### RESOLUTION 32-)

**WHEREAS**, Sangamon County has been working with the City of Springfield to consolidate rail traffic along the 10<sup>th</sup> Street corridor and has set a goal to accomplish this task with the help of the State of Illinois and the Federal Railroad Administration by 2025; and,

WHEREAS, as part of the consolidation of rail traffic, Sangamon County has been working with the Sangamon Mass Transit District (SMTD), the Springfield Metropolitan Exposition and Auditorium Authority (SMEAA), and the City of Springfield to establish the Sangamon County Transportation Center in order to consolidate rail, intra-city bus and transit passengers to a single location for convenience of travel; and,

**WHEREAS**, Sangamon County produced a solicitation requesting Letters of Interest from consultants interested in performing the planning services for the proposed transportation center and transportation based development of the surrounding area; and,

WHEREAS, after careful review and consideration, Hanson Professional Services Inc. has been chosen to perform said services that includes \$400,000 of Illinois Department of Transportation Planning Program Funds with a \$100,000 local match to be provided jointly by Sangamon County, SMTD, and SMEAA.

**NOW THEREFORE BE IT RESOLVED,** by the County Board of Sangamon County at its **Regular Statutory Meeting**, assembled this 11<sup>th</sup> day of June, A.D., 2019, that Sangamon County is hereby authorized to enter into contract with Hanson Professional Services Inc. in the amount not to exceed \$500,000 to perform planning services for the proposed Sangamon County Transportation Center and surrounding area.

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

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 copy of a RESOLUTION adopted by the County Board of Sangamon County at its REGULAR STATUTORY MEETING, assembled this 11th day of June, A.D., 2019.

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 June, A.D., 2019.

### COUNTY CLERK



Andy Goleman

Finance Committee

Respectfully submitted



May 29, 2019

### RECEIVED

Mr. Brian R. Davis County Engineer Sangamon County Highway Department 3003 Terminal Avenue Springfield, IL 62707

MAY 2 9 2019

Sangamon Co. Hwy. Dept.

Re: Solicitation of Letter of Interest – LOI 19-01 Sangamon County Transportation Center Adams Street and Ninth Street Springfield, Illinois

Dear Mr. Davis:

3

3

3

3

3

Ð

3

Ð

Ð

B

3

3

3

3

3

3

3

R

64-18906-900

Enclosed is our Letter of Interest in response to your Solicitation LOI 19-01 for the Sangamon County Transportation Center at Adams Street and Ninth Street in Springfield. No other firm understands this project and the issues to be addressed better than Hanson Professional Services Inc. (Hanson). We have assisted the City of Springfield with its rail relocation projects since the 1980s and have developed the current plans for the Springfield Rail Improvements Project. We have also assisted the Sangamon Mass Transit District (SMTD) since 2006 in locating its bus transfer facility.

We have now worked with the City and County to move the rail project to a position where we can confidently look for completion in 2025. To accomplish this, the Amtrak station on the Tenth Street corridor needs to be completed. Our assistance to SMTD from initial site identification, property acquisition, environmental clearance and preliminary planning to design of the current temporary transfer center has led to their being in a position to participate in this effort.

Our work plan clearly demonstrates our understanding of the challenges on this project and that we know how to address them. We are familiar with all the key stakeholders in our community and have close working relationships with the Union Pacific (UP) and Norfolk Southern (NS) railroads, as well as Amtrak, the Federal Railroad Administration and the Illinois Department of Transportation (IDOT).

Mr. James Moll, P.E., S.E. will serve as Project Manager for your project. Mr. Moll has served as the Project Manager for all of the City's rail projects since the 1980s. He has also served as Project Manager for SMTD's planning efforts to date for the new bus transfer center. No one knows more about both of these efforts than Mr. Moll. His knowledge and experience will be critical in the coordination necessary to plan a facility encompassing an Amtrak station, SMTD bus transfer facility and accommodations necessary for the other transportation modes at the proposed Transportation Center

### Sangamon County Transportation Center

LOI 19-01

FIRM NAME / ADDRESS: Hanson Professional Services Inc. 1525 S. Sixth St. Springfield, IL 60703 (217) 788-2450 Fax: (217) 788-2503

CONTACT PERSON: James Moll, P.E., S.E. Project Manager (217) 747-9303 imoll@hanson-inc.com

Selection of the Hanson Team provides the following benefits:

- An Experienced Team with
  local presence
- A Commitment to the Responsiveness required for your requests and needs
- A Team that provides Comprehensive Services
- A Dedicated Team providing qualified staff to meet your project needs

Engineering | Planning | Allied Services

Mr. Sergio Pecori, P.E., Hanson's CEO and Board Chairman will serve as Principal-in-Charge for the project. Mr. Pecori is also the Principal-in-Charge for the Springfield Rail Improvements Project work done by Hanson.

