarizing results of borings, laboratory tests and geotechnical engineering recommendations including:
 - a. Summary of subsurface conditions, groundwater conditions and the impact on proposed construction.
 - b. Identifying possible problematic areas, soft, high plasticity, and high moisture content soils.
 - c. Bearing pressure and construction criteria for foundation systems (shallow & deep).



- d. Evaluation of settlement.
- e. Lateral earth pressures for permanent structures and temporary excavation support.
- f. Pavement recommendation.
- g. Evaluation of in-situ material for use as fill.
- h. Seismic site characterization.

Architectural Services - Program Verification and Preliminary Design for SSCTC (Muller2)

- 1. The design team will provide a tabular list of program spaces to be included in the station and parking facility. The list will include quantities and approximate sizes. The design team will meet with stakeholders to resolve any potential discrepancies with the program and to achieve approval, prior to developing design options.
- The design team will conduct a workshop with stakeholders to obtain feedback on design work completed to date. The design team will prepare a presentation, with representative precedent images, to guide the discussion.
- 3. The design team will prepare up to three (3) design options for the station facility, parking deck, and pedestrian bridge connection. Plans, sections, elevations, and three-dimensional views will be prepared for each option.
- 4. An analysis of the options will be prepared, indicating potential pros and cons of each.
- 5. A preliminary code analysis will be prepared.
- 6. The design team will coordinate with the independent cost estimator to develop an order of magnitude opinion of probable costs for each option.
- 7. The design team will conduction a design presentation/workshop to obtain feedback on the options developed.
- 8. Based on stakeholder review and approval, one design option will be chosen and revised to incorporate stakeholder comments.

Architectural Services - Program Verification and Preliminary Design for SMTD Transfer Facility (Ferry)

- The design team will meet with SMTD staff to develop/refine a tabular list of program spaces to be included in the SMTD Transfer Facility. It is anticipated that the spaces will include ticketing, waiting, break area and offices for SMTD staff. Canopy covers for bus island areas as well as other associated site amenities will be identified. The list will include quantities and approximate sizes for each space/element. The design team will meet with stakeholders to address any program modifications and to achieve approval, prior to developing design options.
- 2. The design team will conduct a workshop with stakeholders to obtain feedback on design work completed to date. The design team will prepare a presentation, with appropriate images, to guide the discussion.
- The design team will work with the Landscape consultant to prepare up to three (3) design options for the station SMTD Facility, canopies and associated site improvements. Plans, sections, elevations, and threedimensional views will be prepared for each option.
- 4. An analysis of the options will be prepared, indicating potential pros and cons of each.
- 5. A preliminary code analysis will be prepared.
- 6. The design team will coordinate with the independent cost estimator to develop an order of magnitude opinion of probable costs for each option.
- 7. The design team will conduct a design presentation/workshop to obtain feedback on the options developed.
- 8. Based on stakeholder review and approval, one design option will be chosen and revised to incorporate stakeholder comments.



Architectural Services - Program Verification and Preliminary Design for the Adams Street pedestrian Plaza (Ferry)

- 1. The design team will provide a list of activities including vehicular and pedestrian circulation considerations for the Plaza. In addition, the design team will communicate with the Sangamon County consultant (Farnsworth) to coordinate the Plaza design with the relocation of the County Building entrance from the existing 9th Street entry to the new north/Adams Street/Plaza entrance. The design team will meet with stakeholders to review and discuss potential modification with the plaza program and to achieve approval prior to developing design options.
- 2. The design team will conduct a workshop with stakeholders to obtain feedback on design work completed to date. The design team will prepare a presentation, with appropriate images, to guide the discussion.
- 3. The design team will work with Muller2 and the landscape consultant to prepare up to three (3) design options for the pedestrian plaza. Plans, sections, plaza grade recommendations, and three-dimensional views will be prepared for each option. The design team will prepare design considerations for the potential of a covered or enclosed walkway connecting the parking deck, Amtrak Station and new County Building entrance for presentation/consideration only. An enclosed walkway is not included in the subsequent phases of this proposal and would be considered additional services if included in the development of the construction document and bidding phases of the project.
- 4. An analysis of the options will be prepared, indicating potential pros and cons of each.
- 5. A preliminary code analysis will be prepared.
- 6. The design team will coordinate with the independent cost estimator to develop an order of magnitude opinion of probable costs for each option.
- 7. The design team will conduction a design presentation/workshop to obtain feedback on the options developed.
- 8. Based on stakeholder review and approval, one design option will be chosen and revised to incorporate stakeholder comments.

