

WHEREAS, The Sangamon County Board has authorized negotiations to commence with Springfield East Venture II for the construction of a new facility to house the Sangamon County Department of Public Health and the Sangamon County Community Resources Department; and

WHEREAS, it is necessary to seek professional consultation on the considerations and aspects of the contract and the actual construction of the new facility, to include but not be limited to reviewing the proposed agreement with Developer, reviewing the design drawings during various stages of development for conformance with the Request For Proposal, and monitor the construction of the new facility for general conformance with design drawings; and

WHEREAS, Hanson Professional Services Inc. has the necessary expertise and experience to provide guidance to the County for new facility project;

NOW, THEREFORE, BE IT RESOLVED, by the members of the Board of Sangamon County, Illinois, in session this 10th day of July, 2007, that the Sangamon County Board enter into a contract with Hanson Professional Services. Inc. for work as outlined in the attached contract titled Exhibit A, in an amount not to exceed \$45,000.

Respectfully submitted,



FILED

JUL 06 2007

Joe Aiello
Sangamon County Clerk

EXHIBIT A

**DRAFT
HANSON PROFESSIONAL SERVICES INC.
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made this 22nd day of June, 2007 between Sangamon County, Illinois, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this Agreement, Client retains Hanson to provide professional services in connection with the proposed Sangamon County Public Health Facility, subsequently referred to as "Project."

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

The attached General Conditions (S-CREV0) are incorporated into and made a part of this Agreement.

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

Client

**By: _____
Robert W. Cusick**

By: _____

Title: Executive Vice President

Title: _____

Date: _____

Date: _____

ATTACHMENT A
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT

Agreement Date: June 22, 2007

Project: Sangamon County Public Health Facility, Springfield, Illinois

PROJECT DESCRIPTION:

The Project consists of an approximately 52,000 sq. ft one-story building to be designed and constructed by Springfield East Venture II LLC (Developer) and leased to Client.

SERVICES:

The Scope of Services to be provided is limited to the following and will be performed as requested by Client:

1. Review Client's proposed agreement with Developer.
2. Develop a list of design/material discussion points to review with the Developer.
3. Review design drawings during various stages of development for conformance with the RFP issued by Client.
4. Assist with development of a material list that the developer should submit for review.
5. Review and comment on proposed materials and assist with evaluation of alternatives.
6. Assist with monitoring of budget and schedule.
7. Assist with evaluation of change orders.
8. Assist with questions that will arise during construction.
9. Perform observations of construction for general conformance with design drawings.

Hanson's scope of services is limited to serving in an advisory role only. The project's design and construction is solely the Developer's responsibility, and Hanson shall have no liability whatsoever for any deficiencies in design or construction.

ATTACHMENT B
CHARGES FOR SERVICES
PROFESSIONAL SERVICES AGREEMENT

Agreement Date: June 22, 2007

Project: Sangamon County Pubic Health Facility, Springfield, Illinois

BASIS OF CHARGES:

Charges for professional services performed by our firm for all services listed in the SCOPE OF SERVICES will be made according to the attached schedule, "Basis of Payment, Consulting Services (Form 07 Rev. 0)." Billings will be issued at least monthly and will be based upon total services completed and expenses incurred at the time of billing.

ESTIMATE OF COST:

The amount of effort necessary to complete the required scope of services will depend upon several factors including the extent of services requested by the County.
It is estimated the total cost to accomplish the scope of services for this project will be from \$35,000 to \$45,000. Hanson agrees not to exceed \$45,000 without prior notification to the Client.

BASIS OF PAYMENT
CONSULTING SERVICES

The following schedule is for normal design and consulting services provided on an hourly basis.

1. ENGINEER/ARCHITECT/SCIENTIST POSITIONS:

ENGINEER/ARCHITECT/SCIENTIST I	\$80.00
ENGINEER/ARCHITECT/SCIENTIST II.....	\$89.00
ENGINEER/ARCHITECT/SCIENTIST III	\$102.00
ENGINEER/ARCHITECT/SCIENTIST IV	\$111.00
ENGINEER/ARCHITECT/SCIENTIST V	\$118.00
ENGINEER/ARCHITECT/SCIENTIST VI	\$136.00
ENGINEER/ARCHITECT/SCIENTIST VII	\$162.00
ENGINEER/ARCHITECT/SCIENTIST VIII	\$188.00
PRINCIPAL.....	\$226.00

2. TECHNICAL POSITIONS:

AIDE	\$42.00
TECHNICIAN I	\$49.00
TECHNICIAN II.....	\$55.00
TECHNICIAN III	\$67.00
TECHNICIAN IV	\$75.00
TECHNICIAN V.....	\$83.00
TECHNICIAN VI	\$97.00
TECHNICIAN VII.....	\$103.00
MANAGER/DESIGNER	\$117.00

3. ADMINISTRATIVE:

ADMINISTRATIVE I	\$33.00
ADMINISTRATIVE II.....	\$46.00
ADMINISTRATIVE III	\$57.00
ADMINISTRATIVE IV	\$77.00
ADMINISTRATIVE V.....	\$91.00
ADMINISTRATIVE VI	\$103.00
ADMINISTRATIVE VII.....	\$136.00

- 4. Charges for special services, expert testimony, etc., will be negotiated.
- 5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
- 6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.
- 7. Use of computer-aided design, drafting, GIS stations and technical software will be charged at \$15.00 per hour.
- 8. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.
- 9. Mileage charges for automobile = 48.5 cents per mile. Mileage charges for mobile lab or truck = 65 cents per mile.
Charges for vehicles that will remain assigned to a specific job will be \$50.00 per day or \$750.00 per month for automobiles, and \$65.00 per day or \$975.00 per month for mobile labs or trucks, plus the cost of fuel in lieu of mileage charges.
- 10. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.
- 11. Rates are subject to change and may be superseded by a new schedule on or about January 1, 2008.

07 Rev. 0

GENERAL CONDITIONS

19-6

PROFESSIONAL SERVICES AGREEMENT

Agreement Date: June 22, 2007

Project: Sangamon County Public Health Facility, Springfield, Illinois

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. 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 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 therefrom. 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.
5. **GENERAL LIABILITY INSURANCE AND LIMITATION:** HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. 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. **LIMITATION OF LIABILITY:** The Client understands that for the compensation herein provided HANSON cannot expose itself to liabilities disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit HANSON's liability to the CLIENT arising from HANSON's professional acts, errors or omissions, such that the total aggregate liability of HANSON shall not exceed \$50,000 or HANSON's total fee for services rendered on this Project, whichever is less.
7. **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.
8. **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.
9. **GOVERNING LAW:** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.
10. **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.
11. **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.
12. **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.

13. 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

14. 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.

15. 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.