

Tazewell County Board

Wednesday, February 28, 2024

David Zimmerman, Chairman of the Board

Michael Harris, Vice-Chairman of the Board



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TAZEWELL COUNTY BOARD

James Carius Community Room
101 S. Capitol Street
Pekin, Illinois 61554

Wednesday, February 28, 2024 - 6:00 p.m.

David Zimmerman - Chairman of the Board
Michael Harris - Vice Chairman of the Board

A. Roll Call

B. Invocation and Pledge of Allegiance

E-24-33 C. Approve appointment to County Board for District 2

D. Communications from members of the public and county employees

E. Communications from elected and appointed county officials

F. Approve the minutes of the January 31, 2024 County Board Proceedings

G. In-Place Transportation Committee Meeting

H. In-Place Property Committee Meeting

I. In-Place Finance Committee Meeting

J. Consent Agenda:

Transportation

T-24-4 1. Approve 24-02000-01-GM (Furnish Seal Coat Aggregate (Steel Slag CM-16) to a Stockpile Location – Cincinnati Road District, to be paid from Township Motor Fuel Tax Funds
Upon approval of in-place meeting

T-24-5 2. Approve 22-09123-00-BR (Center Rd. Pile Repair to Str. 090-3141) – Hittle Road District, to be paid from County Bridge Funds and Local Townships Funds
Upon approval of in-place meeting

T-24-6 3. Approve Supplement Number 1 – Local Public Agency Engineering Services Agreement under Section 22-00026-00-DR – Toboggan Ave. – Eng. Agreement – BLR 05330
Upon approval of in-place meeting

- T-24-7 4. Approve Amended Resolution for Improvement Under the Highway Code – BLR 09110 under Section 22-00026-00-DR – Toboggan Ave.
Upon approval of in-place meeting

Land Use

- LU-24-02 5. Approve Comprehensive Land Use Plan Update for FY25

Property

- P-24-02 6. Approve bid rejection for epoxy floor installation at the Tazewell County Justice Center

- P-24-03 7. Approve construction manager proposal for new Justice Center Annex and building renovations

- P-24-04 8. Approve architect services proposal for new Justice Center Annex and building renovation

- P-24-05 9. Approve asbestos abatement proposal for McKenzie building windows replacement Phase 2

Upon approval of in-place meeting

Finance

- F-24-05 10. Approve replacement purchase of a squad car funded by Risk Management

- F-24-06 11. Approve Recognition of Grant Funds for Circuit Clerk

- F-24-07 12. Approve purchase of Microsoft server licenses

Upon approval of in-place meeting

Human Resources

- HR-24-03 13. Approve a Performance of Recovery Services Addendum with The Phia Group, LLC and Consociate

- HR-24-08 14. Approve the position reclassification for EMA Deputy Director

Risk

- RM-24-02 15. Approve grant from the Illinois Public Risk Fund

Executive

E-24-31 16. Approve Tazewell County Title VI Program

K. Unfinished Business

L. New Business

M. Review of approved bills

N. Approve the March 2024 Calendar of Meetings

O. Recess to March 27, 2024

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve the formal appointment of Jon Hopkins to the Tazewell County Board; and

WHEREAS, Jon Hopkins will serve out the unexpired term in District 2 of Vivian Hagaman as prescribed by law.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and Payroll of this action.

PASSED THIS 28th DAY OF FEBRUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Sales Representative

Jon Hopkins
309-256-6126
Jonathanhopkins2024@gmail.com
Morton, IL

CAREER

Sales Manager with over 11 years of experience training and supervising sales staff while planning and implementing those strategies over a multi-state territory.

- Great Communicator
- Self Driven
- Outgoing
- Goal Oriented
- Passionate

PROFESSIONAL EXPERIENCE

Launched Beard Product Startup | 2022-Present.

- We are now selling in locations across six states, as well as online.
- Increased sales 96% YOY in 2023

Restaurant Owning Manager |Peoria, IL| 2019-Present.

- Doubled Revenue in first year, with continued growth every year since.

Regional Sales Manager

Washington National Insurance Company | Morton, Illinois| 2011 - 2022

-Hired as a Sales Rep June 2011

-Promoted to District Manager in 2012 responsible to train new agents, manage those

agents, and continuing to sell at a high level. Worked with my managers to maintain high production levels, as well as a close knit team based atmosphere.

--Maintained a top 40 out of 800 sales level in the nation every year while earning

- A Step up Ring award

- A step up Diamond Upgrade winner

- Diamond Milestone Award winner

- 8 time Top Producers year end trip winner

- 6 time \$200,000 plus producer award

- Rolex Milestone Award winner for \$2 million team production

-Promoted to Regional Manager 2018

-Continuing to Sell at a top 50 personal Producer level, while responsible for managing and growing several sales teams throughout Illinois and Indiana.

Owner

OakMark Capital |Peoria, IL| 2009-Present

-Owned, managed, and flipped properties.

Sales Representative

American TV & Appliance of Madison, Inc. | Peoria, Illinois | 2005 - June 2011

-I started as a seasonal sales rep. and was one of two the company kept on full-time after the holiday season.

-I was able to rise to fourteenth ranked in department sales for the company that first year, while learning the art of selling. Worked closely with the management staff to learn what the company objectives were for growing the business, and customer satisfaction

-Promoted to the Home Theater department and moved into the top twenty in the company for home theater sales reps in that first year. I maintained my status as a top performer in the company with hard work, and dedication.

Construction Laborer

Community Concrete Jackers | 2004 -2005 |

Construction - Residential & Commercial/Office

I would lay concrete driveways', patios', and become a skilled concrete finisher. We would also raise settled concrete. This was a very HARD job but taught me a great hard work ethic!!

EDUCATION

Associate degree, Business administration,

September 2003 - December 2005

Illinois Central College | East Peoria, Illinois

ADDITIONAL HONORS & AWARDS

-National Dean's List 2004

-President of the HOI Big Brothers Big Sisters Leadership Council 2018-2020

-Currently serve on the HOI BBBS Board

-Currently serve on the Riverfront Association Executive Board

Chairman David Zimmerman
Kim D. Joesting, Dist. 1
Nancy Proehl, Dist. 1
Mark Goddard, Dist. 1
Kaden Nelms, Dist. 1
Nick Graff, Dist. 2
Greg Menold, Dist. 2
Greg Sinn, Dist. 2
Sierra Smith, Dist. 3
Dave Mingus, Dist. 3
Tammy Rich-Stimson, Dist. 3



John C. Ackerman
County Clerk

Vice Chairman, Michael Harris, Dist. 3
Jay Hall, Dist. 1
Michael Deppert, Dist. 1
Sam Goddard, Dist. 1
Vivian Hagamann, Dist. 2
Maxwell Schneider, Dist. 2
Roy Paget, Dist. 2
Randi Krehbiel, Dist. 2
Russ Crawford, Dist. 3
William (Bill) Atkins, Dist. 3
Greg Longfellow, Dist. 3

**TAZEWELL COUNTY BOARD
MEETING MINUTES
WEDNESDAY JANUARY 31, 2024
6:00 PM**

**James Carius Community Room, Tazewell Law & Justice Center,
101 S. Capitol Street, Pekin, Illinois 61554**

ROLL CALL BY COUNTY CLERK

Attendance was taken by Roll Call and the following members of the board were present: Chairman Zimmerman, Members Deppert, Graff, Hall, Harris, Joesting, Krehbiel, Longfellow, Menold, Nelms, Paget, Rich-Stimson, Schneider, Sinn, Smith - 15. Absent: Members Atkins, Crawford, Mark Goddard, Sam Goddard, Hagaman, Mingus, Proehl – 7.

INVOCATION AND PLEDGE OF ALLEGIANCE

Chairman Zimmerman led the invocation followed by the Pledge of Allegiance.

COMMUNICATION FROM MEMBERS OF THE PUBLIC AND/OR COUNTY EMPLOYEES

Tim Baer, a concerned citizen, spoke on Ameren proposing new power lines installed in the middle of Tazewell County farmland.

Matt Walsh, a Representative from Nexamp Solar, spoke on their proposed request for an extension of a special use permit.

COMMUNICATIONS FROM ELECTED & APPOINTED COUNTY OFFICIALS

Tazewell County Clerk John C. Ackerman notified the board that his office received two awards from Fidar Technologies recently. They recognized his office for increased enrollment of property fraud alert customers and the county tour initiative started by Clerk Ackerman.

TAZEWELL COUNTY BOARD MINUTES JANUARY 31, 2024

Chairman Zimmerman recognized three board members with service awards for their time serving Tazewell County. Member Longfellow recognized for 5 years, Member Harris for 25 years and Member Sinn for 35 years.

PRESENTATION

Jamie Durdel, President & CEO, Tazewell County Resource Center presented an overview of services provided by TCRC within Tazewell County. He stated TCRC was the largest non-profit in Tazewell County, employing 210 employees with eleven different sites around Tazewell County. He provided a handout to the board members prior to the meeting.

APPROVE THE MINUTES OF THE NOVEMBER 15, 2023, COUNTY BOARD PROCEEDINGS AND THE DECEMBER 21, 2023, COUNTY BOARD MEETING

Member Nelms moved to approve the minutes of the Board Meeting held on November 15, 2023 and December 21, 2023 as printed; seconded by Member Schneider. Motion to approve the minutes as printed were approved by voice vote of 14 Yeas; 0 Nays.

CONSENT AGENDA

- 1. Health Services: Approve agreement with City of Washington for Animal Control Services, RESOLUTION HS-24-01.**
- 2. Health Services: Approve agreement with City of Delevan for Animal Control Services, RESOLUTION HS-24-02.**
- 3. Health Services: Approve agreement with Village of South Pekin for Animal Control Services, RESOLUTION HS-24-03.**
- 4. Health Services: Approve agreement with Village of Mackinaw for Animal Control Services, RESOLUTION HS-24-04.**
- 5. Health Services: Approve agreement with City of East Peoria for Animal Control Services, RESOLUTION HS-24-05.**
- 6. Health Services: Approve agreement with City of Pekin for Animal Control Services, RESOLUTION HS-24-06.**
- 7. Land Use: Approve Case No. 22-37-S-Nexamp Solar – Class A – SU-Sand Prairie Twp., RESOLUTION LU-24-01.**

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8. **Transportation: Approve Resolution for Tandem Axle Dump Body, RESOLUTION T-24-01.**
9. **Transportation: Approve Resolution for 21-00000-06-MG-SHOP-BLR 09110, RESOLUTION T-24-02.**
10. **Transportation: Approve Resolution for 23-08126-00-BR-Country Club Drive – BLR 05530, RESOLUTION T-24-03.**
11. **Property: Approve amendment to Lease Agreement with Proctor Health Systems to Amend Commencement Date, RESOLUTION P-24-01.**
12. **Finance: Approve the proposal from Zobrio for Abila MIP and Zobrio Cash Management renewal, RESOLUTION F-24-01.**
13. **Finance: Approve replacement purchase of a squad car funded by Risk Management, RESOLUTION F-24-02.**
14. **Finance: Approve budget transfers for Health Department for FY23, RESOLUTION F-24-03.**
15. **Finance: Approve FY24 budget transfer for National Opioid Settlement Fund, RESOLUTION F-24-04.**
16. **Finance: Approve County Recorder fees, RESOLUTION F-23-41-2.**
17. **Human Resources: Approve the salary for the Chief Public Defender, RESOLUTION HR-24-01.**
18. **Human Resources: Approve the salary for the Sheriff, RESOLUTION HR-24-02.**
19. **Human Resources: Approve health plan changes and additions, RESOLUTION HR-24-04.**
20. **Human Resources: Approve creation of position of Substance Use Disorder Counselor, RESOLUTION HR-24-05.**
21. **Human Resources: Approve Service Award Certificates for FY23, RESOLUTION HR-24-06.**

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22. Risk Management: Approve First Amendment to Broker Services Agreement with Envision Insurance Group, RESOLUTION RM-24-01.
23. Executive: Approve County Delinquent Tax Sale Resolution E-24-07.
24. Executive: Approve the updated Tri-County Multi-Jurisdictional Natural Hazards Mitigation Plan, RESOLUTION E-24-08.
25. Executive: Approve Construction Change Order for CDBG RLF Closeout Grant 18-248591 from Bishop Bros., RESOLUTION E-24-09.
26. Executive: Approve per diems for Member Russ Crawford, RESOLUTION E-24-10.
27. Executive: Approve emergency declaration for cyber insurance and insurance premiums, RESOLUTION E-24-12.
28. Executive: Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout – Buildings, Grant #18-248591 per contractual agreement with Bishop Bros., RESOLUTION E-24-13.
29. Executive: Approve agreement with Greater Peoria Economic Development Council, RESOLUTION E-24-14.
30. Executive: Approve Intergovernmental Agreement with the Village of Morton to share updated digital orthophotography, RESOLUTION E-24-18.
31. Executive: Approve the sixteenth invoice from Kenyon & Associates for Community Development Block Grant Revolving Loan Closeout – Buildings, Grant # 18-248591, RESOLUTION E-24-19.
32. Executive: Approve Catmint Solar, LLC'S Decommissioning Plan, RESOLUTION E-24-20.
33. Executive: Approve 1st quarter 2024 payment to the Greater Peoria Economic Development Council, RESOLUTION E-24-21.

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- 34. Executive: Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout – Accessibility Improvements, Grant # 18-248592 per contractual agreement with Knapp Concrete Contractors, Inc., RESOLUTION E-24-22.**
- 35. Executive: Approve invoice from Greater Peoria Economic Development Council for CDBG RLF Closeout – Sidewalks, RESOLUTION E-24-25.**
- 36. Executive: Approve invoice from Greater Peoria Economic Development Council for CDBG RLF Closeout – Buildings, RESOLUTION E-24-26.**
- 37. Executive: Approve support of Village of Tremont TIF Extension, RESOLUTION E-24-27.**
- 38. Executive: Approve acceptance of resignation of District 2 County Board Member, RESOLUTION E-24-28.**
- 39. Executive: Approve emergency declaration for statement of work from CFC Response, Inc., for cyber incident, RESOLUTION E-24-30.**

Member Longfellow moved to approve the Consent Agenda items as outlined in the Agenda packet; seconded by Member Graff. The Consent Agenda was approved by voice vote of 14 Yeas; 0 Nays.

The following items were removed from the Consent Agenda for further discussion.

Item 7 Land Use: Member Sinn motioned to approve Case No. 22-37-S-Nexamp Solar; seconded by Member Menold. Motion passed by voice vote of 13 Yeas; 1 Nay – Harris.

Item 8 Transportation: Member Hall motioned to approve Resolution for Tandem Axle Dump Body; seconded by Member Menold. Motion passed by voice vote of 13 Yeas; 1 Nay – Sinn.

Item 9 Transportation: Member Menold motioned to approve Resolution for 21-00000-06-MG-Shop-BLR 09110; seconded by Member Longfellow. Motion passed by voice vote of 14 Yeas; 0 Nays.

Item 10 Transportation: Member Menold motioned to approve Resolution for 23-08126-00-BR-Country Club Drive – BLR 05530; seconded by Member Longfellow. Motion passed by voice vote of 14 Yeas; 0 Nays.

Item 11 Property: Member Rich-Stimson motioned to approve amendment to Lease Agreement with Proctor Health Systems to amend commencement date; seconded by

TAZEWELL COUNTY BOARD MINUTES JANUARY 31, 2024

Member Schneider. Motion passed by roll call vote of 8 Yeas; 6 Nays – Deppert, Harris, Joesting, Nelms, Paget, Schneider.

Item 16 Finance: Member Graff motioned to approve County Recorder Fees; seconded by Member Nelms. Motion passed by voice vote of 12 Yeas; 2 Nays – Harris, Schneider.

Item 20 Human Resources: Member Rich-Stimson motioned to amend the salary grade from a 14 to a 15 for the position of Substance Use Disorder Counselor; seconded by Member Joesting. Motion as amended passed by voice vote of 13 Yeas; 1 Nay – Harris.

Item 22 Risk Management: Discussion took place regarding the service agreement with Envision Insurance Group. Member Harris motioned to amend Broker Services Agreement with Envision Insurance Group, which removed an extension for coverage for a third year term 2025/2026; seconded by Member Rich Stimson. Motion passed by roll call vote of 9 Yeas; 5 Nays – Graff, Longfellow, Menold, Paget, Sinn.

Item 26 Executive: Member Graff motioned to table this item until Member Crawford could be in attendance; second by Member Hall. Motion to table the approval of per diems for Member Russ Crawford passed by voice vote of 12 Yeas; 2 Nays – Harris, Menold.

Item 32 Executive: Member Longfellow motioned to approve Catmint Solar LLC's Decommissioning Plan; seconded by Member Nelms. Motion passed by voice vote of 12 Yeas; 2 Nays – Harris, Paget.

APPOINTMENTS/REAPPOINTMENTS

E-24-01: Member Rich-Stimson moved to appoint Nicole Jones as the Supervisor of Assessments; seconded by Member Sinn. Resolution E-24-01 was approved by voice vote of 14 Yeas; 0 Nays.

E-24-02: Member Rich-Stimson moved to reappoint Steve Leitch to the Emergency Telephone Systems Board; seconded by Member Sinn. Resolution E-24-02 was approved by voice vote of 14 Yeas; 0 Nays.

E-24-03: Member Rich-Stimson moved to reappoint Michael Kemp to the Emergency Telephone Systems Board; seconded by Member Sinn. Resolution E-24-03 was approved by voice vote of 14 Yeas; 0 Nays.

E-24-04: Member Rich-Stimson moved to reappoint John Dossey to the Emergency Telephone Systems Board; seconded by Member Sinn. Resolution E-24-04 was approved by voice vote of 14 Yeas; 0 Nays.

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E-24-05: Member Rich-Stimson moved to reappoint Kim Joesting to the Veterans Assistance Commission; seconded by Member Sinn. Resolution E-24-05 was approved by voice vote of 13 Yeas; 0 Nays; 1 Abstention – Joesting.

E-24-06: Member Rich-Stimson moved to reappoint Frank Sciortino to the Pekin Main Street Commission; seconded by Member Sinn. Resolution E-24-06 was approved by voice vote of 14 Yeas; 0 Nays.

E-24-11: Member Rich-Stimson moved to appoint Jay Hall to the Tazewell County Board of Health; seconded by Member Sinn. E-24-11 was approved by voice vote of 13 Yeas; 0 Nays; 1 Abstention – Hall.

E-24-15: Member Rich-Stimson moved to reappoint Dr. Craig Koch to the Tremont Rescue Squad Board; seconded by Member Sinn. Resolution E-24-15 was approved by voice vote of 14 Yeas; 0 Nays.

E-24-16: Member Rich-Stimson moved to appoint Jeff Leber to the Tremont Rescue Squad Board; seconded by Member Sinn. Resolution E-24-16 was approved by voice vote of 14 Yeas; 0 Nays.

E-24-17: Member Rich-Stimson moved to reappoint Rich Kriegsman to the Heart of Illinois Regional Port District; seconded by Member Sinn. Resolution E-24-17 was approved by voice vote of 14 Yeas; 0 Nays.

E-24-23: Member Rich-Stimson moved to reappoint Russ Crawford to the Tri-County Regional Planning Commission Board; seconded by Member Sinn. Resolution E-24-23 was approved by voice vote of 14 Yeas; 0 Nays.

E-24-24: Member Rich-Stimson moved to reappoint Greg Menold to the Tri-County Regional Planning Commission Board; seconded by Member Sinn. Resolution E-24-24 was approved by voice vote of 13 Yeas; 0 Nays; 1 Abstention – Menold.

E-24-29: Member Rich-Stimson moved to appoint Abbigail Hobbs to Emergency Telephone Systems Board; seconded by Member Sinn. Resolution E-24-29 was approved by voice vote of 14 Yeas; 0 Nays.

UNFINISHED BUSINESS

It was determined the board had no unfinished business at this time.

NEW BUSINESS

It was determined the board had no new business at this time.

TAZEWELL COUNTY BOARD MINUTES JANUARY 31, 2024

REVIEW OF APPROVED BILLS

Board Members reviewed the approved bills as presented.

APPROVE THE FEBRUARY 2024 CALENDAR

Member Hall moved to approve the February 2024 calendar; seconded by Member Joesting. Motion to approve the February 2024 calendar was approved by voice vote of 14 Yeas; 0 Nays.

ADJOURNMENT

There being no further business before the Board, Chairman Zimmerman announced the meeting adjourned. The Tazewell County Board Meeting adjourned at 6:49 PM. The next scheduled County Board meeting will be February 28, 2024.

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board and the Illinois Department of Transportation, accepted the following low bid:

Cincinnati Road District, Section 24-02000-01-GM (Finish Seal Coat Aggregate (Steel Slag CM-16) to a Stockpile Location): To Porter Brothers Construction, Inc., in the amount of \$101,965.65, to be paid from Township Motor Fuel Tax Funds, Line Item 213-400-5580.

THEREFORE BE IT RESOLVED that the County Board award the contract as listed herein and authorizes the County Engineer to execute the necessary documents, subject to approval of the appropriated Motor Fuel Tax funds by the Illinois Department of Transportation, as recommended by the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Illinois Department of Transportation, Chairman of the Transportation Committee, and County Engineer of this action.

ADOPTED this 28th day of February, 2024

ATTEST:

County Clerk

County Board Chairman

**STATE OF ILLINOIS
TABULATION OF BIDS**

Tazewell County Cincinnati R.D. Sec. 24-02000-01-GM					DATE: February 20, 2024		Porter Brothers Construction, Inc.				
APPROVED ESTIMATE:					\$ 96,300.00	BID: \$ 101,965.65		BID: \$ -	BID: \$ -		
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SEAL COAT AGG (Steel Slag CM-16) Furnish and Stockpile	TON	1605	\$ 60.00	\$ 96,300.00	\$ 63.53	\$ 101,965.65		\$ -		\$ -

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board and the County Engineer, accepted the following low bid:

Hittle Road District, Section 22-09123-00-BR (Center Rd. Pile Repair to Str. 090-3141): To Stark Excavating, Inc. in the amount of \$142,525.00, to be paid from County Bridge Funds, Line Item 214-400-5581, and Local Township Funds.

THEREFORE BE IT RESOLVED that the County Board award the contract as recommended by the Transportation Committee;

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action.

ADOPTED this 28th day of February, 2024

ATTEST:

County Clerk

County Board Chairman

**STATE OF ILLINOIS
TABULATION OF BIDS**

Tazewell County		DATE: February 20, 2024		Stark Excavating, Inc.		N.E. Finch Co.			
Hittle R.D.									
Sec. 22-09123-00-BR		APPROVED ESTIMATE: \$ 211,500.00		BID: \$ 142,525.00		BID: \$ 186,200.00		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	TIMBER PILE REPAIR	EACH	14	\$ 9,500.00	\$ 133,000.00	\$ 5,525.00	\$ 77,350.00	\$ 7,000.00	\$ 98,000.00
2	STONE RIPRAP CL A4	TON	700	\$ 105.00	\$ 73,500.00	\$ 89.75	\$ 62,825.00	\$ 105.00	\$ 73,500.00
3	TRAF CONT & PROT SPL	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,350.00	\$ 2,350.00	\$ 14,700.00	\$ 14,700.00

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, embankment stability has become a chronic issue along the north side of Toboggan Avenue just east of the Brownwood Road intersection necessitating an agreement for engineering services; and

WHEREAS, resolution T-23-02 was approved by the County Board on the 25th day of January, 2023 approving a LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT (BLR 05530); and

WHEREAS, the scope to said approved agreement has been expanded to include a second slide area; and

WHEREAS, proposed improvement remains necessary under Section 22-00026-00-DR necessitating an supplement agreement for engineering services; and

WHEREAS, an attached SUPPLEMENT NUMBER 1 - LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT (BLR 05530) has been developed between Tazewell County and Maurer-Stutz, Inc. for Phase II Design Engineering services; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed the attached agreement between Tazewell County and Maurer-Stutz, Inc.; and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said SUPPLEMENT NUMBER 1 - LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT and authorize the County Board Chairman to sign said agreement;

THEREFORE BE IT RESOLVED, that the County Board approve this recommendation, and that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action as well as *submit four (4) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.*

ADOPTED this 28th day of February, 2024

ATTEST:

County Clerk

County Board Chairman

REMARKS: Enclosed is the Supplemental LPA Engineering Services Agreement for providing Phase II preliminary engineering for the embankment stability on Toboggan Ave (CH 14). If acceptable, please execute and forward to IDOT for approval.