Architectural Services - Program Verification and Preliminary Design for Adams Street Activities Center (Ferry)

- The design team will provide a tabular list of program spaces to be included in the Activities Center and associated parking facilities. The list will include quantities and approximate sizes. The design team will meet with stakeholders to review the program and discuss desired modifications to the program and to achieve approval, prior to developing design options.
- 2. The design team will conduct a workshop with stakeholders to obtain feedback on design work completed to date. The design team will prepare a presentation, with appropriate images, to guide the discussion.
- 3. The design team will work with the pool, kitchen and landscape consultants to prepare up to three (3) design options for the station facility, parking deck, and pedestrian bridge connection. Plans, sections, elevations, and three-dimensional views will be prepared for each option.
- 4. An analysis of the options will be prepared, indicating potential pros and cons of each.
- 5. A preliminary code analysis will be prepared.
- 6. The design team will coordinate with the independent cost estimator to develop an order of magnitude opinion of probable costs for each option.
- 7. The design team will conduct a design presentation/workshop to obtain feedback on the options developed.
- 8. Based on stakeholder review and approval, one design option will be chosen and revised to incorporate stakeholder comments.

Architectural Services - Construction Documents (plans and technical specifications) and Bid Phase

1. 30% Design Documentation



- a. Schematic drawings will be prepared including site plans, parking plans, station and platform plans, sections, elevations, and preliminary details.
- b. A detailed code and exiting analysis will be prepared and preliminary meetings with authorities having jurisdiction will be conducted.
- c. Preliminary renderings and preliminary materials/color boards will be created.
- d. A specification index will be provided to coincide with the schematic drawings.
- e. Coordination of an Opinion of Probable Construction Costs based on the schematic drawings and specs (prepared by an independent cost estimator).

2. 60% Construction Documents

- a. Based on stakeholder approval of the 30% design documents, schematic drawings will be advanced to 60% design level including additional detail illustrating the size and character of the construction scope for the project. Drawings will include but not limited to, site plans, enlarged plans, elevations, sections and details.
- b. Preliminary wayfinding drawings will be prepared. Amtrak Standards as well as other relevant criteria will be utilized.
- c. Updated renderings and materials/color boards will be created.
- d. Draft construction specifications will be prepared.
- e. Coordination of an updated Probable Construction Costs based on the 60% drawings and specs (prepared by an independent cost estimator).

3. 95% Construction Documents

- a. Based on stakeholder approval of the 60% design documents, drawings will be advanced to a 95% design level.
- b. Final wayfinding drawings will be prepared.
- c. Final renderings and materials/color boards will be created.
- d. Draft construction specifications will be prepared.
- e. Coordination of an updated Probable Construction Costs based on the 95% drawings and specs (prepared by an independent cost estimator).
- f. Prior to submitting the documents for Stakeholder review, the design team will perform a QA/QC of all documents in accordance with the project's quality program and FTA guidelines.

4. Final Bid Documents (Issue for Bid) and Addenda

- a. Based on final stakeholder comments, the documents will be advanced to a level suitable for public bidding.
- b. During the bidding period, the design team will attend a prebid meeting with contractors and appropriate stakeholders, address questions that arise during the bidding phase and issue revisions in the form of an addendum to the contract documents as necessary.

Civil Engineering Services

- 1. Design for modifications to existing traffic circulation to accommodate the SSCTC.
- 2. Design for storm water collection and surface or subsurface detention systems.
- 3. Design of finished grading within construction limits.
- 4. Attend up to five meetings with local authorities having jurisdiction over approval of the site civil and structural components of the project.
- 5. Erosion control systems design for Owner's or construction contractor's issuance to the local authorities and /or the IEPA. A Stormwater Pollution Prevention Plan will be prepared by Hanson and Notice of Intent form will be completed by Hanson for submittal and management by the Contractor or Owner.
 - a. Completion of a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the National Pollutant Discharge Elimination System (NPDES) for construction activities.
 - b. Completion and filing of a Notice of Intent (NOI) permit with the Illinois Environmental Protection Agency. (However, payment of permit fees is not by Hanson.)