Other Hanson staff who will be involved in this study include:

- Kirk Brown, P.E. to assist with funding identification and program review.
- Becca Wagner, P.E., PTOE will assist in the study of transportation based development in the surrounding area.
- Kurt Bialobreski, P.E., PTOE will assist in the study of transportation based development in the surrounding area.
- Susan McCormick, P.E. designed the current SMTD transfer site and County parking lot.
- Elizabeth Safranski will perform traffic analysis. She has completed all of the traffic study work for the rail project.

Our team also includes subconsultants who bring specific knowledge of our community and of the challenges in designing a Transportation Center:

- Muller & Muller, Ltd. has extensive rail and bus facility design experience and recently designed many of the Amtrak station improvements for IDOT's Chicago to St. Louis high-speed rail line. They will be responsible for planning the Amtrak station/bus transfer facility.
- Ferry & Associates Architects, one of the oldest and most experienced Springfield architectural firms, will perform the planning for the parking garage and the Adams Street plaza.
- Vector Communications Corporation will continue their role of managing the public engagement program for both the Springfield Rail Improvements Project and our previous study work for SMTD.
- FAVOR, LLC, a Springfield public engagement firm, will use their knowledge of our community to conduct the necessary surveys and participate in the Public and Advisory Group meetings.

We believe our institutional knowledge of this project, the experienced staff we plan to assign to it, and our demonstrated success in completing projects on time and under budget makes ours the ideal team to take on this challenging and exciting assignment.

Our Statement of Qualifications includes detailed information on our team, presents our work plan, a schedule of project activities, a preliminary budget, and a list of deliverables.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

۹ (

James Moll, P.E., S.E. Vice President

## **AMANSON**

Section 3 - Preliminary Budget

## Sangamon County Transportation Center Budget

Hanson Professional Services Inc.	
Task	Hours
Meetings with Stakeholders	40
Public Meetings	30
Advisory Group Meetings	30
Coordination	80
Data Collection	20
Establish Design Criteria	30
Establish Existing Land Use	10
Prepare Initial Concepts	100
Finalize Concepts	80
Land Use Study	250
Cost Estimates	80
Project Report	150
Land Use Study Report	001
Exhibits	209
Total Hours	1.040
Average Hourly Rate \$148/hr	\$154,000
Direct Expenses (Exhibit Boards)	\$1,000
lotal	\$155,000

## **AMANSON**

Section 3 - Preliminary Budget

.

Muller & Muller, Ltd.	
Task	Hours
Site Analysis and Documentation	98
Program Verification	300
Multi-Modal Station Programming, Planning and Draft Project Report	554
Updated Multi-Modal Station Programming, Planning and Project Report	524
Production of Fundraising and Funding Grant Materials	160
Quality Control/Quality Assurance for all Submittals	126
Participation in Project Meetings	144
Project Coordination	114
Project Administration	40
Total Hours	2,060
Average Hourly Rate \$95.13/hr	\$195,960
Direct Expenses	\$4,040
Total	\$200,000

Sangamon County Transportation Center

3-2 Э-2

the market of the second

## **ATHANSON**

Section 3 - Preliminary Budget

.

Ferry & Associates Architects	
Task	Hours
Administration	110
Building Code Analysis	40
Program and Site Analysis	40
Concept Options	320
Concept Plan Refinement	100
Presentation Drawings	80
Estimate of Probable Construction Cost	50
Total Hours	740
Average Hourly Rate \$108.10/hr	\$80,000

က ကို

324

I 3 

**HANSON** 

Section 3 - Preliminary Budget

Vector Communications Corporation	
Task	Hours
Create project logo/branding	16
Prepare survey and stakeholder interview questions	20
Contact potential stakeholders to serve on advisory committee	17
Plan and facilitate two (2) Advisory Group meetings. Write meeting minutes	75
Plan and execute two (2) public meetings as part of SRIP meetings (postcards, newspaper ads, etc.)	75
Write and design newsletter articles	24
Create web page and add to SRIP website. Update web page	28
Create and maintain project database	28
Write public engagement summary report	41
Attend client meetings (2 meetings incl. kick-off meeting)	20
Write monthly reports	10
Total Hours	354
Average Hourly Rate \$115/hr	\$40,710
Direct Expenses (Exhibit Boards) and Travel	\$4,290
Total	\$45,000