To help explain this Supplement to the Board, I have added this explanation for the additional work:

Pick up survey identified an additional slide area. After discussions with your office, the additional slide area was added to the scope. Since the second area involves the stream, an Environmental Survey Request (ESR) screening and ESR will be required.

Originally, the intent was to do grading and shaping ditches since there were not any manhours for cross sections in the original agreement. It was determined that cut ditches would be beneficial instead of just grading and shaping ditches and after correspondence with the Soil Nail Wall designer, they indicated that they do not determine the amount of earthwork and that it is completed by the general contractor. Hence, slope repairs with cut and fills will be required for soil nail wall installation. The requirement of ditches and required cuts and fills for the soil nail walls determined that cross sections would be needed. The addition of cross sections required the addition of 3D Corridor Development.

After the ditch design was started, the County asked for the addition of 4" underdrains at 2' deep. After the template was developed, the County asked to increase the underdrain size to 6" at 3' deep. This is the reason for the template changes.

Since the second slide area will get into the stream and trees along the stream, a pickup survey to identify trees to be removed will be required.

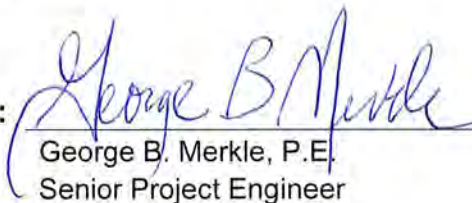
The original agreement did not include manhours for correspondence with the County or the Soil Nail Wall designer. After numerous correspondences with both the County and Soil Nail Wall designer, we think this time is justified and needed since it wasn't covered under any other line items in the original agreement.

To coordinate this additional work in the contract, 2 additional hours of Administration and Management Time was added.

If you have any questions or comments, please don't hesitate to contact me at (309) 693-7615.

Thank-you.

FROM:


George B. Merkle, P.E.
Senior Project Engineer

File



Using Federal Funds? Yes No Agreement For Agreement Type Number

LOCAL PUBLIC AGENCY

Local Public Agency County Section Number Job Number

Project Number Contact Name Phone Number Email

SECTION PROVISIONS

Local Street/Road Name Key Route Length Structure Number

Location Termini

Project Description

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Contact Name Phone Number Email

Address City State Zip Code

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Location Map
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Maurer-Stutz, Inc.	27-1013849	\$19,787.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$19,787.00
Total for all work		\$19,787.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

Title

By (Signature & Date)

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell	Maurer-Stutz, Inc.	Tazewell	22-00026-00-DR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Complete Pick-up Survey
Complete Environmental Documents
3D Corridor Development
Develop Cross Sections
Correspondence
Administration & Management

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell	Maurer-Stutz, Inc.	Tazewell	22-00026-00-DR

**EXHIBIT B
PROJECT SCHEDULE**

<p>Complete PS&E - December 31, 2024 Anticipated Letting - March 1, 2025 Project Completion - September 15, 2025</p>
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell	Maurer-Stutz, Inc.	Tazewell	22-00026-00-DR

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Local Public Agency Tazewell County Highway Department	County Tazewell	Section Number 220002600DR
Prime Consultant (Firm) Name Maurer-Stutz, Inc	Prepared By George B. Merkle	Date 2/6/2024
Consultant / Subconsultant Name Maurer-Stutz, Inc.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS			OVERHEAD RATE	152.04%
START DATE	3/1/2024				COMPLEXITY FACTOR	0
RAISE DATE	7/1/2024				% OF RAISE	2.00%
END DATE	2/28/2025					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	%	of Contract
0	3/1/2024	7/1/2024	4	33.33%	
1	7/2/2024	3/1/2025	8	68.00%	

Local Public Agency	County	Section Number
Tazewell County Highway Department	Tazewell	220002600DR
Consultant / Subconsultant Name		Job Number
Maurer-Stutz, Inc.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.33%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
PE IX	\$71.50	\$72.45
PE VIII	\$68.25	\$69.16
PE VII	\$60.50	\$61.31
PE VI	\$55.58	\$56.32
PE V	\$44.83	\$45.43
PE IV	\$40.50	\$41.04
SE VI	\$58.00	\$58.77
PLS VII	\$51.00	\$51.68
PLS V	\$41.50	\$42.05
ENGR V	\$37.50	\$38.00
ENGR III	\$34.00	\$34.45
ENGR II	\$33.04	\$33.48
SC/DES TECH VII	\$44.75	\$45.35
SC/DES TECH VI	\$38.00	\$38.51
SC/DES TECH V	\$34.50	\$34.96
SC/DES TECH II	\$25.75	\$26.09
TECH V	\$34.25	\$34.71
TECH III	\$24.50	\$24.83
TECH I	\$20.00	\$20.27
GIS Specialist II	\$29.00	\$29.39
Clerical	\$28.33	\$28.71

Local Public Agency
 Tazewell County Highway Department
Consultant / Subconsultant Name
 Maurer-Stutz, Inc.

County
 Tazewell

Section Number
 220002600DR
Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	1	\$65.00	\$65.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost	92	\$12.75	\$1,173.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,238.00

Local Public Agency

Tazewell County Highway Department

County

Tazewell

Section Number

220002600DR

Consultant / Subconsultant Name

Maurer-Stutz, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Pick-up Survey			Environmental Documents			3D Corridor Development			Develop Cross Sections			Correspondence		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
PE IX	72.45	0.0																	
PE VIII	69.16	0.0																	
PE VII	61.31	1.0	0.56%	0.35				1	3.03%	1.86									
PE VI	56.32	22.0	12.43%	7.00				4	12.12%	6.83						16	53.33%	30.04	
PE V	45.43	0.0																	
PE IV	41.04	0.0																	
SE VI	58.77	0.0																	
PLS VII	51.68	0.0																	
PLS V	42.05	0.0																	
ENGR V	38.00	0.0																	
ENGR III	34.45	0.0																	
ENGR II	33.48	116.0	65.54%	21.94				6	18.18%	6.09	36	100.00%	33.48	60	100.00%	33.48	14	46.67%	15.62
SC/DES TECH VII	45.35	0.0																	
SC/DES TECH VI	38.51	22.0	12.43%	4.79				22	66.67%	25.67									
SC/DES TECH V	34.96	0.0																	
SC/DES TECH II	26.09	0.0																	
TECH V	34.71	8.0	4.52%	1.57	8	50.00%	17.35												
TECH III	24.83	8.0	4.52%	1.12	8	50.00%	12.41												
TECH I	20.27	0.0																	
GIS Specialist II	29.39	0.0																	
Clerical	28.71	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		177.0	100%	\$36.77	16.0	100.00%	\$29.77	33.0	100%	\$40.44	36.0	100%	\$33.48	60.0	100%	\$33.48	30.0	100%	\$45.66

Local Public Agency

Tazewell County Highway Department

County

Tazewell

Section Number

220002600DR

Consultant / Subconsultant Name

Maurer-Stutz, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

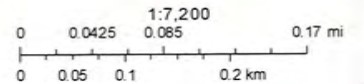
PAYROLL CLASSIFICATION	AVG HOURLY RATES	Administration & Management																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
PE IX	72.45																		
PE VIII	69.16																		
PE VII	61.31																		
PE VI	56.32	2	100.00%	56.32															
PE V	45.43																		
PE IV	41.04																		
SE VI	58.77																		
PLS VII	51.68																		
PLS V	42.05																		
ENGR V	38.00																		
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TECH III	24.83																		
TECH I	20.27																		
GIS Specialist II	29.39																		
Clerical	28.71																		
TOTALS		2.0	100%	\$56.32	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Tazewell County GIS



- I-155 — IL 29 — US 24
- I-474 — IL 98 — Streets
- I-74 — US 150

Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for a title search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein or any loss resulting therefrom. Users of Tazewell County GIS site assume all risk and liability when accessing any third-party site linked to this site. All data is subject to change.





Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

[X] Yes [] No

Table with Resolution Type (Amended), Resolution Number (T-24-07), and Section Number (22-00026-00-DR)

BE IT RESOLVED, by the Board of the County of Tazewell County, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements: Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Toboggan Ave, 0.25, FAS 462/CH 14, TR 186 (Brownwood Rd), 0.25 Mi East

For Structures: Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of The engineering design for Embankment Stability.

2. That there is hereby appropriated the sum of Fifty Five Thousand and 00/100 Dollars (\$55,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, John C. Ackerman, County Clerk in and for said County of Tazewell County

of Tazewell County in the State aforesaid, 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

Board of Tazewell County at a meeting held on February 28, 2024

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ___ day of ___ Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and County Engineer of this action as well as submit three (3) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED THIS 28th DAY OF FEBRUARY, 2024

ATTEST:

TAZEWELL COUNTY CLERK

TAZEWELL COUNTY BOARD CHAIRMAN

**TAZEWELL COUNTY LAND USE COMMITTEE
SUMMARY OF COMMITTEE AGENDA
FEBRUARY 13, 2024 Meeting
TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON
FEBRUARY 28, 2024**

**LU-24-02
Resolution**

Resolution in support of FY25 budgeting to TCRPC to update the Comprehensive Land Use Plan.

Land Use recommended approval. **Nays:** 1 - Goddard

**COMMITTEE REPORT
LU-24-02**

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

RESOLUTION

WHEREAS, Planning is necessary to improve citizens' quality of life, provide beneficial services and foster conditions conducive to economic growth; and

WHEREAS, when an activity being addressed by local government is as complex as land development, a well thought out plan that provides useful direction and an achievable set of actions is needed; and

WHEREAS, a Comprehensive Land Use Plan is a guidance document that recommends policies to address issues such as land use, transportation and economic development; and

WHEREAS, the Tazewell County Comprehensive Plan was last updated in 2011; and

WHEREAS, there is desire to update the current Comprehensive Plan due to the ever changing environment; and

WHEREAS, Tazewell County wishes to consult with Tri County Regional Planning to assist with the necessary updates; and

WHEREAS, the consultation cost in developing the updated Comprehensive Plan is \$200,000; and

WHEREAS, Tri County Regional Planning will apply for funding to support the consultation fee at 80/20; and

WHEREAS, the financial consulting cost to the County will be \$40,000.00; and

WHEREAS, the Tazewell County Land Use Committee supports the desire to update the current Comprehensive Plan and associated cost in FY25; and

NOW THEREFORE BE IT FUTURE RESOLVED, that the County Clerk shall notify the Community Development Administrator of this action.

Adopted this _____ day of _____, 2024.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to reject the single bid for the epoxy floor installation at the Tazewell County Justice Center; and

WHEREAS, the sole proposal received was for \$212,898, which exceeded the budgeted amount; and

WHEREAS, the County Administrator recommends rejecting the submitted bid and authorizing the reissuance of the bid document.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Facilities Director, Finance, and the Auditor of this action.

PASSED THIS 28th DAY OF February, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County
 Project #2024-P-03
 Epoxy Floor Installation -
 Tazewell County Justice
 Center

Bidder:	Tiles in Style		
Date/Time Received:	2/8/24 @ 9:20 a.m.		
Base Bid	212,898.00		
Additional costs	-		
Expected start date:	5/5/2024		
Expected completion date:	24-28 days to complete		
	1 year warranty		

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, bid proposals were received for construction manager services for constructing a new justice center annex and possible renovations to additional facilities to accommodate moving offices; and

WHEREAS, the construction manager at risk delivery method will be used, where the construction manager will set a guaranteed maximum price for the construction work with built-in contingency funds; and

WHEREAS, a generalized estimate for the total cost of the facility, including construction management, design, furniture, fixtures, and equipment is set at \$28-\$32 Million; and

WHEREAS, the construction manager will team with the County and architect from the onset of the project to conduct pre-construction tasks, including, but not limited to:

- Coordinating the pre-construction effort to ensure the project budget and scheduled goals are clearly defined and subsequently met
- Prepare cost estimates throughout the process
- Provide input on schematic floor plans of site plan and existing facilities
- Provide input on systems and constructability, and engage in value engineering efforts
- Assist with bidding process for the subcontractor bid packages, and

WHEREAS, design proposals will be brought to the County Board at set milestones; and

WHEREAS, during the construction and closeout phase, the construction manager shall perform the functions necessary to provide construction oversight and coordination as the County's representative; and

WHEREAS, six proposals were received, as provided on the attached bid report, with costs listed as a pre-construction phase fee, construction manager's fee as a percentage of the cost of work during the construction phase, and several additional fee percentage caps; and

WHEREAS, a review group, consisting of the Property Chairman, Finance Chairman, State's Attorney, Auditor, County Administrator, and Facilities Director, reviewed the proposals and participated in presentations by selected vendors; and

WHEREAS, the review group recommends the proposal submitted by P. J. Hoerr, Inc.

THEREFORE BE IT RESOLVED that the County Board approves this recommendation and authorizes the County Board Chairman to execute the applicable American Institute of Architects agreements.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Facilities Director, and the Auditor of this action.

PASSED THIS 28th DAY OF February, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County

Project #2024-P-01

RFP - Construction Mgmt at Risk Services - Justice Center Annex

Proposals Received From

CORE Construction Services of Illinois, Inc.

Harbour Contractors, Inc.

O'Shea Builders

P. J. Hoerr, Inc.

River City Construction, LLC

Wight & Company

Tazewell County

Project #2024-P-01

RFP - Construction Mgmt at Risk
Services - Justice Center Annex

Bidder:	CORE Construction	River City Construction	O'Shea Builders
Date/Time Received:	1/31/24 1:29 p.m.	1/31/24 1:52 p.m.	1/31/24 10:10 a.m.
Bid Form Completed			
Preconstruction Phase Fee	38,500	60,000	110,000
Construction Manager's Fee %	2.75%	2.75%	2.50%
Proposal Documents Received	yes	yes	yes

Tazewell County

Project #2024-P-01

RFP - Construction Mgmt at Risk
Services - Justice Center Annex

Bidder:	Wight & Co.	Harbour	P.J. Hoerr
Date/Time Received:	1/31/24 1:03 p.m.	1/31/24 12:47 p.m.	1/31/24 1:49 p.m.
Bid Form Completed			
Preconstruction Phase Fee	85,000	236,610	47,500
Construction Manager's Fee %	3.00%	2.85%	2.75%
Proposal Documents Received	yes	yes	yes

 **AIA[®] Document A133[®] – 2019*****Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price***

AGREEMENT made as of the sixteenth day of February in the year two thousand twenty-four

BETWEEN the Owner:

County of Tazewell
11 South Fourth Street, Suite 432
Pekin, IL 61554

and the Construction Manager:

P. J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604
Phone: 309-688-9567

for the following Project:

New Justice Center Annex
17 South Capitol Street
Pekin, IL 61554

Possible additional scope at three locations:

Tazewell County Courthouse Renovations
342 Court Street
Pekin, IL 61554

McKenzie Building Renovations
11 South Fourth Street
Pekin, IL 61554

Tazewell County Justice Center Renovations
101 South Capitol Street
Pekin, IL 61554

The Architect:

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
Phone: 847-241-6100

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**
- EXHIBIT B INSURANCE AND BONDS**

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Paragraph deleted)

Owner's program is as stated in Section 1.3 of the Project Specifications in the Construction Manager at Risk Services – Justice Center Annex, Project # 2024-P-01 Request for Proposal issued by County of Tazewell Office of the County Financed Director

§ 1.1.2 The Project's physical characteristics:
(Paragraph deleted)
Unknown at the time of execution.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Paragraph deleted)

As stated in the Construction Manager at Risk Services – Justice Center Annex, Project # 2024-P-01 Request for Proposal, the generalized estimate for the total cost of the new facility, including construction management, design, furniture, and equipment is \$28-\$32 million.

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

Init.

.1 Design phase milestone dates, if any:

Unknown at the time of execution.

.2 Construction commencement date:

Unknown at the time of execution.

.3 Substantial Completion date or dates:

Unknown at the time of execution.

.4 Other milestone dates:

It is the intention of the Owner to have the Guaranteed Maximum Price developed no later than November 5, 2024.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

Unknown at the time of execution.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Paragraph deleted)

To be reviewed and determined at a later date.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

Not applicable.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

Mike Deluhery
Tazewell County Administrator
11 South Fourth Street, Suite 432
Pekin, IL 61554
Phone: 309-478-5704
Email: mdeluhery@tazewell-il.gov

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

This will be the Architect as stated in 1.1.11.

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

.1 Geotechnical Engineer:

Unknown at time of execution.

Init.

- .2 Civil Engineer:
 - Subcontracted to the Architect.
- .3 Other, if any:
 - Unknown at time of execution.

§ 1.1.11 The Architect's representative:

Matt Bickel, Partner
Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
Phone: 847-241-6100
Email: mbickel@woldae.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

John Sutherland, Vice President / Project Executive
P. J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604
Phone: 309-688-9567
Email: john@pjhoerr.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

Construction Manager commits the following team for the duration of the Project, including both Pre-Construction and Construction:

Principal In Charge – Scott Rinkenberger
Project Executive – John Sutherland
Estimator/Pre-Construction – Greg Bachler
Senior Project Manager – Matt Brown
Project Superintendent – Jon Mummert
Project Engineer – Shelby Bernier

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(Paragraph deleted)

The Construction Manager shall develop a proposed subcontractor bidder list that complies with all State of Illinois and Tazewell County requirements. Additionally, subcontractor procurement shall be as noted in Articles 9.1, 9.1.1, and 9.2.

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

The information included in the document: Request for Proposals Issued by County of Tazewell Office of the County Financed Director Construction Manager at Risk Services – Justice Center Annex, Project # 2024-P-01

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

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

Init.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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

Init.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

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

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

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

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Paragraph deleted)

The Construction Manager will assist in the development of Project teams, which will include the Owner, Architect, Construction Manager, and other entities as required.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

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- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. This contingency is available to the Construction Manager to cover unanticipated costs that include (by way of example, and not as limitation): (a) cost differences between the estimated costs in the GMP and the actual, as bid costs; (b) labor overtime or material quick ship charges required to meet the schedule; (c) material cost escalations; or (d) additional post-bid costs to rectify scope of work gaps between the various trades. The contingency is not available to the Owner for any reason, including, but not limited to, changes in scope or any other item which would enable the Construction Manager to increase the GMP under the contract documents. Contingency usage to rectify design errors/omissions shall not exceed 10% of the contingency. Costs exceeding this limit shall be paid for by Change Order. The Construction Manager shall provide the Owner with advance notice of proposed uses of the contingency for their review and evaluation and the Construction Manager shall provide the Owner an on-going accounting of the contingency. At project completion, all unused contingency funds shall be deleted from the Contract amount by Change Order and credited fully to the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The Owner is exempt from all State and City sales tax and will provide required documentation.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The

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written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Paragraph deleted)

Lump Sum amount of forty-seven thousand five hundred and no cents (\$47,500.00)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

If required, to be reviewed and established at a later date.

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions,

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assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

1.0 % per month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(Paragraph deleted)

Percentage of the Cost of the Work: two point seven-five (2.75%)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Percentage of the Cost of the Work: two point seven-five (2.75%)

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

To be determined at a later date.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred point zero percent (100.0 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

Not applicable.

§ 6.1.7 Other:

Not applicable.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Paragraph deleted)

To be determined at the time of the GMP.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

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§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable. Owner is exempt from all State and City sales tax and will provide required documentation.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

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§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall

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be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not applicable.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the thirtieth (30th) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the thirtieth (30th) day of the second following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Ten percent point zero (10.0%)

§ 11.1.8.1.1 The following items are not subject to retainage:

All Pre-Construction and Consultant fees.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph deleted)

Upon fifty percent (50.0%) of the Scope of the Work has been satisfactorily completed by the Construction Manager and the Construction Manager is otherwise in compliance with its contractual obligations, the Owner will reduce retention to five percent (5.0%). The Owner will also reasonably consider reducing retainage for subcontractors completing their work early in the project.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Paragraph deleted)

All retainage shall be released, except a reasonable reserve to cover incomplete items. This reserve amount shall be mutually agreed upon by the Owner, Architect, and the Construction Manager.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner’s receipt of the Construction Manager’s final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors’ findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the

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Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Not applicable.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

1.0 % per month

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not applicable.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Paragraph deleted)

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Paragraph deleted)

A fee equal to the applicable percentage listed in Article 6.1.2 of the value of the Cost of the Work completed will be applied.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

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

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

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than five hundred thousand dollars (\$ 500,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(Paragraph deleted)

Coverage	Limits
Excess Umbrella Liability Each Occurrence	\$5,000,000.00
Excess Umbrella Liability Aggregate	\$5,000,000.00

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(Paragraph deleted)

To be reviewed and determined at a later date.

§ 14.5 Other provisions:

Init.

Not applicable.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

To be reviewed and determined at a later date.

.6 Other Exhibits:
(Check all boxes that apply.)

- AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

To be reviewed and determined at a later date.

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not applicable.			

.7 Other documents, if any, listed below:
(Paragraph deleted)

Request for Proposal Issued by County of Tazewell Office of the County Financed Director Construction Manager at Risk Services – Justice Center Annex, Project # 2024-P-01.

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

OWNER (Signature)

Mike Deluhery, County Administrator
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Scott Rinkenberger, Vice President
(Printed name and title)

Additions and Deletions Report for **AIA® Document A133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:54:40 ET on 02/15/2024.

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AGREEMENT made as of the ~~day of~~ in the year
(~~In words, indicate day, month, and year.~~) sixteenth day of February in the year two thousand twenty-four

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

County of Tazewell
11 South Fourth Street, Suite 432
Pekin, IL 61554

...

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

P. J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604
Phone: 309-688-9567

for the following Project:

New Justice Center Annex
17 South Capitol Street
Pekin, IL 61554

Possible additional scope at three locations:

Tazewell County Courthouse Renovations
342 Court Street
Pekin, IL 61554

McKenzie Building Renovations
11 South Fourth Street
(~~Name, location, and detailed description~~) Pekin, IL 61554

Tazewell County Justice Center Renovations
101 South Capitol Street
Pekin, IL 61554

...

(Name, legal status, address, and other information)Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
Phone: 847-241-6100

PAGE 2

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

Owner's program is as stated in Section 1.3 of the Project Specifications in the Construction Manager at Risk Services – Justice Center Annex, Project # 2024-P-01 Request for Proposal issued by County of Tazewell Office of the County Financed Director

...

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

Unknown at the time of execution.

...

(Provide total and, if known, a line item breakdown.)

As stated in the Construction Manager at Risk Services – Justice Center Annex, Project # 2024-P-01 Request for Proposal, the generalized estimate for the total cost of the new facility, including construction management, design, furniture, and equipment is \$28-\$32 million.

PAGE 3

Unknown at the time of execution.

...

Unknown at the time of execution.