- 6. Pavement and striping plans, curbs and sidewalks within the project limits. Horizontal layout of parking islands, and general coordination with Ferry and Associates and Landscape Architect.
- 7. Depict electrical, telephone, and fiber optic layout for general design coordination purposes. Determination of service requirements for these utilities is not provided by Hanson under this agreement.
- 8. Coordination with requirements of the local authority having jurisdiction (Also refer to Item 2 under Civil Engineering Services):
 - a. Comply with current development and engineering requirements. These are expected to include storm sewer, detention pond, traffic circulation, and pavement design.
 - b. Review of design with local utility companies.
- 9. Construction Document phase Drawings and Specifications:
 - a. Existing site topography and features.
 - b. Site development plan, including horizontal dimensions.
 - c. Utility Plan, including horizontal and vertical dimensions when required.
 - d. Site utilities within 5 ft. of proposed buildings:
 - i. Sanitary Sewer Service design for the onsite buildings. Prepare documents (application form and drawings) for Illinois Environmental Protection Agency Water Pollution Control Permit for sanitary sewer service for the buildings.
 - ii. Water Service design and coordination with CWLP for the onsite buildings.
 - iii. Electrical, gas, telephone and fiber optic geometric layout only (no design) for coordination purposes.
 - iv. Grading plans for the site area.
 - e. Grading, storm sewer, and detention pond (and/or subterranean detention system) plan, including horizontal and vertical dimensions.
 - f. Erosion control plan.

Structural Engineering Services

- 1. Structural engineering services, in accordance with the architectural design, will be provided for the proposed facilities.
- 2. Structural design for site landscape walls and light pole foundations.
- 3. The design of protective construction (if required) will be provided by the contractor in accordance with a performance specification to be written by Hanson and included in the contract documents.

Site Electrical Engineering Services

- 1. Electrical Design:
 - a. Exterior lighting calculations for pole mounted fixtures.
 - b. Exterior light fixture schedule.
 - c. Voltage drop calculations.
 - d. Assessment of the Power System for the overall facility power requirements and consideration of facility power requirements in combination with site lighting load.



- e. Coordinate with Electric Utility those revisions to electrical service to accommodate new construction. This is expected to include addition of a pad mounted transformers in accordance with the requirements of the utility provider (CWLP).
- f. Consideration of and design for solar panels on SMTD canopies.
- g. Design for addition to site Security system as generally outlined under "Project Description."
 - i. Fiber optic conduit and cable routing.
 - ii. Code Blue device locations with power and communication line.
 - iii. Security cameras.

Building Mechanical Engineering Services (HVAC)

Hanson will design heating, cooling, and ventilation facilities for the proposed facilities. System types to be determined in consultation with operating Stakeholder(s).

Building Plumbing

Hanson will design plumbing systems for the facility including low flow water closets and urinals. Water heaters will be gas or electric tank type and will incorporate domestic hot water recirculation.

Building Fire Protection

Hanson or a consultant to Hanson will write the delegated design specifications for fire suppression systems. Final design of sprinkler head layout and final pipe sizing and routing will be delegated to the construction contractor in accordance with common industry practices.

Building Electrical (Power, Lighting and Technology)

- Hanson will provide interior lighting design services for the new facilities. The aesthetics of the new lighting will be coordinated with Architect and Client and the power and control systems will be designed to meet the current National Electrical Code (NEC) and the current International Energy Conservation Code (IECC)
- 2. Hanson will design the power distribution system for the facilities. The power distribution system will consist of a main service entrance power distribution center and a series of branch circuit panelboards to serve the building's power needs. The system will be designed with a minimum of 30% spare capacity. During design the voltage systems will be evaluated to determine if a 480Y/277V system or a 208Y/120V System will be deployed.
- 3. Hanson will design electrical connections for the new HVAC and Plumbing Equipment for the building. This will consist of Motor Starters, Variable Frequency Drives, Heavy Duty Disconnects, Fractional HP Motor Disconnects and associated branch circuit conduit and wire. Pathways for controls will be coordinated with the mechanical and plumbing engineers for development of an infrastructure system that will be in place for the HVAC and Plumbing control systems.
- 4. Convenience power will be designed to provide no more than 10 ft separation along all walls within the facilities with the exception of small office entry walls. Power receptacles will be provided in designated locations for copiers, printers and kitchenette type appliances (Microwaves, Refrigerators, Coffee Pots, etc.) At least two dedicated circuits will be provided on all kitchenette counter tops in addition to the power for the appliances indicated above.
- Design for a telecommunications distribution system. Requirements for the new system will be coordinated with Owner's IT department and will be a Category 6 System per EIA/TIA Standards.
- 6. Design for fire alarm system in compliance with NFPA 72 National Fire Alarm and Signaling Code.