Sangamon County Transportation Center

9-4 4

## **ATHANSON**

Section 3 - Preliminary Budget

FAVOR, LLC	
Task	Hours
Transit riders, Amtrak passengers, airport shuttle passengers, and intercity bus passengers	140
Interview selected stakeholder organization representatives and elected officials	30
Attend public meetings	5
Attend Advisory Group meetings	5
Prepare a report outlining survey results	10
Attend meetings with County, City and SMTD as deemed necessary	10
Total Hours	200
Average Hourly Rate \$100/hr	\$20,000

TOTAL COST

\$500,000

ð ) 2 ) 

**HANSON** 

Section 2 - Schedule of Project Activities

Schedule for Work Tasks and Deliverables

# Sangamon County Transportation Center Schedule

				CT07						7020		
1	June	Ant	August	September	October	November	December	January	February	March	April	May
Kick Off Meeting												
Questionnaire and Interviews												
Establish Design Criteria												
Hold First Public Meeting and Advisory Group Meeting	┢	6										
									-			
Develop Broliminary Schematic Concents												
			and the second									
Character with Vay Chabahaldare						•						
	$\left  \right $											
Einaliza Concents	+											
Display at Advisory Group and Second Public Meetings								0				
Drenare and Subjumit Reports and Other Deliverables												

Sangamon County Transportation Center

32.9

### Hanson Professional Services Inc. PSA C-19L0116

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 7th day of June, 2019, 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 a planning study for the Sangamon 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. 7) are incorporated into and made a part of this PSA.

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

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

Hanson Professional Services Inc.	Sangamon County
By: James Moll	Ву:
Title: Vice President	Title:
Date: 6-7-19	Date:

### Attachment A – Scope of Services

### PSA C-19L0116

Effective Date: 6/7/2019

### **Project Description:**

Preparation of a planning study for a proposed transportation center and the surrounding area in Sangamon County, Illinois. The transportation center will consist of a designated off-street transfer center, Amtrak station, airport shuttle, intercity passenger bus terminal and adjacent parking garage provide the community with an opportunity to allow passenger interchange with multiple modes of transportation, expanding ridership opportunities, and improving services for riders. The transportation center also will generate demand for adjacent commercial and community services development in the vicinity. The scope of work will include a public engagement program, neighborhood land use development plan, and a transportation center planning and access plan.

### Services:

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

- 1) Public Engagement Program.
  - a. Stakeholder group formation and two meetings.
  - b. Surveys and interviews of transit riders, Amtrak patrons, pedestrians and bicyclists.
  - c. Two public meetings to help shape the planned transit center and also develop a land use plan for the surrounding neighborhood.
  - d. Summary of the public engagement activities into a report giving an analysis and supporting a conclusion of the process.
- 2) Neighborhood Land Use Development plan.
  - a. Analysis of the number of persons moving through the proposed Transportation Center.
  - b. Plan of transit based development that could be supported by the proposed Transportation Center (i.e. residential, commercial, public meeting space or even institutional facilities).
  - c. Reviewing existing occupants of the neighborhood such as the BOS Center, Sangamon County Building, City of Springfield Municipal Center and Sangamon County Jail.
  - d. Focus on opportunities for job creating based development would be encouraged.
- 3) Transportation Center Planning and Access Plan.
  - a. Analysis of needs for the Transportation Center such as office space, transfer center, Amtrak station, and parking as well as the location of each of these needs within the planned facility and access to the facility.
  - b. Analysis of traffic patterns on the streets immediately surrounding the proposed Transportation Center.
  - c. Discussions with the Federal Railroad Administration and the proposed rail users (Norfolk Southern and Union Pacific) regarding track needs and spacing in the immediate area.
- 4) Develop conceptual plans for the SMTD/Amtrak station, parking garage and Adams Street pedestrian plaza. Prepare estimates of probable construction costs for the recommended alternative.
- 5) Prepare a report with figures and exhibits to document the proposal.

### Attachment B – Charges for Services

### PSA C-19L0116

Effective Date: 6/7/2019

### **Basis of Charges:**

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

### **Cost of Services:**

The total cost to accomplish the Scope of Services for this project will be \$500,000. Hanson agrees not to exceed \$500,000 without prior notification to the Client.



### **General Conditions**

### Hanson Agreement: C19L0116

Agreement Date: June 7, 2019

### Project Name: Sangamon 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 delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, 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. 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.

8. 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.

9. 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 HANSON and to its subcontractors to 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.

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

**11. 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.

**12.** 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.

**13. 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



32-1S

between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

14. 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.

**15. 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.

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

17. 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.

**18.** 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.

19. 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.

20. 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

**21.** Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement,





and said party shall not disclose such information to any third party unless otherwise required by law.

22. 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.

23. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statue 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.

**24. 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.

**25.** *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.

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

28. 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.

29. 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.

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

31. 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.