...

Unknown at the time of execution.

...

It is the intention of the Owner to have the Guaranteed Maximum Price developed no later than November 5, 2024.

...

(Identify any requirements for fast track scheduling or phased construction.)

Unknown at the time of execution.

...

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To be reviewed and determined at a later date.

...

~~(Identify special characteristics or needs of the Project not provided elsewhere.)~~

Not applicable.

...

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

Mike Deluhery
Tazewell County Administrator
11 South Fourth Street, Suite 432
Pekin, IL 61554
Phone: 309-478-5704
Email: mdeluhery@tazewell-il.gov

...

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

This will be the Architect as stated in 1.1.11.

...

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

...

Unknown at time of execution.

PAGE 4

Subcontracted to the Architect.

.3 Other, if any:

~~(List any other consultants retained by the Owner, such as a Project or Program Manager.)~~

Unknown at time of execution.

...

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

Matt Bickel, Partner
Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
Phone: 847-241-6100
Email: mbickel@woldae.com

...

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

John Sutherland, Vice President / Project Executive
P. J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604
Phone: 309-688-9567

Email: john@pjhoerr.com

...

(List any Owner specific requirements to be included in the staffing plan.)

Construction Manager commits the following team for the duration of the Project, including both Pre-Construction and Construction:

Principal In Charge – Scott Rinkenberger

Project Executive – John Sutherland

Estimator/Pre-Construction – Greg Bachler

Senior Project Manager – Matt Brown

Project Superintendent – Jon Mummert

Project Engineer – Shelby Bernier

...

(List any Owner specific requirements for subcontractor procurement.)

The Construction Manager shall develop a proposed subcontractor bidder list that complies with all State of Illinois and Tazewell County requirements. Additionally, subcontractor procurement shall be as noted in Articles 9.1, 9.1.1, and 9.2.

...

The information included in the document: Request for Proposals Issued by County of Tazewell Office of the County Financed Director Construction Manager at Risk Services – Justice Center Annex, Project # 2024-P-01

PAGE 7

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

The Construction Manager will assist in the development of Project teams, which will include the Owner, Architect, Construction Manager, and other entities as required.

PAGE 8

§ 3.2.4 In preparing the Construction Manager’s Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager’s exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. This contingency is available to the Construction Manager to cover unanticipated costs that include (by way of example, and not as limitation): (a) cost differences between the estimated costs in the GMP and the actual, as bid costs; (b) labor overtime or material quick ship charges required to meet the schedule; (c) material cost escalations; or (d) additional post-bid costs to rectify scope of work gaps between the various trades. The contingency is not available to the Owner for any reason, including, but not limited to, changes in scope or any other item which would enable the Construction Manager to increase the GMP under the contract documents. Contingency usage to rectify design errors/omissions shall not exceed 10% of the contingency. Costs exceeding this limit shall be paid for by Change Order. The Construction Manager shall provide the Owner with advance notice of proposed uses of the contingency for their review and evaluation and the Construction Manager shall provide the Owner an on-going accounting of the contingency. At project completion, all unused contingency funds shall be deleted from the Contract amount by Change Order and credited fully to the Owner.

...

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the

time the Guaranteed Maximum Price Amendment is executed. The Owner is exempt from all State and City sales tax and will provide required documentation.

PAGE 10

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Lump Sum amount of forty-seven thousand five hundred and no cents (\$47,500.00)

...

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

If required, to be reviewed and established at a later date.

PAGE 11

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

—%—1.0 % per month

...

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Percentage of the Cost of the Work: two point seven-five (2.75%)

...

Percentage of the Cost of the Work: two point seven-five (2.75%)

...

To be determined at a later date.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred point zero percent (100.0 %) of the standard rental rate paid at the place of the Project.

...

(Insert terms and conditions for liquidated damages, if any.)

Not applicable.

...

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Not applicable.

PAGE 12

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

To be determined at the time of the GMP.

PAGE 13

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable. Owner is exempt from all State and City sales tax and will provide required documentation.

PAGE 16

Not applicable.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the thirtieth (30th) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the thirtieth (30th) day of the second following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

PAGE 17

~~(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)~~

~~Ten percent point zero (10.0%)~~

...

~~(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)~~

~~All Pre-Construction and Consultant fees.~~

...

~~(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)~~

Upon fifty percent (50.0%) of the Scope of the Work has been satisfactorily completed by the Construction Manager and the Construction Manager is otherwise in compliance with its contractual obligations, the Owner will reduce retention to five percent (5.0%). The Owner will also reasonably consider reducing retainage for subcontractors completing their work early in the project.

PAGE 18

~~(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)~~

All retainage shall be released, except a reasonable reserve to cover incomplete items. This reserve amount shall be mutually agreed upon by the Owner, Architect, and the Construction Manager.

PAGE 19

Not applicable.

...

~~(Insert rate of interest agreed upon, if any.)~~

~~—%~~ 1.0 % per month

...

Not applicable.

...

(Check the appropriate box.)

...

Litigation in a court of competent jurisdiction

PAGE 21

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

A fee equal to the applicable percentage listed in Article 6.1.2 of the value of the Cost of the Work completed will be applied.

PAGE 22

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

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

...

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

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than five hundred thousand dollars (\$ 500,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

...

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

...

<u>Excess Umbrella Liability Each Occurrence</u>	<u>\$5,000,000.00</u>
<u>Excess Umbrella Liability Aggregate</u>	<u>\$5,000,000.00</u>

...

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

To be reviewed and determined at a later date.

PAGE 23

Not applicable.

...

(Insert the date of the E203-2013 incorporated into this Agreement.)

To be reviewed and determined at a later date.

...

To be reviewed and determined at a later date.

...

Not applicable.

...

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Request for Proposal Issued by County of Tazewell Office of the County Financed Director
Construction Manager at Risk Services – Justice Center Annex, Project # 2024-P-01.

...

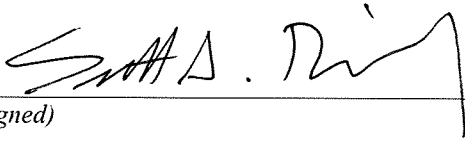
Mike Deluhery, County Administrator

Scott Rinkenberger, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:54:40 ET on 02/15/2024 under Order No. 2114500459 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Vice President

(Title)

2/15/24

(Dated)



AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the sixteenth day of February in the year two thousand twenty four

(Paragraph deleted)

for the following **PROJECT**:

New Justice Center Annex
17 South Capitol Street
Pekin, IL 61554

Possible additional scope at three locations:

Tazewell County Courthouse Renovations
342 Court Street
Pekin, IL 61554

McKenzie Building Renovations
11 South Fourth Street
Pekin, IL 61554

Tazewell County Justice Center Renovations
101 South Capitol Street
Pekin, IL 61554

THE OWNER:

County of Tazewell
11 South Fourth Street, Suite 432
Pekin, IL 61554

THE CONSTRUCTION MANAGER:

P. J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604
Phone: 309-688-9567

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

Init.

refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
---------------	-----------

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of

Init.

coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects,

engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

§ B.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

Not applicable.

Init.

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000.00) each occurrence, two million dollars (\$ 2,000,000.00) general aggregate, and two million dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

(Paragraph deleted)

Init.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five hundred thousand dollars (\$ 500,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

(Paragraphs deleted)

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Not applicable.

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

Insurance items noted in Articles B.3.3.2.1 through B.3.3.2.6 shall be reviewed and finalized at a later date after additional project details are finalized, including the location of the new building and the extent of existing building renovations.

- [] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.

Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- [] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim

and (S) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- [] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
-----------------	---------------

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Amount To Be Determined based on GMP
Performance Bond	Amount To Be Determined based on GMP

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Not applicable.

Additions and Deletions Report for **AIA® Document A133® – 2019 Exhibit B**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:57:55 ET on 02/15/2024.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the sixteenth day of February in the year two thousand twenty four
(In words, indicate day, month and year.)

for the following **PROJECT**:

New Justice Center Annex
17 South Capitol Street
Pekin, IL 61554

Possible additional scope at three locations:

Tazewell County Courthouse Renovations
342 Court Street
Pekin, IL 61554

McKenzie Building Renovations
11 South Fourth Street
Pekin, IL 61554
(Name and location or address)
Tazewell County Justice Center Renovations
101 South Capitol Street
Pekin, IL 61554

...

(Name, legal status, and address)
County of Tazewell
11 South Fourth Street, Suite 432
Pekin, IL 61554

...

(Name, legal status, and address)
P. J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604
Phone: 309-688-9567

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(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Not applicable.

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§ **B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000.00) each occurrence, two million dollars (\$ 2,000,000.00) general aggregate, and two million dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

...

§ **B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ **B.3.2.6** Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

~~§ **B.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~

§ **B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five hundred thousand dollars (\$ 500,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

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~~§ **B.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ **B.3.2.10** Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ **B.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ **B.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

...

Not applicable.

...

Insurance items noted in Articles B.3.3.2.1 through B.3.3.2.6 shall be reviewed and finalized at a later date after additional project details are finalized, including the location of the new building and the extent of existing building renovations.

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Payment Bond
Performance Bond

Amount To Be Determined based on GMP

Amount To Be Determined based on GMP

...

Not applicable.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

New Justice Center Annex
17 South Capitol Street
Pekin, IL 61554

Possible additional scope at three locations:

Tazewell County Courthouse Renovations
342 Court Street
Pekin, IL 61554

McKenzie Building Renovations
11 South Fourth Street
Pekin, IL 61554

Tazewell County Justice Center Renovations
101 South Capitol Street
Pekin, IL 61554

THE OWNER:

(Name, legal status and address)

County of Tazewell
11 South Fourth Street, Suite 432
Pekin, IL 61554

THE ARCHITECT:

(Name, legal status and address)

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
Phone: 847-241-6100

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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- 8 TIME
- 9 PAYMENTS AND COMPLETION
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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User Notes:

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for **AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:00:35 ET on 02/15/2024.

PAGE 1

New Justice Center Annex
17 South Capitol Street
Pekin, IL 61554

Possible additional scope at three locations:

Tazewell County Courthouse Renovations
342 Court Street
Pekin, IL 61554

McKenzie Building Renovations
11 South Fourth Street
Pekin, IL 61554

Tazewell County Justice Center Renovations
101 South Capitol Street
Pekin, IL 61554

...

County of Tazewell
11 South Fourth Street, Suite 432
Pekin, IL 61554

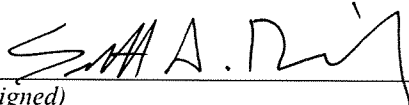
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Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
Phone: 847-241-6100

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:00:35 ET on 02/15/2024 under Order No. 2114500459 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

VICE PRESIDENT

(Title)

2/15/24

(Dated)

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, bid proposals were received for architect services for designing a new justice center annex and possible renovations to additional facilities to accommodate moving offices; and

WHEREAS, a generalized estimate for the total cost of the facility, including construction management, design, furniture, fixtures, and equipment is set at \$28-\$32 Million; and

WHEREAS, the architect will team with the County and construction manager from the onset, with the construction manager at risk delivery method being utilized; and

WHEREAS, during the pre-construction phases the architect services include, but are not limited to:

- Conducting a space review of the Courthouse, Old Post Office, Tazewell Building, McKenzie Building, Emergency Management Building, Veteran's Assistance rented space, and Guardian Ad-Litem rented space; and
- Preparing a space plan
- Providing cost estimates throughout the process
- Developing Schematic and detailed designs
- Preparing construction and bid documents.

WHEREAS, design proposals will be brought to the County Board at set milestones; and

WHEREAS, the architect will provide additional services during the construction and closeout phases; and

WHEREAS, six proposals were received, as provided on the attached bid report; and

WHEREAS, as required by the Local Government Professional Services Selection Act, costs were not included as part of the proposals; and

WHEREAS, a review group, consisting of the Property Chairman, Finance Chairman, State's Attorney, Auditor, County Administrator, and Facilities Director, reviewed the proposals and participated in presentations by selected vendors; and

WHEREAS, the review group recommends the proposal submitted by Wold Architects and Engineers (Palatine, IL); and

WHEREAS, Wold Architects and Engineers proposed the following initial timeline in their proposal for pre-construction, which may be revised in the agreement:

Programming/Schematic Design:	March - June 2024
Design Development:	July - October 2024
Contract Documents	November 2024 - May 2025
Bidding	June - July 2025; and

WHEREAS, as required by the Local Government Professional Services Selection Act, the cost of the services is being negotiated with Wold Architects and Engineers as the highest qualified firm.

THEREFORE BE IT RESOLVED that the County Board approves this recommendation and authorizes the County Board Chairman to execute the applicable American Institute of Architects agreements upon acceptable contract terms.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Facilities Director, and the Auditor of this action.

PASSED THIS 28th DAY OF February, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County

Project #2024-P-02

RFQ - Architectural & Engineering Services - Justice Center Annex

Submissions Received From

Cordogan Clark & Associates

Farnsworth Group, Inc.

IGW Architecture

Senga Architects

Wight & Company

Wold Architects and Engineers

Tazewell County

Project #2024-P-02

RFQ - Architectural &
Engineering Services - Justice
Center Annex

Bidder:	Farnsworth Group	Wight & Co.	Cordogan Clark
Date/Time Received:	1/31/24 1:20 p.m.	1/31/24 1:03 p.m.	1/31/24 9:05 a.m.
Signature Form Completed	yes	yes	yes
Qualification Documents Received	yes	yes	yes

Tazewell County

Project #2024-P-02

RFQ - Architectural &
Engineering Services - Justice
Center Annex

Bidder:	Wold Architects & Engineers	IGW Architecture	Senga Architects
Date/Time Received:	1/31/2024 9:17 a.m.	1/31/24 1:22 p.m.	1/31/24 9:17 a.m.
Signature Form Completed	yes	yes	yes
Qualification Documents Received	yes	yes	yes



February 19, 2024

Mike Deluhery, County Administrator
Tazewell County
11 South 4th Street Suite 432
Pekin, Illinois 61554

Re: Tazewell County – Justice Center Annex
Proposal for Architectural and Engineering Services
Commission No. 9999

Dear Mike:

On behalf of Wold Architects and Engineers, we are pleased to present this fee proposal for architectural and engineering services related to the new Justice Center Annex project.

SCOPE OF SERVICES

Based on the County's intention to utilize a Construction Manager at Risk – Guaranteed Maximum Price (GMP) construction delivery method, we have attached our proposed AIA B133 – 2019 Agreement which outlines our scope of services for the project beginning with Programming and continuing through Construction Administration. The following is a summary of the services Wold will provide for the project.

Project Kick-off

Wold proposes that the first step in the process will be to establish a Core Planning Group consisting of key decision makers from the County and its Construction Manager. This group will be responsible for establishing the guiding principles for the project, evaluating proposed design concepts and recommendations from Wold, and ultimately adopting a final scope recommendation to be presented to the County Board. We anticipate meeting with this group approximately every two weeks through the Design Development phase, and it is also anticipated that this group will participate in facility tours of other similar facilities to build a common vocabulary of operational models and program spaces.

Programming

Wold will conduct in-person meetings with stakeholder groups representing the various departments/divisions within the County to confirm the programmatic needs of each group. During these meetings, Wold will seek to understand the operational objectives of each group and we will create a final Space Needs Program that identifies the functional, technology and adjacency requirements of each building space.

Existing Conditions Assessment

Wold's multidisciplinary team will collect and review all of the existing building documents (plans, reports, etc.) and will create a BIM model of the existing justice center and courthouse facilities. Our architects, mechanical and electrical engineers, and structural engineers will conduct on-site investigations to confirm and evaluate the facilities' existing conditions. This assessment will become the basis for understanding the minimum code, maintenance and life expectancy issues that must be addressed as part of any proposed additions or renovations. Our civil engineer will complete a topographic and boundary survey of the proposed site for the justice center annex and adjacent areas.

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
woldae.com | 847 241 6100

PLANNERS
ARCHITECTS
ENGINEERS



Schematic Design Phase

During schematic design, Wold will work with the Core Planning Group to finalize the program and proposed floor plan for the renovation project. We will also provide the County with our analysis of the existing building conditions. Preliminary “green building” strategies will be established. Schematic Design will include development of preliminary budget (based on cost/SF estimates) and phasing concepts for the overall master planned improvements.

Wold will assist with presenting the Schematic Design deliverables to the County Board for their approval to proceed to the next phase.

Design Development Phase

The Design Development phase will include a second round of meetings with stakeholder groups representing the various departments/divisions anticipated to be located within the Justice Center Annex. As part of Wold’s User Input process, we will develop detailed plans and interior elevations that depict the final fit-out for each space in the building including such items as: finishes, furniture, electrical and data locations, security and access control, etc.

Wold will present the User Input information to the Core Planning Group along with continued refinement of the interior design. Deliverables shall include updated, detailed floor plans, interior elevations and renderings, reflected ceiling and lighting plans, and building systems narratives for mechanical, plumbing and electrical systems.

Wold will work with our cost estimating consultant to provide a detailed project cost update that will be shared with the County and its Construction Manager. We will work with the Construction Manager to reconcile any significant differences in the cost estimates in order to come to a final Design Development cost estimate.

Wold will assist with presenting the Design Development deliverables to the City Board for their approval to proceed to the next phase.

Contract Documents Phase

Based on the approved budget and scope of work authorized at the end of Design Development, Wold will proceed to translate the design into a complete set of bid drawings and specifications. We will utilize our proven processes for ensuring collaboration of all design disciplines and will conduct an in-house peer quality control review of the final contract documents.

Wold will coordinate with the County and its Construction Manager to review and incorporate your procurement, contractual and insurance requirements into the front-end bidding documents.

A final estimated of anticipated construction and project costs will be developed with our cost estimating consultant that will be shared with the County and its Construction Manager. We will work with the Construction Manager to reconcile any significant differences in the cost estimates in order to come to a final Contract Documents cost estimate.



Wold will assist with presenting the final Contract Documents deliverables to the County Board for their approval to proceed to the next phase.

Bidding Phase

Wold will support the County and its Construction manager to publish an advertisement to bid. Our typical process includes actively reaching out to our master list of subcontractors to ensure that there is sufficient interest and bid coverage from all subcontractor trades. We will also assist in facilitating pre-bid meetings at the project site to allow interested bidders to review the existing conditions and project scope.

Wold will attend the public bid opening and assist the Construction Manager with compiling a tabulation of bid results. We will assist with reviewing the bid results and verifying contractor references and will develop a final recommendation for award of contract.

Wold will assist with presenting the bid award recommendation to the County Board.

Construction Administration Phase

Wold will attend the pre-construction meeting and provide construction administration phase services to ensure that the work conforms to the requirements of the contract documents. This includes, but is not limited to, attendance at regularly scheduled construction progress meetings hosted by the Construction Manager; as well as regular site visits throughout the construction phase to observe the installation and progress of the work.

Our team will review all shop drawings and submittals from the contractor, attend pre-installation conferences for identified building components/systems, and respond to requests for clarification from the contractor. We will provide revised drawings and clarifications as required by field conditions and changes to the scope, and will we review the contractor's monthly applications for payments to confirm the work being invoiced for is in alignment with the project's progress.

Post-Construction Services

Wold will provide continued support through-out the final close-out of the construction contract and will assist the County with coordinating any outstanding punch list work. We will also conduct an 11-month walkthrough with the County to identify any issues that need to be addressed as part of the contractor's warranty period.

FEE PROPOSAL

The Request for Qualification documents identified the County's initial project budget is \$28 million to \$32 million. Based on our experience with similar project, and using the mid-range of your project budget, we suggest a preliminary breakdown of the total project cost should be:



Estimated Construction Cost	\$23,076,924
Soft Costs (15%) <i>(AE fees, CM fees, geotechnical, survey, permits, testing, commissioning, reimbursables)</i>	\$ 3,461,538
Fixtures, Furniture & Equipment (5%)	\$ 1,153,846
<u>Design & Construction Contingency (10%)</u>	<u>\$ 2,307,692</u>
Total Project Cost	\$30,000,000

Per Article 11 of the proposed agreement, Wold’s fixed fee is calculated as a percentage of estimated construction costs. For the purposes of applying our standard fee percentages, we delineate between “estimated construction costs” and “estimated technology/audiovisual systems costs”. Technology and audiovisual systems for justice center facilities include items such as displays, video matrix switches, conferencing systems, and microphone audio reinforcement for courtrooms, jury deliberation and conferencing spaces, and jury assembly; as well as structured cabling, detention systems, access control, duress, and video surveillance systems.

Our fixed fee calculation for this project would be as follows:

	\$23,076,924	Estimated Construction Cost
-	\$ 1,500,000	Estimated Technology/Audiovisual Systems Costs
+	\$ 1,153,846	Design Contingency
x	6.5%	AE fee percentage for Addition > \$10 million
	<u>\$ 1,477,500</u>	<u>Fixed AE Fee (excluding Technology/Audiovisual Design)</u>
	\$ 1,500,000	Estimated Technology/Audiovisual Systems Costs
x	10%	Technology/Audiovisual Systems fee percentage
	<u>\$ 150,000</u>	<u>Fixed Technology/Audiovisual Systems Design Fee</u>

Wold’s total fixed fee proposal is \$1,627,500, plus reimbursable expenses. Per the proposed agreement, reimbursable expenses will be invoiced as incurred without mark-up.

Wold proposes reconciliation of our fixed fees based on an updated, agreed upon scope and construction cost at the end of the Design Development phase. We will recalculate and adjust our fixed fee accordingly.

A breakdown of Wold’s proposed fixed fee by project phase would be as follows:

<u>Phase</u>	<u>Fee by Phase</u>
Programming (5%)	\$81,375
Schematic Design (10%)	\$162,750
Design Development (20%)	\$325,500
Contract Documents (40%)	\$651,000
Bidding (5%)	\$81,375
Construction Administration (20%)	\$325,500



ANTICIPATED SCHEDULE

We are ready to start work on this project upon authorization and as early as March 2024. An initial step will be coordination of the design phase schedule with the County and its Construction Manager relative to the timing and deliverables associated with establishment of the guaranteed maximum price. Our preliminary thoughts on schedule, as presented in our response to the Request for Qualifications, would be as follows:

Programming	March 2024
Schematic Design	April – June 2024
Design Development	July – October 2024
GMP Established	November 2024
Contract Documents	November 2024 – April 2025
Early Site / Foundation Bid Package	February 2025
Bidding	May 2025
Construction Start-up	August 2025
Substantial Completion	February 2027

We are available upon request to meet to discuss the proposed Owner-Architect agreement and this fee proposal letter.

We look forward to hearing from you soon and are excited to partner with Tazewell County! Please call me with any questions.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink that reads "Matt Bickel".

Matt Bickel | AIA, LEED AP
Partner

Enclosure

cc: Kirsta Ehmke, Wold
Joel Dunning, Wold
Elisabeth Lund, Wold
Elizabeth Palmer, Wold

KH/Admin/Promo/IL/County/Tazewell/crsp/2024.02.20 Letter to Mike Deluhery



AIA® Document B133® – 2019

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

AGREEMENT made as of the Nineteenth day of February in the year Two Thousand and Twenty Four
(In words, indicate day, month and year.)

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

Tazewell County
11 South 4th Street, Suite 432
Pekin, Illinois 61554

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

Wold Architects and Engineers
220 N. Smith Street, Suite 310
Palatine, Illinois 60067
Telephone Number: 847-241-6100
Fax Number: 847-241-6105

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

New Justice Center Annex
17 South Capitol Street
Pekin, IL 61554

Possible additional scope at three locations:

Tazewell County Courthouse Renovations
342 Court Street
Pekin, IL 61554

McKenzie Building Renovations
11 South Fourth Street
Pekin, IL 61554

Tazewell County Justice Center Renovations
101 South Capitol Street
Pekin, IL 61554

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

P.J. Hoerr, Inc.
107 North Commerce Place
Peoria, Illinois 61604

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

| Telephone Number: 309-688-9567

The Owner and Architect agree as follows.