7. Provisions for Electronic Access Controls and Closed Circuit Television Systems will be coordinated with Owner and infrastructure will be provided for these systems. The locations and specific items needed will be coordinated during design.

Design Phase Commissioning

- Hanson's independent commissioning group will review the HVAC, Electrical, and Plumbing design documents against the Owner's Project Requirements (OPR) and A/E Team Basis of Design. Documents will be reviewed at 30%, 60% and 95% Construction Documents submittals and the Issued for Bid set.
 - a. Review the ability for maintenance to be properly provided for the equipment.
 - b. Provide comments regarding potential optimization strategies for the HVAC and BAS systems to potentially increase energy efficiency without sacrificing comfort.
 - c. Provide design review comments in a format for the A/E team to be able to provide a response.
 - d. Participate in a Design Review Meeting. Assumed to be 1 person for a 1/2-day meeting on site.
- 2. Perform a back check of the Design Review Comments in the Conformed Drawing Set.
 - a. Follow up meeting to be via teleconference.
- 3. Participate in design meetings monthly throughout the design phase. Such participation may be via remote meeting platforms at Hanson's discretion.
- 4. Assist in creating the commissioning specifications to align with the project scope of work.
- 5. Assist the Owner in maintaining their OPR throughout the project.

Hanson's commissioning methodology is in general conformance with ASHRAE Guidelines 0-2019 and 1.1-2007, as well as Standard 202-2018. In addition, Hanson subscribes to the recommended practices of the AABC Commissioning Group (ACG) and the Building Commissioning Association (BCA). Hanson is an ACG certified commissioning provider firm.

Notable Exclusions

The Scope of Services specifically excludes the following:

- 1. Conducting flow tests of existing water main(s). (It is presumed that flow test data will be provided by Springfield City Water Light and Power.)
- 2. Hazardous material review and analysis is not included. (These will be included for demolition under the Rail Improvements Project.)
- 3. Payment of permit or filing fees.
- 4. Protective construction required by the contractor. The protective construction and design will be provided by the contractor through a performance specification to be included in the contract documents.
- 5. Construction Phase services or any other services subsequent to Bid Phase.
- 6. Services related to water or sewer main extensions.
- 7. Additional services requested by Sangamon County, or otherwise needed to complete the project, can be provided for additional fee in an amount to be determined at the time of the request for services. In the event additional services are requested of Hanson, an amendment to the Agreement will be prepared.
- 8. Renderings will be limited to imagery generated by Revit, or other computer software at the discretion of Hanson and Hanson's consultants. Artist's renderings and physical models are not included.
- 9. Specification of Furnishings, and other such items that are not part of the building systems.



- 10. Design and construction documents for an enclosed connection to the County Complex.
- 11. LEED certification is excluded.



Attachment B - Charges for Services

PSA C-19L0116

Effective Date: April 7, 2020

Basis of Charges:

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

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

The amount of effort necessary to complete the required Scope of Services will depend upon several factors, including final program for the subprojects and disposition of input and review by project stakeholders.:

Hanson agrees not to exceed \$3,155,700 under this Agreement with Sangamon County without prior notification to Sangamon County. Fees will be divided between Sangamon County, under this Agreement and the City of Springfield under the existing Agreement between Hanson and the City of Springfield for the Springfield Rail Improvements Project, as indicated in the Recapitulation of Fees on the following page.



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\$11,300 \$34,700

\$19,800 \$35,800

\$1,653,000 \$5,416,900

Center Subtotal

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\$28,400 \$6,800

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Notes

1. Civil, Landscape Architecture, Facility Architecture, Structural, Mechanical, Electrical, Plumbing, Fire Protection

\$3,155,700 \$3,008,300

\$6,164,000

2. Under this agreement.

Under the agreement between Hanson and the City of Springfield
 It is understood that plan review fees by City, County and IDOT have been waived by these governmental entities for this project.