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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Owner's program as stated in Section 1.3 of the Project Specifications in the Architectural and Engineering Services – Justice Center Annex, Project #2024-P-02, Request for Qualifications issued by the County of Tazewell Office of the County Finance Director.

§ 1.1.2 The Project's physical characteristics:

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

To be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Owner's program as stated in Section 1.3 of the Project Specifications in the Architectural and Engineering Services – Justice Center Annex, Project #2024-P-02, Request for Qualifications issued by the County of Tazewell Office of the County Finance Director, the generalized estimate for the total cost of the new facility, including construction management, design, furniture, fixtures and equipment is \$28 million to \$32 million.

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

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.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

To be determined.

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

To be determined.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall define the terms, conditions and services related to the Owner’s Sustainable Objective.

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

Mike Deluhery, County Administrator
11 South 4th Street, Suite 432
Pekin, Illinois 61554

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

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§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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

P.J. Hoerr, Inc.

- .2
(Paragraphs deleted)
Geotechnical Engineer:

To be determined.

(Paragraphs deleted)

- .3 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Matt Bickel, Partner
220 N. Smith Street, Suite 310
Palatine, Illinois 60067
Telephone Number: 874-241-6100
Email: mbickel@woldae.com

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Johnson Wilbur Adams, Inc.
330 S. Naperville Rd., Suite 300
Wheaton, Illinois 60187

- .2 Mechanical Engineer:

Wold Architects and Engineers
220 N. Smith Street, Suite 310
Palatine, Illinois 60067

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.3 Electrical Engineer:

Wold Architects and Engineers
220 N. Smith Street, Suite 310
Palatine, Illinois 60067

.4 Civil Engineer/Surveyor/Landscape Architect:

Austin Engineering Company, Inc.
311 SW Water Street, Suite 215
Peoria, Illinois 61602

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

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

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

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

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

§ 2.6.4 Workers' Compensation at statutory limits.

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

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services; civil engineering, cost estimating, food service, pool, theater, acoustical, and landscaping consultants will be hired by Architect as services are required as part of Basic Services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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

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

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

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

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

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

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

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

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

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

§ 3.3.5.1 The Architect shall consider, if requested by Owner, sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

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

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

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

§ 3.4 Design Development Phase Services

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

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

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

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall

illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

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

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

§ 3.5.6 Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates at the end of the one year Contractor's construction warranty period.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the

Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The

Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	N/P
§ 4.1.1.2 Programming	Basic Services - Refer to Section 4.1.2.1.
§ 4.1.1.3 Multiple Preliminary Designs	Basic Services
§ 4.1.1.4 Measured drawings	Owner
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Basic Services
§ 4.1.1.7 Building Information Model management responsibilities	N/P
§ 4.1.1.8 Development of Building Information Models for post construction use	N/P
§ 4.1.1.9 Civil engineering	Basic Services
§ 4.1.1.10 Landscape design	Basic Services
§ 4.1.1.11 Architectural interior design	Basic Services
§ 4.1.1.12 Value analysis	N/P
§ 4.1.1.13 Cost estimating	Basic Services
§ 4.1.1.14 On-site project representation	N/P
§ 4.1.1.15 Conformed documents for construction	N/P
§ 4.1.1.16 As-designed record drawings	N/P
§ 4.1.1.17 As-constructed record drawings	N/P
§ 4.1.1.18 Post-occupancy evaluation	N/P
§ 4.1.1.19 Facility support services	N/P
§ 4.1.1.20 Tenant-related services	N/P
§ 4.1.1.21 Architect's coordination of the Owner's consultants	N/P
§ 4.1.1.22 Telecommunications/data design	Basic Services - Refer to Section 4.1.2.1.
§ 4.1.1.23 Security evaluation and planning	N/P
§ 4.1.1.24 Commissioning	N/P
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.26 Historic preservation	N/P
§ 4.1.1.27 Furniture, furnishings, and equipment design	Can be provided for additional fee.
§ 4.1.1.28 Other services provided by specialty Consultants	N/P
§ 4.1.1.29 Other Supplemental Services	N/P

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Section 4.1.1.2 – As a part of its Basic Services, the Architect shall provide the programming services identified in the Architectural and Engineering Services – Justice Center Annex, Project #2024-P-02, Request for Qualifications issued by the County of Tazewell Office of the County Finance Director, dated January 12, 2024 and attached hereto as Exhibit A, and the Architect's Response to Owner's Request for Qualifications, dated January 31, 2024 and attached hereto as Exhibit B. The programming services shall also include up to four (4) tours of similar facilities.

Section 4.1.1.22 – As a part of its Basic Services, the Architect shall provide the technology and audiovisual services identified in the Architectural and Engineering Services – Justice Center Annex, Project #2024-P-02, Request for Qualifications issued by the County of Tazewell Office of the County Finance Director, dated January 12, 2024 and attached hereto as Exhibit A, and the Architect’s Response to the Request for Qualifications, dated January 31, 2024 and attached hereto as Exhibit B. The technology and audiovisual services shall also include coordination with the Owner’s security vendor as required.

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

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services agreed upon in writing between the Owner and Architect. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

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

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

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

- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate;
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .16 Additional Services shall specifically include Services and Reimbursable Expenses regarding Architect responses or actions related to requests under the Illinois Freedom of Information Act ("IL FOIA"). Additional Services related to the IL FOIA may be provided by the Architect without the Owner's consent or permission. Owner's obligation to pay Architect for Additional Services regarding the IL FOIA shall survive the termination or completion of Services under this Agreement.

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

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

(Paragraphs deleted)

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of

the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

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

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as agreed upon in writing by the Owner and Architect.

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

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 No mediation or legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to mediation or legal action involving an additional person or entity shall not constitute consent to mediation or legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

§ 9.4 This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

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

§ 9.7
(Paragraphs deleted)

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

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

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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

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

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

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

§ 10.10 Owner irrevocably assigns to Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. Owner shall cooperate with Architect to establish Architect's eligibility for these federal tax credits. Architect shall be responsible for the costs of the independent third party energy study and certification.

ARTICLE 11 COMPENSATION

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

Fixed AE Fee (excluding Technology/Audiovisual Design) = \$1,477,500

Fixed Technology/Audiovisual Systems Design Fee = \$150,000

Total Fixed Fee = \$1,627,500

(Paragraphs deleted)

Refer to Exhibit C – Architect's Fee Proposal dated February 19, 2024 for additional information.

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

Init.

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

Hourly Rate or Fixed Fee as agreed upon in writing.

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

Hourly Rate or Fixed Fee as agreed upon in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Hourly Rate or Fixed Fee as agreed upon in writing.

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

Programming	five	percent (	5	%)
Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

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

Init.

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User Notes:

- .1 mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, including government agency review and permit fees;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6

(Paragraphs deleted)

- If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .7 All taxes levied on professional services and on reimbursable expenses;
 - .8 Site office expenses;
 - .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
 - .10 Other similar Project-related expenditures; and
 - .11 Expense of computer aided design and drafting equipment time when used in connection with the Project.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants and be billed at actual cost to Architect plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Pursuant to the *Illinois Local Government Prompt Payment Act*

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

- [X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .3 Other documents:

(List other documents, if any, forming part of the Agreement.)

Exhibit A – Architectural and Engineering Services – Justice Center Annex, Project #2024-P-02, Request for Qualifications (including addenda) issued by the County of Tazewell Office of the County Finance Director on January 12, 2024

Exhibit B - Architect’s Response to the Request for Qualifications dated January 31, 2024

Exhibit C - Architect’s Fee Proposal dated February 19, 2024

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

OWNER *(Signature)*

Mike Deluhery, County Administrator
(Printed name and title)

ARCHITECT *(Signature)*

Matt Bickel, Partner
(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:23:20 ET on 02/20/2024.

PAGE 1

AGREEMENT made as of the Nineteenth day of February in the year Two Thousand and Twenty Four

...

Tazewell County
11 South 4th Street, Suite 432
Pekin, Illinois 61554

...

Wold Architects and Engineers
220 N. Smith Street, Suite 310
Palatine, Illinois 60067
Telephone Number: 847-241-6100
Fax Number: 847-241-6105

...

New Justice Center Annex
17 South Capitol Street
Pekin, IL 61554
Possible additional scope at three locations:

Tazewell County Courthouse Renovations
342 Court Street
Pekin, IL 61554

McKenzie Building Renovations
11 South Fourth Street
Pekin, IL 61554

Tazewell County Justice Center Renovations
101 South Capitol Street
Pekin, IL 61554

...

P.J. Hoerr, Inc.
107 North Commerce Place
Peoria, Illinois 61604

Telephone Number: 309-688-9567

PAGE 3

Owner’s program as stated in Section 1.3 of the Project Specifications in the Architectural and Engineering Services – Justice Center Annex, Project #2024-P-02, Request for Qualifications issued by the County of Tazewell Office of the County Finance Director.

...

To be determined.

...

Owner’s program as stated in Section 1.3 of the Project Specifications in the Architectural and Engineering Services – Justice Center Annex, Project #2024-P-02, Request for Qualifications issued by the County of Tazewell Office of the County Finance Director, the generalized estimate for the total cost of the new facility, including construction management, design, furniture, fixtures and equipment is \$28 million to \$32 million.

PAGE 4

To be determined.

...

To be determined.

...

To be determined.

...

To be determined.

...

[] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

To be determined.

...

To be determined.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall ~~complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to~~ define the terms, conditions and services related to the Owner’s Sustainable Objective. ~~If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Mike Deluhery, County Administrator

11 South 4th Street, Suite 432
Pekin, Illinois 61554
PAGE 5

P.J. Hoerr, Inc.

.2 Land Surveyor:

.3 Geotechnical Engineer:

To be determined.

...

.4 Civil Engineer:

.5 .3 Other consultants and contractors:

...

Matt Bickel, Partner
220 N. Smith Street, Suite 310
Palatine, Illinois 60067
Telephone Number: 874-241-6100
Email: mbickel@woldae.com

...

Johnson Wilbur Adams, Inc.
330 S. Naperville Rd., Suite 300
Wheaton, Illinois 60187

...

Wold Architects and Engineers
220 N. Smith Street, Suite 310
Palatine, Illinois 60067

PAGE 6

Wold Architects and Engineers
220 N. Smith Street, Suite 310
Palatine, Illinois 60067

.4 Civil Engineer/Surveyor/Landscape Architect:

Austin Engineering Company, Inc.
311 SW Water Street, Suite 215
Peoria, Illinois 61602

...

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

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

PAGE 7

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

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

...

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

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering ~~services; services; civil engineering, cost estimating, food service, pool, theater, acoustical, and landscaping consultants will be hired by Architect as services are required as part of Basic Services.~~ Services not set forth in this Article 3 are Supplemental or Additional Services.

PAGE 8

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

PAGE 9

§ 3.3.5.1 The Architect shall ~~consider~~ consider, if requested by Owner, sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

PAGE 10

§ 3.5.6 Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

...

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates ~~on the date the Architect issues the final Certificate for Payment~~ at the end of the one year Contractor's construction warranty period.

PAGE 11

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

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§ 4.1.1.1	Assistance with Selection of Construction Manager	N/P
§ 4.1.1.2	Programming	Basic Services - Refer to Section 4.1.2.1.
§ 4.1.1.3	Multiple Preliminary Designs	Basic Services
§ 4.1.1.4	Measured drawings	Owner
§ 4.1.1.5	Existing facilities surveys	Owner
§ 4.1.1.6	Site evaluation and planning	Basic Services
§ 4.1.1.7	Building Information Model management responsibilities	N/P
§ 4.1.1.8	Development of Building Information Models for post construction use	N/P
§ 4.1.1.9	Civil engineering	Basic Services
§ 4.1.1.10	Landscape design	Basic Services
§ 4.1.1.11	Architectural interior design	Basic Services
§ 4.1.1.12	Value analysis	N/P
§ 4.1.1.13	Cost estimating	Basic Services
§ 4.1.1.14	On-site project representation	N/P
§ 4.1.1.15	Conformed documents for construction	N/P
§ 4.1.1.16	As-designed record drawings	N/P
§ 4.1.1.17	As-constructed record drawings	N/P
§ 4.1.1.18	Post-occupancy evaluation	N/P
§ 4.1.1.19	Facility support services	N/P
§ 4.1.1.20	Tenant-related services	N/P
§ 4.1.1.21	Architect's coordination of the Owner's consultants	N/P
§ 4.1.1.22	Telecommunications/data design	Basic Services - Refer to Section 4.1.2.1.
§ 4.1.1.23	Security evaluation and planning	N/P
§ 4.1.1.24	Commissioning	N/P
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.26	Historic preservation	N/P
§ 4.1.1.27	Furniture, furnishings, and equipment design	Can be provided for additional fee.
§ 4.1.1.28	Other services provided by specialty Consultants	N/P
§ 4.1.1.29	Other Supplemental Services	N/P

...

Section 4.1.1.2 – As a part of its Basic Services, the Architect shall provide the programming services identified in the Architectural and Engineering Services – Justice Center Annex, Project #2024-P-02, Request for Qualifications issued by the County of Tazewell Office of the County Finance Director, dated January 12, 2024 and attached hereto as Exhibit A, and the Architect's Response to Owner's Request for Qualifications, dated January 31, 2024 and attached hereto as Exhibit B. The programming services shall also include up to four (4) tours of similar facilities.

Section 4.1.1.22 – As a part of its Basic Services, the Architect shall provide the technology and audiovisual services identified in the Architectural and Engineering Services – Justice Center Annex, Project #2024-P-02, Request for Qualifications issued by the County of Tazewell Office of the County Finance Director, dated January 12, 2024 and attached hereto as Exhibit A, and the Architect's Response to the Request for Qualifications, dated January 31, 2024 and attached hereto as Exhibit B. The technology and audiovisual services shall also include coordination with the Owner's security vendor as required.

PAGE 15

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™ 2019, Sustainable Projects Exhibit,

~~Construction Manager as Constructor Edition, attached to this Agreement, agreed upon in writing between the Owner and Architect.~~ The Owner shall compensate the Architect as provided in Section 11.2.

PAGE 16

- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate;~~and~~
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control ~~Estimate.~~Estimate; and
- .16 Additional Services shall specifically include Services and Reimbursable Expenses regarding Architect responses or actions related to requests under the Illinois Freedom of Information Act ("IL FOIA"). Additional Services related to the IL FOIA may be provided by the Architect without the Owner's consent or permission. Owner's obligation to pay Architect for Additional Services regarding the IL FOIA shall survive the termination or completion of Services under this Agreement.

...

~~§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- .1 ~~() reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager~~
- .2 ~~() visits to the site by the Architect during construction~~
- .3 ~~() inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- .4 ~~() inspections for any portion of the Work to determine final completion~~

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

PAGE 17

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

...

~~§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement, agreed upon in writing by the Owner and Architect.~~

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days

from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

- ...
 Arbitration pursuant to Section 8.3 of this Agreement
 Litigation in a court of competent jurisdiction

...
§ 8.3 Arbitration

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

§ 8.3.2 ~~The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.3 ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4.1 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). No mediation or legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to mediation or legal action involving an additional person or entity shall not constitute consent to mediation or legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4.2 ~~Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 8.3.4.3 ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 8.4 ~~The provisions of this Article 8 shall survive the termination of this Agreement.~~

§ 9.4 This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

...

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

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

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.10 Owner irrevocably assigns to Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. Owner shall cooperate with Architect to establish Architect's eligibility for these federal tax credits. Architect shall be responsible for the costs of the independent third party energy study and certification.

...

.1 — ~~Stipulated Sum~~ Fixed AE Fee (excluding Technology/Audiovisual Design) = \$1,477,500
(~~Insert amount~~) Fixed Technology/Audiovisual Systems Design Fee = \$150,000

Total Fixed Fee = \$1,627,500

~~.2~~ — ~~Percentage Basis~~
~~— (Insert percentage value)~~

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3~~ — ~~Other~~
~~— (Describe the method of compensation)~~

Refer to Exhibit C – Architect's Fee Proposal dated February 19, 2024 for additional information.

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Hourly Rate or Fixed Fee as agreed upon in writing.

...

Hourly Rate or Fixed Fee as agreed upon in writing.

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

...

Hourly Rate or Fixed Fee as agreed upon in writing.

...

<u>Programming</u>	<u>five</u>	<u>percent</u> (	<u>5</u>	<u>%)</u>
Schematic Design Phase	<u>ten</u>	<u>percent</u> (	<u>10</u>	<u>%)</u>
Design Development Phase	<u>twenty</u>	<u>percent</u> (	<u>20</u>	<u>%)</u>
Construction Documents Phase	<u>forty</u>	<u>percent</u> (	<u>40</u>	<u>%)</u>
<u>Procurement Phase</u>	<u>five</u>	<u>percent</u> (<u>5</u>	<u>%)</u>
Construction Phase	<u>twenty</u>	<u>percent</u> (<u>20</u>	<u>%)</u>

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~~.1~~ ~~Transportation and authorized out-of-town travel and subsistence; mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;~~

...

~~.3~~ ~~Permitting and other fees required by authorities having jurisdiction over the Project; Project, including government agency review and permit fees;~~

...

~~.6~~ ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

~~.7~~ ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~

~~.8~~ ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

~~.9~~ ~~.7 All taxes levied on professional services and on reimbursable expenses;~~

~~.10~~ ~~.8 Site office expenses;~~

~~.11~~ ~~.9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~

~~.12~~ ~~Other similar Project-related expenditures; .10 Other similar Project-related expenditures; and~~

~~.11~~ ~~Expense of computer aided design and drafting equipment time when used in connection with the Project.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants and be billed at actual cost to Architect plus zero percent (0 %) of the expenses incurred.

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

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...
Pursuant to the Illinois Local Government Prompt Payment Act
PAGE 25

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)~~

~~.3~~
.2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~[] AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)~~

[X] Other Exhibits incorporated into this Agreement:

~~.4~~ .3 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A – Architectural and Engineering Services – Justice Center Annex, Project #2024-P-02, Request for Qualifications (including addenda) issued by the County of Tazewell Office of the County Finance Director on January 12, 2024

Exhibit B - Architect's Response to the Request for Qualifications dated January 31, 2024

Exhibit C - Architect's Fee Proposal dated February 19, 2024

...
Mike Deluhery, County Administrator

Matt Bickel, Partner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:23:20 ET on 02/20/2024 under Order No. 2114500194 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

COMMITTEE REPORT

P-24-05

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to accept the proposal from M & O Environmental Company to provide asbestos abatement for the McKenzie building windows replacement Phase 2 project; and

WHEREAS, the County entered into an agreement with Peoria Metro Construction, Inc. for the replacement of the McKenzie Building windows as authorized by resolution P-23-06; and

WHEREAS, after the contract award, it was determined that the caulking of some windows in the phase 2 replacement project contained asbestos; and

WHEREAS, asbestos abatement must be completed by a licensed professional; and

WHEREAS, in lieu of entering into a change order with Peoria Metro Construction, Inc. to contract with a licensed abatement subcontractor, which would result in an 8% markup in the cost, Peoria Metro Construction, Inc. has agreed to the County directly contracting with an asbestos abatement company; and

WHEREAS, the bidding process for the service would not be conducive to competitive bidding given the existing agreement and timeline of Peoria Metro Construction, and the County recognizes the need to declare an emergency purchase as allowed under 55 ILCS 5/5-1022(a)(2); and

WHEREAS, M & O Environmental Company provided a proposal for the services of \$45,000 on a time and materials basis, and will be able to work collaboratively with Peoria Metro Construction to provide the services in a timely manner.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Building and Grounds Superintendent and the Auditor of this action.

PASSED THIS 28th DAY OF FEBRUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive
Peoria, IL 61615
(309) 692-6700
Fax (309) 692-9812

February 16, 2024

Tazewell County

Attention: Mike Schone

Re: Asbestos Abatement
McKenzie Building
Quote #29396

Thank you for extending the opportunity to M & O Environmental Company to submit a bid on the abatement work at your facility. We are able to extend our expertise based on over 40 years of nationwide experience in the asbestos abatement, lead mitigation, mold remediation, and specialty insulation industries. We offer the following proposal for your review and acceptance.

SCOPE OF WORK

We will remove and dispose of the following asbestos containing materials utilizing non-friable removal methods:

North Elevation

4th Floor

- 36 windows/panels in opening (Approximately 7’ tall x 85’ wide)
- 1 window approximately 3’x3’

3rd Floor

- 1 window approximately 3’x3’

2nd Floor

- 1 window approximately 3’3’

South Elevation

4th Floor

- 45 windows/panels in opening (Approximately 7’ tall 85’ wide)

3rd Floor

- 8 windows/panels in opening (Approximately 3’ tall 30’ wide)

2nd Floor

- 8 windows/panels in opening (Approximately 3’ tall 30’ wide)

1st Floor

- 6 windows/panels in opening (Approximately 3’ tall 15’ wide)

PRICE

Our Time and Material Price: \$45,000.00

CLARIFICATIONS

1. Movables by others. (If applicable.)
2. OSHA personal air monitoring is included in our price.
3. Area and/or clearance air sampling by others. (If requested)

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive
Peoria, IL 61615
(309) 692-6700
Fax (309) 692-9812

4. Lift(s) are included in our price.
5. Bonds are not included in our price.
6. Selective demolition by others. (Interior fin tubes, conduit, shades and interior attachments)
7. All put-back by others.
8. Weatherization by others.
9. Layout by others.
10. Barrier wall on interior by others

GENERAL PROCEDURES

For the purposes of safety and in order to minimize the potential for the contamination of individuals, access to the actual work area shall be completely restricted once work has commenced. No personnel will be allowed access to any designated work area without proper attire and respiratory protection. Respiratory protection and proper attire shall be made available at all times during the project for use by designated representative of the owner, the consultant and/or engineer or, if applicable, the independent air monitoring hygienist who may require individuals who enter the work area shall be subject to the requirements of the M & O Environmental Respiratory Protection Program and all other appropriate programs.

INSURANCE

Third party liability insurance will be provided by M & O Environmental in the amount of \$2 million. This is the standard "true occurrence" type policy, and our carrier has an "A" rating. (See attached.)

SAFETY INFORMATION

If required, material safety data sheets and/or other project information regarding surfactants, encapsulants, adhesive, etc. will be submitted for review prior to the commencement of work.

REGULATORY COMPLIANCE

All proper and required notification to the EPA and/or IDPH shall be made prior to mobilization of manpower and equipment by M & O Environmental. Appropriate documentation will be made to the owner upon request.

ON-SITE UTILITIES

Customer shall provide utilities for the subject job which includes hot and cold water, drains, electricity and the like.

WORK FORCE

Work crews are to be union members and will meet all necessary requirements.

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive
Peoria, IL 61615
(309) 692-6700
Fax (309) 692-9812

HAULING AND DISPOSAL

Hauling shall be provided in accordance with current regulation and all waste shall be disposed of in licensed, EPA approved landfills. Burial manifests shall be submitted to the owner for his records.

DOCUMENTATION

Upon request, all documentation such as air sample reports, containment sign-in sheets, burial manifests, EPA notifications, etc. shall be submitted to the owner for his permanent files.

REGULATORY NOTE

Please note that our proposal has been prepared on the basis of all Federal and State regulation and guidelines in effect at the date of this proposal. All work shall be performed in a professional and workmanlike manner and in complete and legal accordance with current OSHA regulations for Asbestos (Code of Federal Regulation Title 40, Part 61, Subparts A and M), acceptable industry practices and project specifications and requirements, as applicable.

CONFIDENTIALITY

Due to the potential of emotional responses to asbestos abatement, we shall, at all times during the project, adhere to a policy of strict confidentiality. Abatement workers shall endeavor to remain in the work areas at all times and shall at no time come into contact with building occupants while wearing protective clothing and respirators.

Again, thank you for the opportunity to submit this proposal to you. M & O Environmental is confidently looking forward to providing quality asbestos abatement services to you on this and future projects.

If you have any questions on this proposal or need any additional information, please contact me.

Sincerely,
M & O ENVIRONMENTAL COMPANY

Clinton N. Tyler
Vice President

CNT: aw

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive
Peoria, IL 61615
(309) 692-6700
Fax (309) 692-9812

February 16, 2024

Tazewell County

Attention: Mike Schone

Re: Asbestos Abatement
McKenzie Building
Quote #29396

Again, thank you for the opportunity to submit this proposal to you. M & O Environmental is confidently looking forward to providing quality asbestos abatement services to you on this and future projects.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikers, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance. If requested in writing, we will provide additional insured status under the General Liability Policy.

If you have any questions on this proposal or need any additional information, please give me a call at 309-692-6700.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Printed Name _____

Signature _____

Date of Acceptance _____

Reference Number: Quote #29396

T&M Price: \$45,000.00

COMMITTEE REPORT

F-24-05

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the purchase of a squad car for the Sheriff's Department;

WHEREAS, the purchase will be funded by the Risk Management Fund as it is a replacement of a squad car totaled in an accident;

WHEREAS, the purchase price of the vehicle is \$43,395; and

WHEREAS, the pricing is from the state Cooperative Purchasing Agreement; and

WHEREAS, the totaled vehicle (2023 Ford Explorer, VIN 1FM5K8AB8PGA84743) is to be picked up by Travelers from Rod's Autobody in Pekin in order for Tazewell County to receive a check for \$16,570.00 (fair market value of \$41,376 - \$25,000 deductible).

THEREFORE BE IT RESOLVED that the County Board approve the recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer, Finance Office, Sheriff, Human Resources and the Auditor of this action.

PASSED THIS 28th DAY OF FEBRUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>
Powertrain	
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>
44U	Transmission: 10-Speed Automatic (44U)
STDAX	3.73 Axle Ratio
STDGV	GVWR: 6,840 lbs (3,103 kgs)
Wheels & Tires	
STDTR	Tires: 255/60R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle (cont'd)

Code	Description
Other Options	
PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>
60A	Grille LED Lights, Siren & Speaker Pre-Wiring
51R	Driver Only LED Spot Lamp (Unity)
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>
18D	Global Lock/Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless entry.</i>
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>
549	Heated Sideview Mirrors
47A	Police Engine Idle Feature <i>This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.</i>
17A	Rear Auxiliary Air Conditioning

Emissions

425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
-----	--

Exterior Color

Prepared for: Mr. Chris Kempf
Captain, Tazewell County Sheriff's Office
Prepared by: Richie Wellenkamp
02/13/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle (cont'd)

Code	Description
UM_01	Agate Black
Interior Color	
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear
	Illinois Sheriff License and Title
	Customer pick up

Prepared for: Mr. Chris Kempf

Captain, Tazewell County Sheriff's Office

Prepared by: Richie Wellenkamp

02/13/2024

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs

Dimensions

• Conventional Capacity: 5,000 lbs. • Vehicle body length: 198.8" • Vehicle body width: 82.6" • Vehicle body height: 69.3" • Wheelbase: 119.1" • Front track: 66.9" • Rear track: 66.9" • Interior rear cargo volume: 52.0 cu.ft. • Interior rear cargo volume with seats folded: 90.3 cu.ft. • Max interior rear cargo volume: 90.3 cu.ft. • Total passenger volume: 118.0 cu.ft. • Headroom first-row: 40.7" • Headroom second-row: 40.4" • Leg room first-row: 40.9" • Leg room second-row: 40.7" • Shoulder room first-row: 61.8" • Shoulder room second-row: 61.3" • Hip room first-row: 59.3" • Hip room second-row: 59.1"

Powertrain

* **3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP** • Engine cylinders: V-6 • Spark ignition system • Horsepower: 285 HP@6500 RPM • Torque: 260 lb.-ft. @4000 RPM • Engine oil cooler • Heavy-duty radiator • 10-speed automatic • Automatic full-time AWD • All-wheel drive • Recommended fuel: regular unleaded • Easy Fuel capless fuel filler • All-speed ABS and driveline traction control • Permanent locking hub control

Fuel Economy and Emissions

• Gasoline secondary fuel type • ULEV II emissions * **E85 additional fuel types**

Suspension and Handling

• Standard ride suspension • Gas-pressurized front shock absorbers • Gas-pressurized rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Brake assist system • Hill start assist • Independent front suspension • Strut front suspension • Front anti-roll bar • Front coil springs • Independent rear suspension • Multi-link rear suspension • Rear anti-roll bar • Electric power-assist steering system • Rack-pinion steering • 2-wheel steering system

Body Exterior

• Trailer wiring harness • 4 doors • Clearcoat paint • Monotone paint • Body-coloured bodyside cladding • Black wheel well trim • Black side window trim • Black windshield trim • Black door handles • Body-coloured front bumper • Black front bumper rub strip • Front tow hook • Body-coloured rear bumper • Black rear bumper rub strip • Black grille • Black door mirrors * **Exterior mirror LED spot lights** • Standard style side mirrors • Convex spotter in driver and passenger side door mirrors • Conventional left rear passenger door • Conventional right rear passenger door • Liftgate rear cargo door • P255/60RW18 AS BSW front and rear tires • 18 x 8-inch front and rear black steel wheels

Convenience

• Power door locks * **Keyfob activated door locks** • Power tailgate/rear door lock • Cruise control with steering wheel mounted controls • Day/Night rearview mirror • Power first-row windows • Cargo area tray/organizer • Driver foot rest • Power cargo area access release • Fixed interval rear windshield wipers • Heated rear wiper park • Rear window defroster • Fixed rear windshield • Locking glove box • 2 beverage holders • Driver and passenger door bins • Dashboard storage • Retained accessory power • PRND in IP • Trip computer

Comfort



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

- Automatic climate control • Dual-zone front climate control • **Rear climate control system** • Cabin air filter • Rear under seat climate control ducts • **Rear headliner/pillar climate control ducts** • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Vinyl rear seat upholstery • Carpet rear seatback upholstery • Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

- Seating capacity: 5 • Bucket front seats • Driver seat with 8-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Manual reclining driver seat • Power height adjustable driver seat • Power driver seat fore/aft control • Power driver seat cushion tilt • Manual reclining passenger seat • Manual passenger seat fore/aft control • Fixed rear seats • Split-bench rear seat • Height adjustable rear seat head restraints • Manual driver seat lumbar • Cloth front seat upholstery

Entertainment Features

- 1 total number of 1st row displays • 4.2 inch primary LCD display • AM/FM stereo radio • In-vehicle audio • AM radio • FM radio • Seek scan • External memory control • Speakers number: 4 • Standard grade speakers • Steering wheel mounted audio controls • Speed sensitive volume • Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert • Analog instrumentation display • Trip odometer • In-radio display clock • Driver information center • Redundant digital speedometer • Tachometer • Engine/electric motor temperature gauge • Engine hour meter • Traction battery level gauge • Deep tinted windows • Projector beam headlights • LED low and high beam headlights • Auto on/off headlight control • Multiple enclosed headlights • Variable intermittent front windshield wipers • Speed sensitive wipers • Front reading lights • Rear reading lights • Variable instrument panel light • High mounted center stop light • LED brake lights • Fade interior courtesy lights

Technology and Telematics

- Bluetooth handsfree wireless device connectivity • Fleet Telematics Modem selective service internet access • 1 USB port

Safety and Security

- Driver front impact airbag • Seat mounted side impact driver airbag • Curtain first and second-row overhead airbags • Passenger front impact airbag • Seat mounted side impact front passenger airbag • Airbag occupancy sensor • Passenger side knee airbag • 7 airbags • Rear seat center 3-point seatbelt • Front height adjustable seatbelts • Front seatbelt pretensioners • 2 seatbelt pre-tensioners • External acoustic pedestrian alert • Rear camera with washer • Electronic stability control system with anti-roll • Manual rear child safety door locks

Dimensions

General Weights

* Curb weight	4,718 lbs.	* GVWR	6,465 lbs.
Payload	1,670 lbs.		

Trailer Weights



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Conventional capacity 5,000 lbs.

Off Road

Min ground clearance	7.6"	Loading floor height	30.9 "
Approach angle	19.3	Departure angle	21.4

Exterior Measurements

Vehicle body length	198.8"	Vehicle body width	82.6"
Vehicle body height	69.3"	Wheelbase	119.1"
Front track	66.9"	Rear track	66.9"

Interior Measurements

Interior rear cargo volume	52.0 cu.ft.	Max interior rear cargo volume	90.3 cu.ft.
Interior cargo area max width	47.9 "	Interior rear cargo volume with seats folded	90.3 cu.ft.
Length to rear seat	46.2 "		

Interior Volume

Total passenger volume 118.0 cu.ft.

Headroom

Headroom first-row	40.7"	Headroom second-row	40.4"
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Legroom

Leg room first-row	40.9"	Leg room second-row	40.7"
--------------------------	-------	---------------------------	-------

Shoulder Room

Shoulder room first-row	61.8"	Shoulder room second-row	61.3"
-------------------------------	-------	--------------------------------	-------

Hip Room

Hip room first-row	59.3"	Hip room second-row	59.1"
--------------------------	-------	---------------------------	-------

Powertrain

Engine

* Engine ... 3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP	Valves per cylinder	4
Engine cylinders	Engine location	Front mounted engine
Ignition	Engine mounting direction	Longitudinal mounted engine
Engine block material	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	3.3L	cc	204 cu.in.
Bore	3.56"	Stroke	3.41"
Compression ratio	12.0		



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Engine Power

Horsepower 285 HP@6500 RPM Torque 260 lb.-ft. @4000 RPM

Alternator

* **Alternator amps** **250A** * **Alternator type** **Regular duty alternator**

Battery

Battery amps 80Ah * **Battery type** **Lead acid battery**
 * **Battery rating** **730CCA**

Engine Extras

Engine cooler Engine oil cooler Radiator Heavy-duty radiator

Transmission

Transmission 10-speed automatic Transmission electronic control Transmission electronic control
 Overdrive transmission Overdrive transmission Lock-up transmission Lock-up transmission
 First gear ratio 4.696 Second gear ratio 2.985
 Third gear ratio 2.146 Fourth gear ratio 1.769
 Fifth gear ratio 1.52 Sixth gear ratio 1.275
 Reverse gear ratio 4.866 Seventh gear ratio 1
 Eighth gear ratio 0.854 Ninth gear ratio 0.689
 Tenth gear ratio 0.636 Transmission oil cooler Transmission oil cooler

Drive Type

4WD type Automatic full-time AWD Drive type All-wheel drive

Drivetrain

Axle ratio 3.73

Exhaust

Tailpipe Stainless steel dual exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler * **Fuel tank capacity** **21.40 gal.**

Drive Feature

Traction control All-speed ABS and driveline traction control Locking hub control Permanent locking hub control

Provisions

Provisions Police/fire provisions



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Steering

Steering Electric power-assist steering system
 Steering type number of wheels 2-wheel steering system
 Steering type Rack-pinion steering

Exterior

Front Wheels

Front wheels diameter 18" Front wheels width 8"

Rear Wheels

Rear wheels diameter 18" Rear wheels width 8"

Front And Rear Wheels

Appearance black Material steel

Front Tires

Aspect 60 Diameter 18"
 Sidewalls BSW Speed W
 Tread AS Type P
 Width 255mm

Rear Tires

Aspect 60 Diameter 18"
 Sidewalls BSW Speed W
 Tread AS Type P
 Width 255mm

Body Exterior

Trailer

Towing capability Trailer towing capability Towing class Class III tow rating
 Towing hitch Trailer hitch Towing wiring harness Trailer wiring harness

Exterior Features

Number of doors 4 doors

Body

Body panels ... Galvanized steel and aluminum body panels with side impact beams

Mirrors

Convex spotter ... Convex spotter in driver and passenger side door mirrors

Spare Tire

Prepared for: Mr. Chris Kempf

Captain, Tazewell County Sheriff's Office

Prepared by: Richie Wellenkamp

02/13/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Spare tire Full-size spare tire with steel wheel

Spare tire location Spare tire mounted under the cargo floor

Aerodynamics

Spoiler Rear lip spoiler

Wheels

Wheel covers Wheel hub covers

Convenience

Door Locks

Door locks Power door locks

* **Keyfob door locks** Keyfob activated door locks

Tailgate control Power tailgate/rear door lock

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors

Folding door mirrors Manual folding door mirrors

* **Heated door mirrors** Heated driver and passenger side door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Cargo Features

Cargo tie downs Cargo area tie downs

Cargo light Cargo area light

Cargo Trim

Prepared for: Mr. Chris Kempf

Captain, Tazewell County Sheriff's Office

Prepared by: Richie Wellenkamp

02/13/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Cargo floor type Carpet cargo area floor

Trunk lid trim Plastic trunk lid trim

Pedals

Driver foot rest Driver foot rest

Remote Releases

Cargo access Power cargo area access release

Rear Windshield

Rear window defroster Rear window defroster
Rear windshield wipers Fixed interval rear windshield wipers

Rear windshield Fixed rear windshield
Heated wiper area Heated rear wiper park

Storage

Door bins front Driver and passenger door bins
Glove box Locking glove box

Number of beverage holders 2 beverage holders
Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-touch up windows

One-touch down window Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Third-row windows Fixed third-row windows

Miscellaneous

Trip computer Trip computer
Accessory power Retained accessory power

PRND in IP PRND in IP

Comfort

Climate Control

Climate control Automatic climate control

*** Rear headliner/pillar ducts Rear headliner/pillar climate control ducts**

Dual-zone front climate control Dual-zone front climate control

Cabin air filter Cabin air filter

*** Rear climate control Rear climate control system**

Rear under seat ducts Rear under seat climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door panel insert Metal-look door panel insert

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Prepared for: Mr. Chris Kempf

Captain, Tazewell County Sheriff's Office

Prepared by: Richie Wellenkamp

02/13/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Second-Row Seat Trim

Rear seat upholstery... Vinyl rear seat upholstery

Rear seatback upholstery... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic... Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction... Driver seat with 8-way directional controls

Height adjustable driver seat... Power height adjustable driver seat

Driver seat fore/aft control... Power driver seat fore/aft control

Driver seat cushion tilt... Power driver seat cushion tilt

Passenger seat direction... Front passenger seat with 4-way directional controls

Split front seats... Bucket front seats

Reclining passenger seat... Manual reclining passenger seat

Passenger seat fore/aft control... Manual passenger seat fore/aft control

Front head restraints... Height adjustable front seat head restraints

Front head restraint control... Manual front seat head restraint control

Reclining driver seat... Manual reclining driver seat

Rear Seats

Bench seats... Split-bench rear seat
Folding second-row seats... 35-30-35 folding rear seats

Rear seats fixed or removable... Fixed rear seats
Rear seat direction... Front facing rear seat

Rear seat folding position... Fold forward rear seatback

Rear head restraints... Height adjustable rear seat head restraints

Rear head restraint control... Manual rear seat head restraint control

Number of rear head restraints... 3 rear seat head restraints

Lumbar Seats

Driver lumbar... Manual driver seat lumbar

Front Seat Trim

Front seat upholstery... Cloth front seat upholstery

Front seatback upholstery... Vinyl front seatback upholstery

Interior Accents

Interior accents... Metal-look interior accents

Prepared for: Mr. Chris Kempf

Captain, Tazewell County Sheriff's Office

Prepared by: Richie Wellenkamp

02/13/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

LCD Displays

Number of first-row LCD displays 1 total number of 1st row displays LCD primary display size ... 4.2 inch primary LCD display

Radio Features

External memory External memory control Seek scan Seek scan

Speakers

Speakers Standard grade speakers Speakers number 4

Audio Features

Steering mounted audio control Steering wheel mounted audio controls Speed sensitive volume Speed sensitive volume

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Metal-look instrument panel insert

Instrumentation

Trip odometer Trip odometer Instrumentation display ... Analog instrumentation display

Instrumentation Displays

Speedometer ... Redundant digital speedometer Driver information center Driver information center

Clock In-radio display clock

Instrumentation Gauges

Tachometer Tachometer Traction battery level gauge Traction battery level gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature warning Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning Low washer fluid warning Low washer fluid warning

Low brake fluid warning Low brake fluid warning Battery charge warning ... Battery charge warning



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Headlights on reminder	Headlights on reminder	Key in vehicle warning	Key in vehicle warning
Door ajar warning	Door ajar warning	Trunk warning	Rear cargo ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights	Headlight type	Projector beam headlights	
Auto headlights	Auto on/off headlight control	Multiple headlights	Multiple enclosed headlights

Front Windshield

Wipers	Variable intermittent front windshield wipers	Speed sensitive wipers	Speed sensitive wipers
--------	---	------------------------	------------------------

Interior Lighting

Variable panel light	Variable instrument panel light	Front reading lights	Front reading lights
Rear reading lights	Rear reading lights		

Lights

Interior courtesy lights	Fade interior courtesy lights	LED brake lights	LED brake lights
High mount stop light	High mounted center stop light		

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

Internet Access

Internet access Fleet Telematics Modem selective service internet access

USB Ports

USB ports 1 USB port

Safety and Security

Airbags

Front impact airbag driver	Driver front impact airbag	Number of airbags	7 airbags
Front impact airbag passenger	Passenger front impact airbag	Knee airbag	Passenger side knee airbag

Prepared for: Mr. Chris Kempf

Captain, Tazewell County Sheriff's Office

Prepared by: Richie Wellenkamp

02/13/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Front side impact airbag driver
Seat mounted side impact driver airbag
Occupancy sensor
Airbag occupancy sensor

Front side impact airbag passenger
Seat mounted side impact front passenger airbag
Overhead airbags
Curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt
Rear seat center 3-point seatbelt
Seatbelt pretensioners
Front seatbelt pretensioners

Height adjustable seatbelts
Front height adjustable seatbelts
Seatbelt pretensioners number
2 seatbelt pretensioners

Active Driving Assistance

External acoustic pedestrian alert
External acoustic pedestrian alert

Cameras

Rear camera
Rear camera with washer

Traction Control

Electronic stability control
Electronic stability control system with anti-roll

Occupant Safety

Child door locks
Manual rear child safety door locks

Prepared for: Mr. Chris Kempf
Captain, Tazewell County Sheriff's Office
Prepared by: Richie Wellenkamp
02/13/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles

REPORT SUMMARY

CLAIM INFORMATION

Owner	Tazewell County, Unknown Pekin, IL 61554
Loss Unit	Police 2023 Ford EXPLORER POLICE AWD 6cyl. 3.3l Suv
Loss Unit Type	SPECIALTY VEHICLES
Loss Incident Date	01/22/2024
Claim Reported	02/06/2024

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by TRAVELERS - THE TRAVELERS INDEMNITY COMPANY.

INSURANCE INFORMATION

Report Reference Number	117433935
Claim Reference	F1P0214001
Adjuster	Stanback, Billy
Appraiser	Nuchell, Roy
Odometer	14,982
Last Updated	02/06/2024 01:18 PM

VALUATION SUMMARY

Base Value	\$ 41,376.00
Adjusted Value	\$ 41,376.00
Title, Registration and Other Fees	+ \$ 194.00
DEDUCTIBLE	- \$ 25,000.00

Total **\$ 16,570.00**

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

Inside the Report

- Valuation Methodology..... 2
- Loss Unit Information..... 3
- Comparable Units..... 6
- Valuation Notes..... 9
- Supplemental Information..... 10

VALUATION METHODOLOGY

How was the valuation determined?

CLAIM INSPECTION



TRAVELERS - THE TRAVELERS INDEMNITY COMPANY has provided CCC with the zip code where the loss unit is garaged, loss unit VIN, mileage/hours, options and additional equipment, as well as loss unit condition, which is used to assist in determining the value of the loss unit.

DATABASE REVIEW



CCC maintains an extensive database of units that currently are or recently were available for sale in the U.S. This database includes units advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable units are selected. On current year units, new units for sale at the time of the valuation may have been used. The zip code where the loss unit is garaged determines the starting point for the search. Comparable units are similar to the loss unit based on relevant factors. If a sufficient number of comparable units cannot be located, CCC may also obtain dealer quotations for a unit with attributes as reported by the insurer.



CALCULATE VALUATION

Adjustments to the price of the selected comparable units are made to reflect differences in attributes, including mileage/hours, options, additional equipment, refurbishments, after factory equipment, and condition. Dollar adjustments are based upon market research. Finally, the Base Value is the straight average of the adjusted values of the comparable units. Due to the unique nature of the loss units valued in the Commercial and Recreational Vehicle division, a valuation specialist handles each request individually.



 LOSS UNIT INFORMATION

LOSS UNIT DETAILS

Location	Pekin , IL 61554
VIN	1FM5K8AB8PGA84743
Year	2023
Make	Ford
Model	EXPLORER POLICE AWD
Drivetrain	4X4

LOSS UNIT CONDITION

	Condition
Overall Rating	Average

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicles .

Please review the information in the Loss Unit Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss unit that may impact the value.

TRAVELERS - THE TRAVELERS INDEMNITY COMPANY uses condition inspection guidelines to determine the condition of the loss unit prior to the loss. The guidelines describe physical characteristics for the loss unit, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss unit's condition.

LOSS UNIT EQUIPMENT

CT - Transmission	AUTOMATIC TRANSMISSION	✓
	OVERDRIVE	✓
	4 WHEEL DRIVE	✓
PO - Power	POWER STEERING	✓
	POWER BRAKES	✓
	POWER WINDOWS	✓
	POWER LOCKS	✓
	POWER MIRRORS	✓
	POWER DRIVER SEAT	✓
	POWER TRUNK/LIFTGATE	✓
IS - Seats/Interior	BUCKET SEATS	✓
	CLOTH SEATS	✓
	RECLINING/LOUNGE SEATS	✓
	3RD ROW SEAT	✓
CS - Convenience	AIR CONDITIONING	✓
	DUAL MIRRORS	✓
	INTERMITTENT WIPERS	✓
	TILT WHEEL	✓
	CRUISE CONTROL	✓
	REAR DEFOGGER	✓
	CONSOLE/STORAGE	✓
	KEYLESS ENTRY	✓
	HEATED MIRRORS	✓
	MESSAGE CENTER	✓
	STEERING WHEEL TOUCH CONTROLS	✓
	REAR WINDOW WIPER	✓
	TELESCOPIC WHEEL	✓
	CLIMATE CONTROL	✓
	OVERHEAD CONSOLE	✓
	DUAL AIR CONDITIONING	✓
	REMOTE STARTER	✓
CR - Radio	AM RADIO	✓
	FM RADIO	✓
	STEREO	✓

To the left is the equipment of the loss unit that TRAVELERS - THE TRAVELERS INDEMNITY COMPANY provided to CCC.