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Exhibit A – Site Plan



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Exhibit B - Parking Garage - Broad Program Statement

A 570-space parking structure is planned for the southeast corner of Washington Street and 9th Street (Block A). Parking spaces are anticipated to be allocated to multiple user types, as follows:

- Sangamon County Employees 300 Spaces
- Sangamon County Visitors 100 Spaces
- Amtrak 140 Spaces
- SMTD 30 Spaces

The parking garage is envisioned to be between three to four levels arranged in a two-way traffic configuration with a center ramp. Vehicle entries will likely be provided from both 9th Street and Washington Street. An off-street covered drop-off will likely be located along 9th Street and will accommodate approximately nine to ten vehicles. The drop-off canopy will further provide a visual connection to the new Amtrak Station.

Further, the southern portion of the parking structure will tie-in to the adjacent Amtrak Station. The public portion of the Amtrak station will also serve as the main entry point to the parking garage, and to the extent feasible, the parking garage will utilize the same elevators that will connect to the public pedestrian bridge. The exterior of the parking structure will be clad to architecturally complement the adjacent Amtrak Station.

The parking garage will be designed to accommodate vertical expansion to accommodate the addition of up to two additional levels of parking in response to future parking needs.



Exhibit C - Amtrak Station - Broad Program Statement

The new Amtrak Station will be located south of the proposed parking structure, within / near vacated Adams Street. The public vestibule portion of the project will provide a connection to the parking structure and to a public pedestrian bridge.

The proposed Amtrak Station will be approximately 21,000 square feet (including both the public and Amtrak pedestrian bridges) and will include the following program components:

- A general waiting area for Amtrak passengers.
- Public restrooms.
- Amtrak ticket counter.
- Amtrak back of house office space.
- General station support spaces (electrical room, janitor's closet, etc.).

Trains will be serviced by two platforms, one for each Union Pacific (UPRR) track. UPRR Main 1 will be serviced by the west platform that will either be connected by stairs and elevators, or by a ramp. UPRR Main 2 will be serviced by the east platform with a new elevated pedestrian bridge, connecting to the new station facility. Two elevators will be included at each end of the pedestrian bridge, in addition to stairs. Each platform will be approximately 600-feet long, with emergency egress provisions included at the end of the platforms.

Immediately west of the station facility will be a public vestibule that will also serve as the main entrance to the parking structure. A public pedestrian bridge will connect from this public vestibule to the east of the tracks. Two elevators will be included at each side of the public pedestrian bridge, along with a set of stairs. The west elevators will also serve each level of the parking structure. The east vestibule will also include shell space for a new concession/coffee shop type vendor of approximately 1,000 square feet.



Exhibit D – SMTD Transfer Facility Broad Program Statement

The SMTD Transfer Facility is currently located on Block B between Adams and Washington Streets, 10th Street Rail Corridor and 11th Street. The proposed project anticipates keeping the transfer facility in the same location. A new building of approximately 3,500 square feet to accommodate SMTD programmed activities is planned for the south west corner of the Block B site.

The programmed spaces include support of the following SMTD functions: ticketing, waiting area, staff break room and staff restrooms, office areas and janitorial/building services areas. Additional transfer facility improvements include canopies over bus boarding islands, island shelters for pedestrians, as well as various site improvements including landscaping.

The existing structure located in the northwest area of the site will be demolished as a part of the Rail Improvements Project and is not included in the SMTD Transfer Facility project or project funding.

Washington Street will remain open to vehicular traffic. Adams Street between 10th and 11th Streets will be dedicated to bus traffic and closed to vehicular traffic at the 10th Street ROW. Washington Street will remain open to east/west vehicular traffic. It is anticipated that during the SMTD Transfer Facility construction phase the west lane of 11th Street will be utilized for all bus transfer activity.

Existing boarding islands as well as existing curb cuts off Adams and Washington Streets will be evaluated and modified as required to address the expanded rail ROW as well as grade changes to the ROW and adjacent roadways.

Fencing along the ROW will be provided as a part of the Rail Improvements Project.



Exhibit E – Adams Street Pedestrian Plaza - Broad Program Statement

The Adams Street Pedestrian Plaza will be located on Blocks A and C and focused on the section of Adams Street between 9th and 10th Streets where Adams will be closed to vehicular traffic (except for emergency vehicles and permitted service vehicles).

Pertinent to, but separate from the Adams Street Pedestrian Plaza and any other subproject described under this Agreement, Sangamon County intends to relocate the main entrance to the County Building complex from its current location on the west side of the complex to the north side of the complex. This new entrance would be accessed from the Adams Street Plaza. (Modifications to the Sangamon County Building complex are being planned and funded separately from the SSCTC.