LOSS UNIT EQUIPMENT

	SEARCH/SEEK	✓
	AUXILIARY AUDIO CONNECTION	✓
	SATELLITE RADIO	✓
CW - Wheels	STYLED STEEL WHEELS	✓
SS - Safety	AIR BAG (DRIVER ONLY)	✓
	PASSENGER AIR BAG	✓
	ANTI-LOCK BRAKES (4)	✓
	4-WHEEL DISC BRAKES	✓
	TRACTION CONTROL	✓
	STABILITY CONTROL	✓
	FRONT SIDE IMPACT AIR BAGS	✓
	HEAD/CURTAIN AIR BAGS	✓
	HANDS FREE	✓
	BACKUP CAMERA	✓
	XENON OR L.E.D. HEADLAMPS	✓
	PARKING SENSORS	✓
	BLIND SPOT DETECTION	✓
	LANE DEPARTURE WARNING	✓
OP - Other	BODY SIDE MOLDINGS	✓
	PRIVACY GLASS	✓
	REAR SPOILER	✓
	CLEARCOAT PAINT	✓
	METALLIC PAINT	✓
	TRAILER HITCH	✓
	CALIFORNIA EMISSIONS	✓

 **COMPARABLE UNITS**

	Loss Unit	Comp 1	Comp 2
Price		\$46,575	\$46,520
Year/Make/Model	2023 Ford EXPLORER POLICE AWD	2023 Ford EXPLORER POLICE AWD	2023 Ford EXPLORER POLICE AWD
Odometer	14,982	NEW	NEW
Configuration			
Model Description	3.3L	3.3L	3.3L
Body Type	SUV	SPORT UTILITY VEHICLE	SPORT UTILITY VEHICLE
Drivetrain	4X4	4X4	4X4
Engine Cylinder	6	6	6

Comp 1 Updated Date: 11/16/2023
2023 Ford EXPLORER POLICE AWD
VIN 1FM5K8AB5PGA81220
Dealership KENNY ROSS FORD
Location New Castle, PA
Telephone (724) 202-0190
Source Dealer Ad
Stock # A3XA81220X

Comp 2 Updated Date: 11/16/2023
2023 Ford EXPLORER POLICE AWD
VIN 1FM5K8AB1PGA36548
Dealership HOFFMAN FORD
Location Millersville, PA
Telephone (717) 584-8640
Source Dealer Ad
Stock # 23117TP

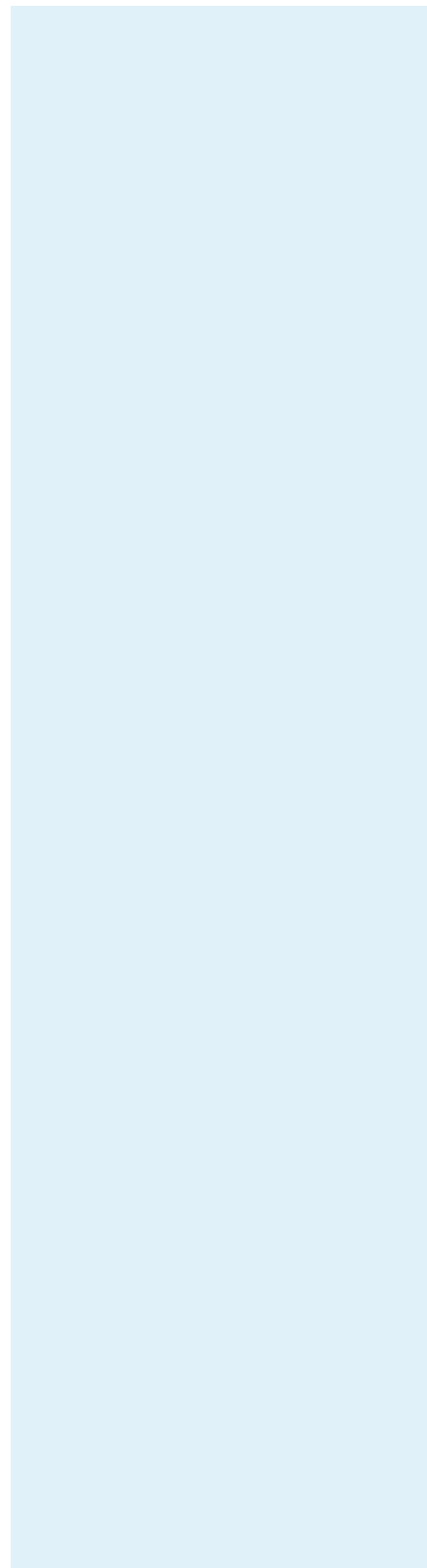
Comparables used in the determination of the Base Value are not intended to be replacement units but are reflective of the market value, and may no longer be available for sale.

Price is the amount that the dealership will accept to sell the unit, though a lower price may be obtainable through negotiation.

Options			
3S - 3rd Row Seat	✓	✗	✗
LN - Lane Departure Warning	✓	✗	✗
DG - Head/Curtain Air Bags	✓	✓	✓
TW - Tilt Wheel	✓	✓	✓
PS - Power Steering	✓	✓	✓
TX - Traction Control	✓	✓	✓
PT - Power Trunk/Liftgate	✓	✗	✗
HM - Heated Mirrors	✓	✗	✗
M3 - Auxiliary Audio Connection	✓	✓	✓
PW - Power Windows	✓	✓	✓
PX - Backup Camera	✓	✓	✓
DM - Dual Mirrors	✓	✓	✓
DT - Privacy Glass	✓	✓	✓
DV - Blind Spot Detection	✓	✗	✗
MC - Message Center	✓	✓	✓
AB - Anti-Lock Brakes (4)	✓	✓	✓
AC - Air Conditioning	✓	✓	✓
MP - Metallic Paint	✓	✗	✗
4W - 4 Wheel Drive	✓	✓	✓
AG - Drivers Side Air Bag	✓	✓	✓
IP - Clearcoat Paint	✓	✓	✓
EM - California Emissions	✓	✓	✓
AM - AM Radio	✓	✓	✓
IW - Intermittent Wipers	✓	✓	✓

COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2
RD - Rear Defogger	✓	✓	✓
AT - Automatic Transmission	✓	✓	✓
RG - Passenger Air Bag	✓	✓	✓
RJ - Remote Starter	✓	✗	✗
RL - Reclining/Lounge Seats	✓	✓	✓
FM - FM Radio	✓	✓	✓
BN - Body Side Moldings	✓	✗	✗
BS - Bucket Seats	✓	✓	✓
SE - Search/Seek	✓	✓	✓
OD - Overdrive	✓	✗	✗
WP - Rear Window Wiper	✓	✓	✓
SL - Rear Spoiler	✓	✓	✓
KE - Keyless Entry	✓	✗	✗
SP - Power Driver Seat	✓	✓	✓
T1 - Stability Control	✓	✓	✓
CC - Cruise Control	✓	✓	✓
ST - Stereo	✓	✓	✓
SY - Styled Steel Wheels	✓	✓	✓
CL - Climate Control	✓	✓	✓
CN - Console/Storage	✓	✗	✗
CO - Overhead Console	✓	✓	✓
XE - Xenon Or L.e.d. Headlamps	✓	✓	✓
XG - Front Side Impact Air Bags	✓	✓	✓
CS - Cloth Seats	✓	✓	✓
PB - Power Brakes	✓	✓	✓
TH - Trailer Hitch	✓	✓	✓
XM - Satellite Radio	✓	✗	✗
TL - Telescopic Wheel	✓	✓	✓
PJ - Parking Sensors	✓	✓	✓
PL - Power Locks	✓	✓	✓
TQ - Steering Wheel Touch Controls	✓	✓	✓
DA - Dual Air Conditioning	✓	✗	✗
PM - Power Mirrors	✓	✓	✓
DB - 4-Wheel Disc Brakes	✓	✓	✓
HF - Hands Free	✓	✓	✓
Additional Equipment			
Trailer Package	✗	✓	✓
Condition	Average	Average	Average



 **COMPARABLE UNITS**

Adjustments:

Additional Equipment

Trailer Package	- \$ 50	- \$ 50
-----------------	---------	---------

Options

3S - 3rd Row Seat	\$ 50	\$ 50
-------------------	-------	-------

LN - Lane Departure Warning	\$ 100	\$ 100
-----------------------------	--------	--------

PT - Power Trunk/Liftgate	\$ 100	\$ 100
---------------------------	--------	--------

HM - Heated Mirrors	\$ 13	\$ 13
---------------------	-------	-------

DV - Blind Spot Detection	\$ 100	\$ 100
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RJ - Remote Starter	\$ 34	\$ 34
---------------------	-------	-------

KE - Keyless Entry	\$ 75	\$ 75
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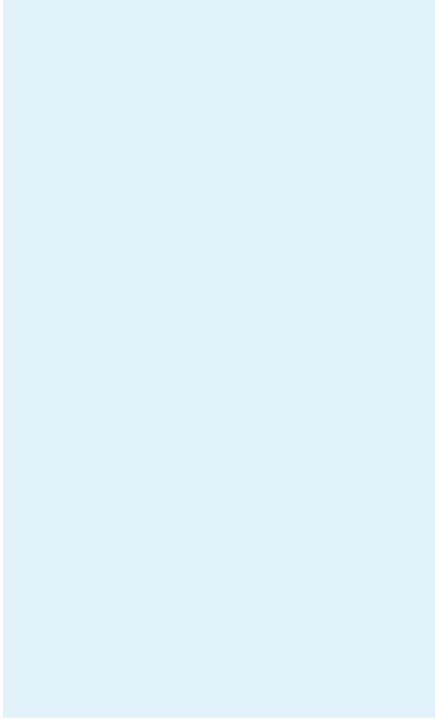
XM - Satellite Radio	\$ 49	\$ 49
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DA - Dual Air Conditioning	\$ 200	\$ 200
----------------------------	--------	--------

Odometer	- \$ 5,843	- \$ 5,843
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Condition

Adjusted Comparable Value	\$41,403	\$41,348
----------------------------------	-----------------	-----------------



VALUATION NOTES

02/05/2024 08:30 - Loss Vehicle Average Mileage: 13,105

02/05/2024 08:30 - STANDARD OPTIONS: 4W, AB, AC, AG, AM, AT, BS, CC, CL, CO, CS, DB, DG, DM, DT, EM, FM, HF, IP, IW, M3, MC, PB, PL, PM, PS, PW, PX, RD, RG, RL, SE, SL, SP, ST, SY, T1, TH, TL, TP, TQ, TW, TX, WP, WU, XE, XG

The following information was provided after the valuation was completed

02/06/2024 13:18 - Pre/Post Tax data modified after Valuation

02/06/2024 13:18 - Sales Tax data modified after Valuation

02/06/2024 13:18 - PVADJ CHANGE REQUESTED BY: DIETZ, COREY

This Market Valuation Report has been prepared exclusively for use by TRAVELERS - THE TRAVELERS INDEMNITY COMPANY, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of valuations, and there are other valuation sources available.

SUPPLEMENTAL INFORMATION



LOSS UNIT HISTORY INFORMATION

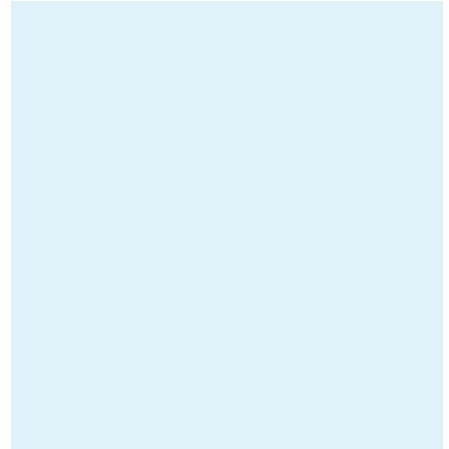
Using the VIN for this loss unit, VINguard® detected discrepancies or prior history requiring additional research. Please review the information detailed below.

VINguard®

VINguard® Message: VINguard has decoded this VIN without any errors

Previous Total Loss Submission:

Duplicate VIN 117405765 - previously submitted by TRAVELERS(AE) on 02/01/2024
claim ref # F1P0214001



SUPPLEMENTAL INFORMATION



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK	RESULTS FOUND
Abandoned	✓ No Abandoned Record Found
Damaged	✓ No Damaged Record Found
Fire Damage	✓ No Fire Damage Record Found
Grey Market	✓ No Grey Market Record Found
Hail Damage	✓ No Hail Damage Record Found
Insurance Loss	✓ No Insurance Loss Record Found
Junk	✓ No Junk Record Found
Rebuilt	✓ No Rebuilt Record Found
Salvage	✓ No Salvage Record Found
EVENT CHECK	RESULTS FOUND
NHTSA Crash Test Vehicle	✓ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓ No Frame Damage Record Found
Major Damage Incident	✓ No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓ No Odometer Problem Record Found
Recycled	✓ No Recycled Record Found
Branded Title Auction	✓ No Branded Title Auction Record Found
Water Damage	✓ No Water Damage Record Found
VEHICLE INFORMATION	RESULTS FOUND
Accident	✓ No Accident Record Found
Corrected Title	✓ No Corrected Title Record Found
Driver Education	✓ No Driver Education Record Found
Duplicate Title	✓ No Duplicate Title Record Found
Emissions Safety Inspection	✓ No Emissions Safety Inspection Record Found
Fire Damage Incident	✓ No Fire Damage Incident Record Found
Lease	✓ No Lease Record Found
Lien	✓ No Lien Record Found
Livery Use	✓ No Livery Use Record Found
Government Use	✓ No Government Use Record Found
Police Use	✓ No Police Use Record Found
Fleet	✓ No Fleet Record Found
Rental	✓ No Rental Record Found
Fleet and/or Lease	✓ No Fleet and/or Lease Record Found
Fleet and/or Rental	✓ No Fleet and/or Rental Record Found
Repossessed	✓ No Repossessed Record Found
Taxi use	✓ No Taxi use Record Found
Theft	✓ No Theft Record Found

CCC provides TRAVELERS - THE TRAVELERS INDEMNITY COMPANY information reported by Experian® regarding the 2023 Ford EXPLORER POLICE AWD 6cyl. 3.3I (1FM5K8AB8PGA84743). This data is provided for informational purposes. Unless otherwise noted in this Market Valuation Report, CCC does not adjust the value of the loss unit based upon this information.

LEGEND :

- ✓ No Event Found
- ⊖ Event Found
- 📄 Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no significant title events. When found, events often indicate automotive damage or warnings associated with the unit.

EVENT CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

ODOMETER CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 02/06/2024

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	EVENT LOCATION	ODOMETER READING	DATA SOURCE	EVENT DETAIL
06/01/2023	PEKIN, IL	10	Motor Vehicle Dept.	Title

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Circuit Clerk received a technology modernization grant in the amount of \$1,199,426.61; and

WHEREAS, the funds will be spent in fiscal year 2024 and the grant proceeds will be deposited with the County Treasurer; and

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the recognition of an increase of available expenditure funds and revenues within the Circuit Clerk's fiscal year 2024 budget as follows:

Revenues:

100-100-4110-7003 – State Grant Revenue: \$1,199,427

Expenditures:

100-100-5549-7003 – Circuit Court's Technology Infrastructure: \$1,199,427;

WHEREAS, this action does not represent an additional appropriation of funds by the County Board, it solely represents recognizing the increase of available expenditure funds within the Circuit Clerk's budget as a result of the awarded grants, as well as a corresponding increase in the revenue budget.

THEREFORE BE IT RESOLVED that the County Board approve the stated recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Office, the Circuit Clerk, the Treasurer, and the Auditor of this action.

PASSED THIS 28TH DAY OF FEBRUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ILLINOIS COURTS TECHNOLOGY MODERNIZATION FUNDING PROGRAM

Fiscal Year 2024 Funding Request for Technology Enhancements and Upgrades

The Administrative Office of the Illinois Courts (AOIC), on behalf of the Supreme Court of Illinois, seeks technology requests to continue modernization within local court systems. The Technology Modernization Grant Program is offered with limited Fiscal Year 2024 Judicial Branch Funding for technology goods and/or services necessary to continue the Supreme Court's technology initiative.

The funding is available for Fiscal Year 2024 expenses procured from the Funding Agreement dated through June 30, 2024, or until the available funding is depleted. Please note, the goods and/or services requested and/or procured must be able to be sustained or maintained by local funding thereafter.

Funding Agreement

The Chief Circuit Judge and the County Treasurer will be required to enter into a Funding Agreement with the AOIC. All completed Funding Agreement forms can be submitted to technologymodernization@illinoiscourts.gov and are **due by January 12, 2024**.

Technology Modernization Request and Itemized Technology Goods/Services Request Forms

The Goods/Services Request Form will identify each good and/or service, the purpose, the priority, the quantity, and the associated costs. Each technology item listed on the Goods/Services Request form will require a quote or proposal to be submitted in conjunction with this form. The completed Request and Goods/Services Request forms with the required vendor proposal/quote(s) can be submitted to technologymodernization@illinoiscourts.gov and are **due by January 12, 2024**.

Once the Request and Goods/Services Request forms with required vendor proposal/quote(s) are submitted, it will be reviewed for denial or approval, with or without modifications. Upon approval by the AOIC, the Funding Request form will be returned to the Treasurer and Chief Circuit Judge for their records.

The following funding options are available to choose from on the Request Form:

- 1. Reimbursement to the County:** Once the Funding Agreement is executed and the approved expenses are procured and paid for by the County, the Invoice Voucher must be submitted by email to the AOIC at technologymodernization@illinoiscourts.gov along with the vendor(s) invoice and proof of County payment to the vendor(s). Once received, the AOIC will audit and submit the Invoice Voucher for processing and payment.
- 2. Payment to the County:** Once the Funding Request form is approved by the AOIC, the County will be notified to submit the Invoice Voucher along with the approved vendor(s) proposal/quote(s) to the AOIC by email at technologymodernization@illinoiscourts.gov. Once received, the AOIC will audit and submit the Invoice Voucher for processing and payment. After the County receives payment, the County will procure only the approved technology items on the Funding Request. Once items are procured, received, and paid for by the County, the vendor(s) invoice and proof of county payment to the vendor(s) must be submitted to the AOIC at technologymodernization@illinoiscourts.gov.

The County is responsible for the use and future support of equipment purchased. Services and/or goods procured to modernize local court systems, in the circuit courts, will be the responsibility of the County after State fiscal year 2024 concludes on June 30, 2024.

Please note, the Technology Modernization Grant Program will be expedited through the AOIC and submitted to the Comptroller's Office for payment. However, the Comptroller's Office is responsible for issuing the warrant/check to the County. At times, the issuance of the warrant/check by the Comptroller's Office is delayed. Currently, the Comptroller's Office payments are being issued approximately 8 weeks after the AOIC submits an invoice voucher to their office for payment.

If you have any questions and/or require additional information regarding this grant program, please feel free to email technologymodernization@illinoiscourts.gov.

INVOICE VOUCHER FOR ILLINOIS COURT TECHNOLOGY MODERNIZATION PROGRAM
State of Illinois - Judicial Branch of State Government

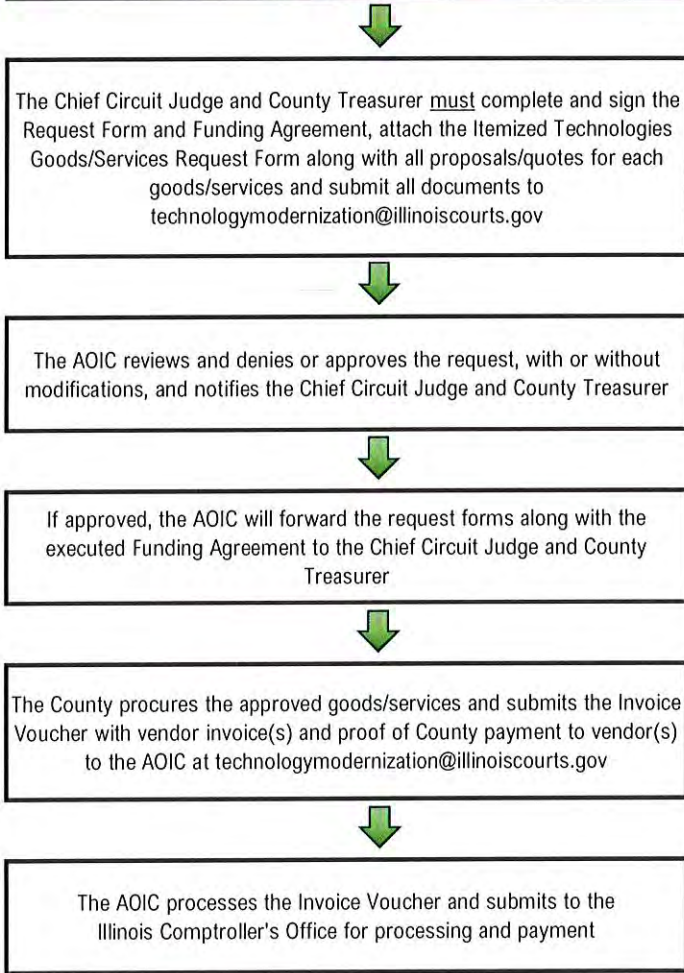
GENERAL INSTRUCTIONS		AOIC USE ONLY		
<p>A) Reimbursement/Payment vouchers must be submitted within 45 days of approval.</p> <p>B) Complete Section 1 by entering the County, the County FEIN number, the County Treasurer's Name, and the remittance address.</p> <p>C) Complete Section 2 by entering an amount in the space below your chosen funding option: Option 1 (Reimbursement) Option 2 (Payment)</p> <p>D) Complete the Certification in Section 3 by entering the County Treasurer information. The County Treasurer and Chief Circuit Judge must sign and date the invoice voucher.</p>	Administrative Office of the Illinois Courts Financial Division 3101 Old Jacksonville Road Springfield, Illinois 62704		<i>Budget Year</i> 2024	
	SECTION 1		<i>Document Number</i>	
	ILLINOIS COUNTY AND REMITTANCE INFORMATION		<i>SAP Vendor No.</i>	
	County		<i>Funded Program</i> 0001.20101.1900.009900NE	
	County FEIN		<i>Cost Center</i> 20101EDCM0	
	County Treasurer's Name		<i>G/L Account</i> 5445300000	
	Address 1		AOIC - FD Certification	
	Address 2		I certify that the reimbursement/payment information identified on this voucher is correct and approved for payment. If applicable, the reporting requirements of section 5.1 of the Governor's Office of Management and Budget Act have been met.	
	City and Zip Code		By _____	Date _____

SECTION 2		
GOODS/SERVICES	TOTAL AMOUNT	
	Option 1 Reimbursement to the County	Option 2 Payment to the County
See Attached Documentation Option 1 - Reimbursement: Invoice(s) & Proof of Payment Option 2 - Payment: Quote(s)		
VOUCHER TOTAL	\$ -	\$ -

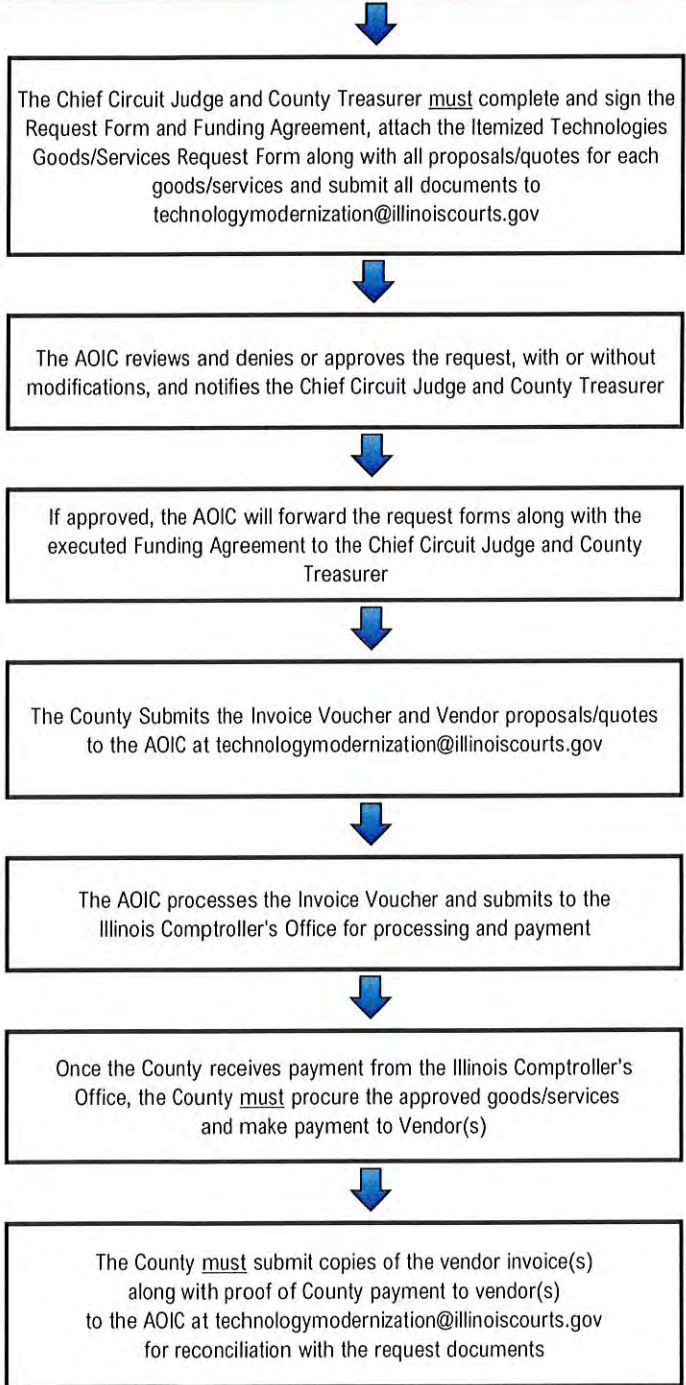
SECTION 3	
COUNTY TREASURER'S CERTIFICATION AND CHIEF CIRCUIT JUDGE'S APPROVAL	
I, _____, County Treasurer in _____ County do hereby certify that the information herein is correct and the reimbursement/payment has been approved and is eligible for payment by the Administrative Office of the Illinois Courts.	
Signature of County Treasurer/Authorized Designee	Date
Signature of Chief Circuit Judge/Authorized Designee	Date

FISCAL YEAR 2024
FLOW CHART FOR FUNDING OPTIONS 1 AND 2

REIMBURSEMENT TO THE COUNTY
OPTION 1



PAYMENT TO THE COUNTY
OPTION 2





**ILLINOIS COURT TECHNOLOGY MODERNIZATION PROGRAM
FUNDING AGREEMENT**

This Funding Agreement, hereinafter "Agreement", is entered into by and between the county of Tazewell, hereinafter "County", the Chief Circuit Judge and the Administrative Office of the Illinois Courts, hereinafter "AOIC", for the purpose of defining the responsibilities of the County and the AOIC in regard to the Illinois Court Technology Modernization Program.

The AOIC, on behalf of the Supreme Court of Illinois, will reimburse or make payment to the County with Fiscal Year 2024 Judicial Branch funding for technology goods/services to modernize local court systems.

The AOIC agrees to the following responsibilities:

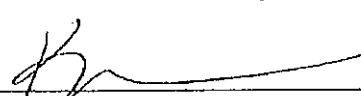

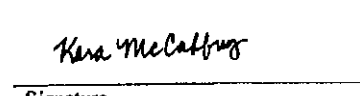
- The AOIC will remit payment to the Illinois Comptroller's Office for the approved technology goods/services listed on the Funding Request Form (Exhibit A) pursuant to the executed Funding Agreement.

The County agrees to the following responsibilities:

- By signing this agreement, the Chief Circuit Judge and County Treasurer, ensures the technology/resource requests are submitted for modernizing their local court system.
- Will only procure the approved technology goods/services on the Request Form. Any adjustments to the approved Request must be approved by the AOIC prior to making any purchases or procuring services.
- Will comply with the County's policies and procedures for the procurement of any approved technology goods/services.
- If requesting Reimbursement to the County (Option 1), the County will complete an Invoice Voucher and attach itemized vendor invoice(s) and forward all documents for payment.
- If requesting Payment to the County (Option 2), the County will complete an Invoice Voucher and attach vendor proposal(s) and forward all documents for payment. Once the equipment and services are purchased, the County will forward paid invoice(s) for reconciliation. If the payment received was more than the paid invoice(s), the County will return the over payment to the AOIC.

This Agreement may be terminated, by either party, for failure to comply with the provisions of this agreement. The AOIC reserves the right to audit the approved Funding Agreement.

This Agreement is effective upon signature of the Chief Circuit Judge, County Treasurer and the AOIC.

Chief Circuit Judge	County Treasurer	Chief Fiscal Officer or Designee
		
Signature	Signature	Signature
<u>Katherine S. Gorman</u>	<u>Hanna Clark</u>	<u>Kara M. McCaffrey</u>
Print/Type Name	Print/Type Name	Print/Type Name
<u>1/9/24</u>	<u>01/9/24</u>	<u>2/2/24</u>
Date	Date	Date

FISCAL YEAR 2024 ILLINOIS COURT TECHNOLOGY MODERNIZATION PROGRAM REQUEST FORM

PURPOSE AND SUBMISSION

The Administrative Office of the Illinois Courts (AOIC), on behalf of the Supreme Court of Illinois, seeks technology requests to modernize local court systems. The Program is offered with limited Fiscal Year 2024 Judicial Branch Funding for technology goods and/or services necessary to continue the Supreme Court's technology initiative.

Request due by: Friday, January 12, 2024

Submit to: technologymodernization@illinoiscourts.gov

APPLICANT INFORMATION

Judicial Circuit	10th	County	Tazewell		
Name of Governmental Organization		Tazewell County Circuit Clerk			
<i>If Funding is Approved, please identify the Name to appear on the Warrant/Check</i>					
Taxpayer Identification Number		37-60021711			
County Treasurer's Name		Hannah Clark			
Address					
11 S 4th Street, Suite 308					
City/State/Zip Code		Pekin	IL	61554	
Telephone Number		309-477-2284	Email Address		hclark@tazewell-il.gov

FUNDING OPTIONS

The Approved funding will require the Chief Circuit Judge and the County Treasurer to enter into a Funding Agreement with the AOIC. Payment to the County will be made utilizing one of the following options.

Please check one option and enter the funding requested and attach an "Itemized Technologies Goods/Services Request Form" listing the items. The amount identified on the Funding Request Form MUST equal the total on the Itemized Technologies Goods/Services Request Form.

PLEASE CHOOSE ONLY ONE OPTION:

OPTION 1. **REIMBURSEMENT TO THE COUNTY:** The County MUST procure and make all payments for the Approved goods/services. The County MUST submit the Invoice Voucher, vendor invoice(s) with proof of county payment to seek funding reimbursement from the AOIC.

TOTAL AMOUNT OF FUNDING REQUESTED FOR OPTION 1: \$

Option 2. **PAYMENT TO THE COUNTY:** The Approved request for goods/services will be processed for payment to the County upon receipt of the Invoice Voucher along with the vendor's proposal/quote(s). The County MUST submit vendor invoice(s) with proof of county payment to the AOIC once all invoices are paid.

TOTAL AMOUNT OF FUNDING REQUESTED FOR OPTION 2: \$ 1,199,426.61

COUNTY TREASURER'S CERTIFICATION AND CHIEF CIRCUIT JUDGE'S APPROVAL

I, Hannah Clark, County Treasurer, to the best of my knowledge, do hereby certify that the information is correct and acknowledge that the Chief Judge has reviewed and approved this Funding Request for modernizing their local court system.

<u>Hannah Clark</u> County Treasurer's Signature	<u>01/09/24</u> Date	<u>[Signature]</u> Chief Circuit Judge's Signature	<u>1/9/24</u> Date
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AOIC APPROVALS

<u>Step Reletion</u> AOIC Technical Approval	<u>01/31/2024</u> Date	<u>Kera McCaffrey</u> AOIC Fiscal Approval	<u>2/2/24</u> Date
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**FISCAL YEAR 2024 ILLINOIS COURT TECHNOLOGY MODERNIZATION PROGRAM
ITEMIZED TECHNOLOGIES GOODS/SERVICES REQUEST**

Please identify the technology goods/services, priority level, purpose, quantity and unit cost. The funding request will be calculated automatically based on the identified quantity and unit cost. Please attach all proposals/quotes for each good/service listed below.

Item Number	Goods/Services	Priority	Purpose	Quantity	Unit Cost	Funding Request	Approved (AOIC Use Only)
A	PTZ Camera (CR101)	High	Add a second PTZ camera to CR101.	1	\$ 4,650.00	\$ 4,650.00	\$4,650.00
B	PTZ Camera (CR308)	High	Add a second PTZ camera to CR308.	1	\$ 4,650.00	\$ 4,650.00	\$4,650.00
C	Poly camera codec system (CR101)	High	Add a Poly 2 camera codec system CR101	1	\$ 24,650.00	\$ 24,650.00	\$24,650.00
D	Poly camera codec system (CR308)	High	Add a Poly 2 camera codec system to CR308	1	\$ 24,650.00	\$ 24,650.00	\$24,650.00
E	WiFi/RF Based ALS	High	Assisted Listen System for 6 courtrooms	6	\$ 3,895.00	\$ 23,370.00	\$23,370.00
F	Structured Cabling	High	Cat6 Cabling (170 drops)	1	\$ 386,650.00	\$ 386,650.00	\$386,650.00
G	Document Scanners	High	Ricoh Fi-8170 (30 quantity) & Ricoh Fi-8190 (1 quantity)	1	\$ 43,356.92	\$ 43,356.92	\$43,356.92
H	Ruckus Switches	High	Ruckus Switches and installation	1	\$ 9,349.69	\$ 9,349.69	\$9,349.69
I	File Digitization & Conversion	High	Case File Scanning & Microfilm Conversion	1	\$ 678,100.00	\$ 678,100.00	\$678,100.00
J							
K							
L							
M							
N							
O							
P							
Q							
R							
S							
T							
U					Total:	\$1,199,426.61	\$1,199,426.61



Taking Technology to a Higher Level
Thompson Electronics Company

Tazewell County Courthouse

Attn: Tricia Richmond

Re: 2nd camera adder or 2 camera Polycom codec system for CR101 or CR308- ALS

Thank you for the opportunity to provide quality technology system upgrades for Tazewell County Courthouse. This proposal outlines and addresses the items we discussed.

Additional AV needs for Tazewell Co Courthouse:

- An option to add a second PTZ camera to the existing system in CR101 or CR308
- or
- An option to add a Polycom codec with dual PTZ HD cameras to the existing system in CR101 or CR308
- An option to add a WiFi/RF based Assisted Listening System per courtroom

The system specified within is truly a great solution for you. The system was designed with reliability, maintenance, security, and cost in mind. The equipment selected is of high quality and reflects current technology. If you have any questions concerning any item in this proposal, need any additional information or would like to discuss terms, overall costs, or system alternatives, please contact me at your earliest convenience. I am confident you will be more than satisfied with this technological system solution and I look forward to working with you on this project.

Sincerely,

Carl A. Howell CTS-D, CTS-I
Director of AV Technology
Thompson Electronics Company
800-323-3300 Ext. 210
carl.howell@thompsonet.com

Option #1 – Adding a 2nd camera to the Courtroom System in 101 or 308 (priced per room):

- Add a second PTZ Optics 20x PTZ camera to the existing system in CR101 or CR308. Priced per room. This 2nd camera will require the courthouse to provide proper Zoom Room licensing (this is different from a standard Zoom license).
- Project includes all the above parts, installation labor of those parts, programming of the system, and labor to integrate this system.

Option #2 – Adding a 2 camera Poly codec system to the Courtroom System in 101 or 308 (priced per room):

- Add a Poly G7500 Zoom capable codec with dual HD PTZ cameras. This will replace the current camera in the room. There will be two total cameras in the courtroom. This 2 camera codec will require the courthouse to provide proper Zoom Room licensing (this is different from a standard Zoom license).
- Project includes all the above parts, installation labor of those parts, programming of the system, and labor to integrate this system.

Option #3 – Adding a WiFi/RF based ALS system (priced per room):

- Add a Listen technologies WiFi/RF based Assisted Listening System to a courtroom:
 - One (1) LW-100P-02 LE 2 Channel (mono) Wi-Fi Server
 - One (1) LW-202 LE Venue Awareness Kit
 - One (1) LT-800-072-01 Stationary RF Transmitter (72 MHz)
 - One (1) LA-304 Assistive Listening Notification Signage Kit
 - One (1) LA-122 Universal Antenna Kit (72 MHz)
 - One (1) LA-326 Universal Rack Mount Kit
 - One (1) LPT-A107-B Dual RCA to Dual RCA Cable 6.6 FT. (2 M)
 - Two (2) LR-4200-072 Intelligent DSP RF Receiver (72 MHz)
 - Two (2) LA-401 Universal Ear Speaker
 - Two (2) LA-430 Intelligent Ear Phone/Neck Loop Lanyard
 - One (1) LA-423 4-Port USB Charger
- Project includes all the above parts, installation labor of those parts, programming of the system, and labor to integrate this system.

Scope of Work:

THOMPSON ELECTRONICS COMPANY IS RESPONSIBLE FOR THE FOLLOWING:

- Provide shop drawings as required
- Provide cable diagrams for facility reference
- Supply and install all low voltage cable as required to support the system(s) selected (after conduit or pathway is provided by customer- if needed)
- Install and setup all of the equipment as described in this proposal.
- Install and terminate all plates (once backboxes are installed)
- Label all installed cable (once conduit is installed)
- Install previously stated electronic components per our diagrams
- Install supplied mounts, per our diagram and directions (if applicable)
- Install any previously described control and switching equipment, per our diagram and directions
- Provide system programming and tuning/training

- Install all audio/video equipment as described previously in the proposal
- Provide in-service training for staff
- Provide one project foreman for one on site coordination meeting prior to the start of this project if requested
- Provide first shift Union labor M-F

At the completion of the installation and testing, we will provide you with the following:

1. All complete operating manuals
2. Technical operating instructions to your appointed system operator.
3. A one-year warranty on the new equipment and installation of the new equipment against all defects except those caused by misuse or acts of God. This does not cover any existing equipment we are reusing from the existing system. Our warranty starts after the first beneficial usage of the system.

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Supply and install any 120v power, 120V cable, hardware, all backboxes /floor boxes/conduit as required to support this system installation
- Provide final review of this proposal prior to acceptance and start of construction to be certain that the operation of the system meets the needs of the end users.
- Provide coordination with other trades and users of the facility as needed to facilitate the installation of all devices included with this project.
- Provide additional fees for restoration of operation (or) equipment as required for loss of-or equipment damage caused by actions of others whether or not related to work governed by this agreement that prevent the final operation of these systems prior to owner acceptance.
- Provide assistance with system check-out.
- Provide timely return of reviewed shop drawings (if applicable).
- Provide notification and scheduling information in a timely fashion.
- Provide one site contact for facility and system coordination and meetings prior to the start and over the span of this project as requested.
- Provide additional compensation (if necessary) for additional material required to complete this project based on changes made by the owner or end users of the systems.
- Provide required network access, network infrastructure, network setup, data drops, and network connectivity/speed/power to support the system's functionality. Any network related issues are not the responsibility of TEC.
- Provide a PC that is meets the performance requirements outlined by TEC
- Provide all Zoom/Zoom Room licensing required for the project
- General System Maintenance
- Provide uninterrupted access to the workspace from 7am-5pm on days we are scheduled to perform our work.

NOTE: TEC is not responsible for issues arising from structure borne vibrations, customer's lighting, customer's power, or customer's network.

DEPOSIT & PAYMENT TERMS

Thompson Electronics Company requires a 50% deposit upon acceptance, 25% due upon start with the remaining 25% due 30 days from substantial completion. Our

published warranty statement applies to this project. Our full one-year warranty applies to this project. Our terms and warranty statement is incorporated into any agreement made concerning this project and will govern our work. Our standard terms and conditions are included at the end of this proposal or it may be viewed at any time from our web site: www.thompsonet.com. Our warranty covers only the labor and materials that our company supplies and/or installs. Our warranty specifically excludes existing field devices and wiring. System and item price quotes including cable are made for this specific project and are valid for 7 days from the date of this document. Following the stated 7-day time period we reserve the right to re-quote or adjust our prices as necessary.

*NOTE: The price and material information contained in this proposal **does not** include any applicable taxes and may not be considered as binding in any way to Thompson Electronics Company after 7 days from the date of issuance of this proposal. Any programming source code is property of Thompson Electronics and is not included in the cost of this proposal. This proposal, system design, and recommendations within this proposal are the property of Thompson Electronics Company and cannot be used in any way without direct written consent from a representative of Thompson Electronics Company. Pictures shown may not represent actual model number of part described. **All equipment specification sheets are available upon request.***

The TEC Difference -
Expertise. Experience. Quality.

Taking Technology to a Higher Level

Thompson Electronics Company

Audio / Video

Quality

Once assembled all electronics are tested and "burned-in." This "burn-in" process allows us to catch any defective equipment before the on-site installation and assure successful system operation. All material furnished will be new and will conform to the applicable requirements of the Underwriters Laboratories and the National Standards Institute. Care will be taken in wiring as to avoid damage to the cables and the equipment. All joints and connections will be made with rosin core solder and/or with mechanical connectors. Wiring shall be executed in strict adherence to standard broadcast practices. All switches, outlets, connectors, etc. shall be clearly, logically, and permanently marked during the installation.

We will take all precautions as are necessary to guard against electromagnetic hum, provide adequate ventilation, and install the equipment so as to provide maximum safety to the operator. All cable shall be run in the open without the use of conduit and shall be run so that it is as unobtrusive as possible. Raceway shall be utilized for aesthetic purposes where necessary to conceal wiring.

Project Preparation

Your system starts before we begin the on-site installation. A great deal of work is started in our shop. Equipment racks are loaded and terminated, speaker clusters are assembled and painted and digital processing equipment is programmed. Performing this work in a controlled environment assures the system is assembled correctly and according to factory standards. Assembly in the shop also helps to reduce the amount of onsite work required and makes the change-over period much shorter, along with reduced travel and possible overnight expenses.



Experience & Expertise

Thompson Electronics Company A/V representatives are Certified Technology Specialist, CTS, CTS-D, CTS-I and will assist you to provide a comprehensive A/V system that meets your communication needs. They will also work closely with the AV technicians to ensure a quality installation. Our technicians are highly trained and experienced in sound and video installations. Technician certifications include: NICET – technician training to test, troubleshoot and certify all systems for the highest quality performance. C-CEST – Certified Electronics System Technician, this training ensures extensive electronics knowledge and hands on skills.

All technicians are employees of Thompson Electronics Company and are members of the IBEW. Our technicians have successfully installed simple to complex systems and have many years of experience. Thompson Electronics Company is also dedicated to continuing education. Our knowledgeable team has the skills to provide cutting edge technology solutions. Training examples: product specific factory training, loud-speaker rigging standards and advanced sound system installation practices. We are confident that you will be more than pleased with the quality of our work, service and support that we offer.

Electronics Systems

- Design - Project Management - Installation - Service -



Taking Technology to a Higher Level
Thompson Electronics Company

Acceptance:

Tazewell County Courthouse – Camera options for room 101 or 308, ALS – priced per room

Project # 332730PE- tax exempt

- Option #1 – Add 2nd PTZ camera to existing technology system(per room)** \$ 4,650.00ea.
& Installation per listed Terms,
Conditions and Scope of Work
- Option #2 –Add Poly 2 camera codec system (per room)** \$ 24,650.00ea.
& Installation per listed Terms,
Conditions and Scope of Work
- Option #3 –WiFi/RF based Assisted Listening System (per room)** \$ 3,895.00ea.
& Installation per listed Terms,
Conditions and Scope of Work

Proposal total accepted: (Please total the items selected and indicate here) \$ _____
--

I am authorized to accept this proposal from your company. I have read this proposal and understand the function of the system, scope of work, terms. I agree with and accept all aspects of this proposal being offered by Thompson Electronics Company. I have indicated the base proposal being accepted above as well as those options that we desire added to the base proposal. I understand that materials and options offered in this proposal are offered as part of a total proposal and may or may not be purchased for the prices listed outside of this proposal. I understand that all price quotes made in this proposal are limited to this proposal and may expire 7 days from the date this proposal is made. I understand that this installation will in no way correct any existing defects of the existing systems and that further or additional labor and materials may be required to correct pre-existing system problems (at an additional cost). On signed receipt of this page Thompson Electronics Company will begin drawings, order material if/when directed and contact the indicated representative for project scheduling.

I accept this proposal and the terms and conditions expressed therein: _____

Date: _____ By: _____

Purchase Order (if required): _____

(To accept this proposal please sign and email all pages to carl.howell@thompsonet.com)

TERMS AND CONDITIONS OF SALE

Thompson Electronics Company

905 South Bosch Road • Peoria Illinois 61607 • www.thompsonet.com
voice 309.697.2277 • fax 309.697.3337 • License # 127-000536

1. CONTRACT PRICE Buyer shall pay Thompson Electronics Company for the performance of the work, subject to the additions and deductions by Change Order, the agreed upon Contract Price. Prices are valid only up to the validity date of the quotation or 7 days unless stated otherwise.

2. PROGRESS PAYMENTS Based upon requests for payment submitted by Thompson Electronics Company, buyer shall make monthly progress payments on account of the Contract Price to the contractor based upon the value of stored materials and the work completed each month. If necessary, request for progress payment submitted to buyer by Thompson Electronics Company shall be accompanied by a Contractor's Sworn Affidavit and fully executed lien waivers from all subcontractors for whom payment is being requested by Thompson Electronics Company.

3. PAYMENT TERMS Payment terms to buyers of satisfactory credit are: NET 30 Days from Date of Invoice. Payment should be sent to "remit to" address on invoice. Delinquent invoices or portions thereof are subject to a service charge of 1.5% per month until paid (or the legal maximum allowable in the Buyer's state.) Overdue and delinquent account balances are subject to being placed for collection. Buyer shall pay all expenses incurred including collection fees, court costs, and reasonable attorney fees. If Buyer's account is overdue, Buyer agrees that Thompson Electronics Company may offset the account balance or any portion thereof against any funds due Buyer by Thompson Electronics Company. Orders from corporations to be shipped on open account must be confirmed with written purchase orders. All shipments are FOB Peoria, Illinois. Prepay Terms: New customers without previous history with Thompson Electronics Company, must pay by wire transfer, certified check, credit card or cash for product needed to be shipped immediately. New Buyers may pay by a personal or buyers check, but the order may be held for a period of up two weeks for check clearance. Established buyers will have orders processed immediately. A credit application on file will be very helpful in expediting orders whether on account or COD, and we request that all buyers fill one out for us as soon as possible even if they intend to deal on a COD basis. *VISA/MC Buyers:* Customer may choose to pay account balances or for orders placed by using visa or MasterCard. Please contact our office in advance of order for details. *COD Terms:* COD's for up to \$300.00 can be paid by company check. For invoicing exceeding \$300.00, Thompson Electronics Company requires payment by cash or certified check, until a Buyer has established a good payment history with Thompson Electronics Company. Orders for custom fabricated materials are accepted as prepaid orders only and not subject to cancellation.