A vehicular drop off accommodating nine to ten vehicles will be developed off 9th Street on the west side of Block A for Amtrak passengers, Sangamon County visitors and pedestrians using the SSCTC complex.

The Adams Street Pedestrian Plaza will serve Amtrak passengers, Sangamon County Building staff and visitors as well as serve those people wishing to access the SSCTC ROW overpass to the east side of the ROW from Downtown Springfield.

The Plaza will be the primary pedestrian circulation element to connect the SSCTC parking deck, Amtrak Station and relocated Sangamon County Building entrance. The Plaza will also serve as the primary pedestrian circulation element to access the relocated Sangamon County Building entrance, the Amtrak Station and the SSCTC ROW overpass to the east side of the ROW from the west and Downtown Springfield.

Particular emphasis will be given to enhance pedestrian circulation paths between the drop-off lane, Amtrak Station and the relocated Sangamon County entrance. Landscape elements will be proposed to soften the Plaza and create shaded areas for pedestrians to gather.

The Pedestrian Plaza Program will include the conceptual exploration of integrating a covered or enclosed pedestrian circulation space connecting the parking deck, Amtrak Station and relocated Sangamon County entrance. The conceptual design for this potential connection is included in the preliminary design phase of the SSCTC project and is not included in the preliminary construction cost projections or subsequent phases of the project development.



Exhibit F - Adams Street Activities Center Broad Program Statement

The Adams Street Activities Center is a mixed-use Community Center to be located on Block D between Adams Street and Monroe Street, between 10th Street and 11th Street.

The Activities Center is programmed to include meeting rooms, classrooms, banquet space with full kitchen services, two basketball courts, racquetball courts, exercise areas, a family activity pool, locker rooms for the various activity areas, office space, a snack bar or café, and support spaces including mechanical, IT, storage and janitorial as required to service the building. The Activities Center is programmed to contain approximately 73,000 square feet. A tentative list of programmed spaces with approximate areas is included on the following page.

A vehicular drop off lane east of the Activities center off 11th Street will provide pedestrian access to the primary entrance. Access from the west will be provided by the public overpass that connects to the new SSCTC Amtrak Station, Adams Street Plaza, Sangamon County Building and Downtown Springfield. Access from the SMTD Transfer Facility will be provided to interconnect the Activities Center to the bus transportation hub. A parking lot south of Monroe accommodation approximately 200 vehicles will be located on Block F. An entry at the south side of the Activities Center will provide direct access form the proposed parking area to the Activities Center.

It is intended that Monroe Street remain open to vehicular traffic, with an at grade railroad crossing on Monroe for vehicular and pedestrian traffic.



Adams Street Activities Center Tentative List of Programmed Spaces

Area Summary

First Floor	SQ. FT.
Class Room (x4)	5,660
Recital	675
Office	270
Security (x3)	480
Café	830
Family Locker Room	1,330
Family Room	750
Pool	1,600
Womans	600
Mens	600
Storage (x4)	1,9 9 5
Womans Locker Room	1,140
Mens Locker Room	1,140
Basketball Court	1 1,00 0
Racquetball Court (x3)	2,400
Banquet	7,650
Kitchen	1,375
Mech Room	2,025
Common / Vest. / Corridor	9,3 0 0
Tota	50,820
Second Floor	SQ. FT.
Meeting Room (x6)	7,770
Lounge (x2)	1,590
Womans	600
Mens	600
Storage (x2)	1,070
Exercise / Weights	5,850
Common / Vest. / Corridor	5,180
Total	22,660
Grand Total	73,480





General Conditions

Hanson Agreement: C19L0116

Agreement Date: April 7, 2020

Project Name: Springfield-Sangamon County Transportation Center

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

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

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

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

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

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent, intentional, reckless acts or omissions, with limits which HANSON considers Certificates of insurance shall be reasonable. provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

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



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

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

8. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors. partners. employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

9. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or subcontractors and subconsultants with respect to any

payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

10. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement. including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

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

12. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to

monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

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

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

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

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

17. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON.

any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

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

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

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



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

22. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party <u>unless otherwise required by law</u>.

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

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

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

26. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings

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

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

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

29. Hanson agrees to adhere to the provisions of Chapter 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof which shall constitute the affirmative action program of this Agreement.

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

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

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