4. TAXES Thompson Electronics Company's prices are exclusive of brokerage fees, duty or taxes of any type unless specified and noted otherwise. Any taxes of any type applicable to any purchases from Thompson Electronics shall be borne by the Buyer. Buyer shall provide Thompson Electronics Company with a current tax exemption certificate acceptable to the taxing authorities in the state, province or nation in which the merchandise is to be delivered, if said purchase is tax exempt. It is the buyer's responsibility to report the tax status to Thompson Electronics Company of any purchase made here in. All tax liability and the duty to pay such taxes shall be the Buyer's responsibility.

5. TITLE passes from Thompson Electronics Company to the Buyer and risk of loss is borne by the Buyer when product is delivered to the carrier at the FOB point stated herein. All reports of, and claims for damage resulting from or incurred in transportation must be filed with carrier by Buyer.

6. LIMITED WARRANTY UNLESS WRITTEN OR SPECIFIED OTHERWISE, OUR WARRANTY IS AS FOLLOWS:

Material only Purchases (Includes projects where Thompson Electronics Company provides final termination labor only.)

The warranty period is one year from date of final invoice, unless stated differently by the manufacturer. This warranty does not cover after hour emergency service calls. The buyer is responsible for removing and reinstalling material suspected to be defective and incurs all expenses thereof. Prior to returning material, the buyer must obtain a return authorization from Thompson Electronics Company. Shipping must be prepaid.

There will be no equipment repair charge, other than shipping charges, and service labor (if on-site labor is required) for material determined by the manufacturer to be defective from the factory. Thompson Electronics Company will go to the buyer's location for diagnosis or problem inspection of material suspected to be defective if requested. Service labor rates will apply. Thompson Electronics Company's obligation under this warranty is limited to the repair or replacement of defective material. Thompson Electronics Company will not be responsible for subsequent damages resulting from the defect in the material. This warranty does not cover material, which has been damaged by acts of nature, accident, abuse, misuse, or has been improperly stored, installed, or serviced.

7. Material and Installation Purchases (Does not include projects where Thompson Electronics Company makes only final connections at panels or final checkout of system. See warranty for material only purchases.) The warranty period is one year from date of final invoice, unless stated differently by the manufacturer. This warranty does not cover after hour's emergency calls. Installations made by Thompson Electronics Company are warranted for one year from date of final invoice. It is the buyer's responsibility to notify Thompson Electronics Company of problems relating to the proper installation of the material within one year. Should the buyer elect to remove suspected defective material himself, a return authorization is required prior to returning equipment to Thompson Electronics Company. There will be no repair charge, other than shipping charges, for material determined by the manufacturer to be defective from the factory. Thompson Electronics Company's obligation under this warranty is limited to the repair or replacement of defective material. Thompson Electronics Company will not be responsible for subsequent damages resulting from the defect in the material. This warranty does not cover material, which has been damaged by acts of nature, accident, abuse, misuse, or has been improperly stored or serviced.

8. BUYER'S PURCHASE ORDER – CONFLICT OF TERM In the event the Buyer shall submit purchase orders and the written terms of which are at variance or conflict with the terms and conditions of sale contained herein, such purchase order terms shall have no effect to the extent that they may conflict and the Thompson Electronics Company terms and conditions of sale shall prevail.

9. DELIVERY Deliveries shall be subject to and contingent upon timely receipt of order by Thompson Electronics Company, together with Buyer qualification of credit requirements, and Thompson Electronics Company shall not be liable for failure to meet required delivery due to credit clearance requirements, or causes beyond its control, including without limitation, unavailability of product from Thompson Electronics Company's source of supply, strikes and other labor difficulty, riot, war, fire, delay or default of common carrier, or other delays beyond Thompson Electronic Company's reasonable control. Unless otherwise instructed, Thompson Electronics Company will choose the most economical means and routing consistent with the requirements and type of product involved. Goods are packed for shipment in accordance with standard commercial practice of Thompson Electronics Company

10. DISCREPANCY CLAIMS – FAILED DELIVERY CLAIMS Merchandise is shipped FOB shipping point and risk of loss due to damage or shortage or non-delivery due to carrier fault lies with the Buyer. All claims for damage or shortages should be made by Buyer upon receipt of material and filed with the carrier handling the shipment. Claims stemming from discrepancies between invoiced descriptions or quantities and actual product received by Buyer due to error by Thompson Electronics Company must be made in writing thirty (30) days of invoice date. Any such claim not presented within the time limit specified will be waived and actual delivery of invoiced descriptions or quantities will be conclusively presumed. Any Buyer who wishes to dispute a delivery of merchandise may make written request upon Thompson Electronic Company for carrier's proof of delivery within thirty (30) days from date of invoice. Failure by Buyer to request such proof of delivery within the 30-day time period will result in a waiver of Buyer's right to raise the issue of delivery and thereafter delivery will be conclusively presumed.

11. RETURNED MATERIAL No product or equipment of any kind shall be returned without prior approval and specific shipping instructions from Thompson Electronics Company. No returns are permitted on custom ordered material.

12. RESTOCK CHARGE Unless otherwise agreed, a restock charge will be assessed upon the return of products because of buyer ordering error or when the product has suffered damage while in buyer's possession, or late cancellation of order, custom ordered, or when assessed by the manufacturer.

13. ALTERATION OF TERMS AND CONDITIONS No alteration or waiver of the terms contained herein shall be effective unless such authorization or waiver is in writing signed by a duly authorized Thompson Electronics Company officer.

14. PRESUMPTION AS TO AUTHORITY OF BUYER'S PERSONNEL Thompson Electronics Company assumes and is entitled to rely upon the apparent authority of all Buyer's employees and agents in placing orders under Buyer's account.

15. CHANGE OF BUYER'S NAME OR ADDRESS; REORGANIZATION Buyer hereby agrees to notify Thompson Electronics Company's Credit Department in writing of any changes of name or address, or of any corporate reorganization or change of ownership, or a change of name or location of the Buyer. All Agreements made and in force with previous owners, partners or business units shall remain intact until formally cancelled. All obligations of the previous ownership shall be borne by the new ownership.

16. ACCEPTANCE OF SALES ORDERS All sales are subject to acceptance and no sales are final until accepted by Thompson Electronics at its principal place of business: 905 South. Bosch Road, Peoria, Illinois.

17. ASBESTOS/HAZARDOUS WASTE Nothing in this Agreement shall impose liability on Thompson Electronics Company for claims, lawsuits, expenses or damages arising from or in any manner related to, the exposure to or the handling, manufacture or disposal of, asbestos, asbestos products or hazardous waste in any of its various forms, as defined by the EPA. The Buyer shall indemnify and hold harmless Thompson Electronics Company from all claims, damages, losses and expenses, including attorney's (s') fees arising out of or resulting there from.

18. LIABILITY LIMITATIONS AND FORCE MAJEURE a.) Apart from any other terms herein limiting Thompson Electronics Company's liability, Thompson Electronics Company in no event shall be liable to buyer for any incidental, indirect, consequential, punitive or special damages relating in any manner of buyer's purchases from Thompson Electronics Company, or any other aspect of the parties' business relationship, even if advised of the possibility of same by the other party. b.) Apart from any other terms herein excusing Thompson Electronics Company's performance, Thompson Electronics Company shall be excused from any failure or delay in performance, if caused in whole or in part by a "force majeure", which shall include any inability to obtain materials (finished or otherwise) from usual sources of supply, transit failure or delay, labor disputes, governmental laws, orders or restrictions, fire, flood, hurricane or other acts of nature, accident, war, civil disturbance, or any other cause(s) beyond Thompson Electronics Company's reasonable control. The time within which Thompson Electronics Company may timely perform shall be extended during the entire period of any force majeure. c.) The Buyer agrees to limit Thompson Electronics Company's liability to the Buyer and to all construction contractors and subcontractors or other parties on the project due to Thompson Electronics Company's professional negligent acts, errors or omissions such that the total aggregate liability to all those named shall not exceed Thompson Electronics Company's total fee for services rendered under this Agreement. d.) Thompson Electronics Company's liability shall further be limited to liability for its own and sole negligence, errors or omissions alone, and not for any actions by others of or in conjunction with others, including architects, individuals, buyer's representatives, construction contractors or sub-contractors; and Thompson Electronics Company shall have no joint or several liability with any such parties, regardless of such parties' insured status and ability to satisfy claims, and Buyer agrees to hold Thompson Electronics Company harmless against such joint or several claims.

19. REUSE OF DOCUMENTS all documents including drawings and specifications furnished by Thompson Electronics Company pursuant to this Agreement are instruments of services in respect to the project. They are not intended or represented to be suitable for reuse by the Buyer or others on extensions of this project on any other project. Any reuse without specific written verification or adaptation by Thompson Electronics Company will be at Buyer's sole risk and without liability or legal exposure to Thompson Electronics Company and Buyer shall indemnify and hold harmless Thompson Electronics Company from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle Thompson Electronics Company to further compensation. All proposal documents and drawings represent intellectual property originated and developed by Thompson Electronics Company. Any use of these documents other than as named by Thompson Electronics Company may be considered as theft of intellectual property and may result in legal action against those converting said property.

20. CANCELLATION/TERMINATION Following acceptance by Thompson Electronics Company, the Buyer's purchase order may only be cancelled or shipments delayed with the consent of Thompson Electronics Company. Should Thompson Electronics Company consent to a

request by the Buyer to stop work or to cancel the whole or any part of an order, the Buyer shall make payments to Thompson Electronics Company as follows: a.) Any and all work that can be completed within ten (10) days from date of notification to stop work on account of cancellation shall be completed shipped and paid in full. b.) For work in process, any materials and supplies procured or for which definite commitments have been made by Thompson Electronics Company in connection with the order. c.) Buyer shall pay Thompson Electronics Company fees for all services rendered to the date of termination and later dates as related to such cancellation, and further pay all expenses including engineering labor, site labor, and shop labor and reimbursable termination expenses, including freight, handling, material restocking charges and reasonable attorney's fees and costs.

21. MISCELLANEOUS This document shall be governed by the laws of the State of Illinois. In the event that any part of this document is held invalid by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

22. FORUM FOR DISPUTES Any litigation which buyer may desire to institute against Thompson Electronics Company relating directly to any business dealings between the parties must be filed before a court of competent jurisdiction in Peoria, Illinois. Buyer consents irrevocably to the jurisdiction of the Peoria County or Federal Courts over its person in the event that Thompson Electronics Company elects to institute litigation against buyer in Illinois relating to any such matters. In such event, service of process may be made by certified mail, air courier, or any other method permitted under Illinois Law.

23. EXECUTION This agreement is considered in force when agreement to purchase has been made by the Buyer and accepted by Thompson Electronics Company.



We have prepared a quote for:

Tazewell County Government

**AOIC Grant 2024 - Third Floor Cabinet Rack (Courthouse) &
Scanners / Switches**

Quote # ME010613EP Version 1

Prepared by:

Matt Eppel

Engineered by:

Bob Pulst

Structured Cabling

Description	Qty
3rd Floor Cat6 Cabling (170 drops)	1
3rd Floor Cabling Labor	1
Labor to Demo Existing Cable	1
Rework and Replacement of 3rd Floor Rack	1

Document Scanners

Description	Qty
Ricoh Fi-8170 - Document Scanner - Dual CIS - Duplex - - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2"	30
Ricoh Fi-8190 - High Volume Document Scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 90 ppm (mono) / up to 90 ppm (color) - ADF (100 sheets) - up to 13000 scans per day - Gigabit LAN, USB 3.2 Gen 1"	1

Ruckus Switches

Description	Qty
Ruckus ICX8200 Switch - 8 x 10/100/1000 Mbps 802.3at Class 4 PoE (124W)	3
Ruckus ICX8200 Switch - 24 x 10/100/1000Mbps. Class 4 PoE, 370W budget. 4 x 1/10/25GbE SFP28	1
Ruckus Switch Management License for Virtual SmartZone Controller	4
Ruckus Power Cord for ICX Switch	4
Ruckus 10GbE Direct Attach SFP+ to SFP+ Active copper cable, 5 meter	3



AOIC Grant 2024 - Third Floor Cabinet Rack (Courthouse) & Scanners / Switches

Prepared by:

Heart East Peoria
 Matt Eppel (309)
 427-7267
 meppel@heart.net
 3105 N Main St.
 East Peoria, IL 61611

Prepared for:

Tazewell County Government
 Greg Pollard
 (309) 478-5843
 gpollard@tazewell-il.gov
 101 S. Capitol
 Pekin, IL 61554

Quote Information:

Quote #: ME010613EP
 Version: 1
 Delivery Date: 01/08/2024
 Expiration Date: 02/09/2024

Quote Summary

Description	Amount
Structured Cabling with installation	\$386,650.00
Document Scanners with installation	\$43,356.92
Ruckus Switches with installation	\$9,349.69
Total:	\$439,356.61

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$219,678.30
30% on Receipt of Materials	1	One-Time	\$131,806.98
20% on Completion	1	One-Time	\$87,871.32

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$219,678.30

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Heart East Peoria

Signature: _____
Name: _____
Title: _____
Date: _____

Tazewell County Government

Signature: _____
Name: _____
Title: _____
Date: _____

Statement of Work

Customer Responsibility

This job will not be taxable. Customer shall provide tax-exempt certificate.

Provide adequate space for equipment in an environment suitable for the required equipment

Provide open access to all wiring closets, panels and work areas.

Provide 110v power as needed to support the network switch and Fujitsu Scanner installation.

The Network Switching project assumes:

- All network cabling is in place, is in good working order, and meets or exceeds the requirements of the network switches in this proposal.
- Power over Ethernet (PoE) is sufficient for the customer's project. The PoE budget is listed per switch in the product description. □ Existing LAN configurations are already in place (i.e. VLANs, DHCP Scopes, Firewall Rules, etc.)

Administrative credentials, hostnames, IP addresses, and other network details shall be supplied by the customer during discovery and planning session(s).

Heart Technologies, Inc., Responsibility

Labor is included to configure, install, and test the equipment itemized in this proposal.

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials, Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____

Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on a percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc.
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis. 13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.
15. This agreement, and any issues arising in connection with it, shall be governed by, and construed in accordance with, the laws of the State of Illinois.
16. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and all previous negotiations and agreements, representations and warranties, written or oral.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.



Scanics
Don Mapes – Managing Partner
dmapes@scanics.com
217-369-7730

Case File Scanning & Microfilm Conversion Proposal January 5, 2023

Company Name	Contact Person	E-mail			
TAZEWELL COUNTY CIRCUIT CLERK OFFICE	Cyndi Bundy	cbundy@tazewell.com			
Street	City	St	Zip Code	Telephone	
342 Court Street, #204	Pekin	IL	61554	(309) 477-2214	

Introduction

Hi Cyndi,

Thank you for your time and the information about your case files and microfilm. As we discussed, Scanics has reviewed the notes regarding the records that you had shared with me. Scanics has prepared the following proposal for TAZEWELL COUNTY CIRCUIT CLERK OFFICE.

Please find the attached Scanics proposal for the case file scanning and microfilm conversion. The following proposal and documentation illustrates Scanics' capabilities and provides an explanation of our response to your request for proposal.

Please note, if you choose Scanics to complete your scan project, Scanics will partner with SC Strategic Solutions (SCSS) in order to complete the project. Like Scanics, SCSS has been in business successfully supporting our customers for more than (20) years. Scanics will be working jointly with SC Strategic Solutions to complete all the production work including the conversion of the paper files and the storage of the paper documents. Scanics will be overseeing the entire project, and will take full responsibility for the accuracy and the quality control of the document conversion, file naming and storage processes.

Our comprehensive scanning services and electronic document management software has helped organizations like TAZEWELL COUNTY CIRCUIT CLERK OFFICE to increase allocation of space, decreased costs and improve overall productivity. Since its inception, Scanics has been committed to providing products and services of superior quality and value aimed at improving the way our clients operate. Our scanning experts will help you establish a fast, efficient process for the conversion of existing paper to digital archives, increasing access and reducing onsite storage and costs. Using our proprietary Day Forward Scanning process, we will convert the records to images in order to streamline workflows, improve productivity, safeguard business intelligence and maintain compliance.

Additional important considerations in the selection of a document imaging vendor that differentiates SCANICS from other potential offerings include:

- Support before, during and after project implementation
- Thorough understanding of federal and state guidelines
- Highest level of security (including HIPPA, FERPA, and SOPPA) and meets all government and industry standards
- CDIA+ (Certified Document Imaging Architect) Certified staff
- Company's proven history and track record (Our client base includes over 1,000 clients). In addition, Scanics offers an all-inclusive price, with no hidden/variable fees (this allows the client to protect itself against inflated fees that it has no control over such as hourly prep or indexing charges by the character or line)
- Insured to \$2MM

Executive Summary

Thank you for the opportunity to present this Scanics Document Imaging Proposal to **TAZEWELL COUNTY CIRCUIT CLERK OFFICE**. Upon your approval of this Scanics proposal, Scanics would schedule the pickup of the case files.

Scanics will provide boxes and will box up the case files. Upon your approval, Scanics will pick up the court case files in (1) trip.

Scope of Work

- Scanics will be responsible for providing boxes and boxing up the case files and the microfilm.
- The case files are mostly 8.5"x11" paper in size. The case files may include staples, and paper clips, and the case files are single-sided and two-sided pages. The case files are type-written and printed in black and white. The case files do not include any oversize documents or blueprints.
- The case files are inserted into 11"- folders and binders.
- The case files consist of a total estimated (1,870) linear feet of case files on (641) 35"-shelves.
- Scanics is estimating that the case files will require approximately (1,651) boxes used for boxing up the case files.
- Scanics will remove all the staples, remove the paper clips, and move any post-it notes in order for all the text on the pages to be readable.
- All the case files will be scanned in black and white.
- All of the pages in each folder will be scanned as a multi-page PDF file.
- Scanics will name each of the PDF files using the name on the tab of each folder.
- Also included are (2,113) 16mm microfilm reels.
- Each reel has an estimated (6,000) images per reel.
- The total estimated number of images on the reels is (12,678,000) images that Scanics will convert to PDF files.
- Scanics will also provide boxes and box up all of the microfilm reels.
- Scanics will enable TAZEWELL COUNTY CIRCUIT CLERK OFFICE to access the scanned case files and PDF files from the converted microfilm during the time period that the project is being completed.
- Scanics will scan/convert the case files and upload the PDF files into a software database solution called SCView at **no additional charge**. Scanics will store the PDF files in this proposed software **at no additional charge for up to 2 years** from the start of the project.
- At the end of the 2 year time period, Scanics will download all of the PDF files to a hard drive upon request for file delivery.
- Tazewell County may request documents in the case files during the time period that Scanics is holding and scanning the case files.
- After scanning and naming the files, upon written approval received from TAZEWELL COUNTY CIRCUIT CLERK OFFICE, Scanics will SHRED the paper case files and destroy the microfilm.
- During the scanning process, Scanics will store and secure the case files in our on-site secure box storage within the Scanics office. The contents of the files will be kept confidential.
- All Scanics employees working on this project are required to sign confidentiality agreements. TAZEWELL COUNTY CIRCUIT CLERK OFFICE will receive a copy of all the signed confidentiality agreements upon request.

Security and Confidentiality

Scanics acknowledges that the performance by Scanics and the responsibilities, which are described and enumerated in this Proposal, will require Scanics to receive private and confidential information concerning Tazewell County project files and ("Confidential information"). Scanics agrees that such Confidential Information will not be disclosed by Scanics, or by any individuals who are employed by Scanics or who are otherwise retained or engaged by Scanics to perform any of Scanics' responsibilities under this Proposal, to any person or entity not directly involved in the performance of such responsibilities.

Scanics File Storage and Confidentiality

Paper File Storage

- When Scanics picks up the boxes of case files, the boxes are accounted for and recorded.
- Each Scanics employee is required to sign a confidentiality agreement for access to the boxes of case files. The customer may request copies of the signed confidentiality proposals for each Scanics employee, and Scanics will email copies of each of these signed proposals to the customer.

Document Destruction

- After scanning and naming the files, upon written approval received from TAZEWELL COUNTY CIRCUIT CLERK OFFICE, Scanics will SHRED the paper case files and destroy the microfilm.

Technical Specifications

Conversion Process

Scanics Receipt of Boxes

- The boxes will be transferred to a holding area to await preparation. Contents of the boxes will be verified during preparation, and any discrepancies will be reported to TAZEWELL COUNTY CIRCUIT CLERK OFFICE.

Preparation of the Case Files for Scanning

- Scanics will perform the following actions to prep the project files for scanning and indexing:
- Remove all staples.
- Unfold multi-page forms so as not to destroy any information.
- Insure that the file naming convention is correct for indexing purposes.

Scan Parameters

- All pages are scanned at 200 dots per inch (DPI), in black and white.
- All photos will be scanned in bitonal mode.
- All pages are scanned in duplex mode.
- Any blank image below 1000 bytes will be auto-deleted.
- Image De-skew will be enabled.

Scan the Case Files

- Project files that have passed the preparation stage are moved to imaging technicians.
- Imaging technicians perform the following functions:
 - Clean scanner at the start of the shift plus as needed during scan process.
 - Calibrate scanner to manufacturer specifications.
 - Test operation of scanner functions to ensure quality control.
 - Scan settings are to be as follows:
 - All pages scanned in duplex mode.
 - All blank pages below 1000 bytes will be dropped.
 - 100% of images will be viewed by imaging technician to ensure scan quality, however Scanics cannot guarantee 100% accuracy of scanned project files .

- Quality criteria is established as follows:
 - All pages will maintain good contrast and image quality to create the best possible image from the source document.
 - Colored or shaded backgrounds will be removed and all text will remain readable.
 - All pages will be scanned in black-and-white with the exception of the following:
 - Dark background originals, which cannot be lightened, may be scanned in grayscale to maintain readability.
 - Project files deemed difficult by the scanner operator may be scanned in grayscale or color to maintain readability.
 - Information within 0.1" of all edges will be scanned. Information outside this area may be cropped. Examples would be handwriting that runs off the edge of the page, or photocopied project files that are skewed.
 - Post-it notes will be moved to a second page if found to be covering data.
 - Small items that have been taped to larger pages on all edges by Tazewell County staff will not be removed or checked for hidden data.
 - All scanned images are reviewed for possible double-feeds, mis-feeds, and scan quality problems. Scanics cannot guarantee 100% accuracy of scanned equipment manuals.

Quality Control - Verification

All scanned images are reviewed for possible double-feeds, mis-feeds, and scan quality problems. Scanics cannot guarantee 100% accuracy of scanned project files.

Scanics Background

SCANICS and SCSS have over (20) years of successful professional service experience in regards to consulting and software development. At SCANICS, we have successfully provided software and electronic workflow solutions to over 1,000+ entities. We have honed our processes and skills to cater to the specific business needs of clients and our expertise lies in clearly understanding the business goals of our customers, choosing the most appropriate technology and efficiently designing and developing solutions that cater to the business needs identified.

EXCEPTIONAL EXPERIENCE

Over 1,000 entities utilize our document management solution to store their records.

We pride ourselves on doing what's right and putting our customer's best interest first. We are devoted to advancing our people, customers, industry, and community in the goals that will help better them in the future and make them more flexible to changes that take place within and outside of their organization. These are the principals that have helped our company grow to over (120) employees, including (51) professional scanners, (10) dedicated support team members, and (10) dedicated internal programmers on staff.

Over the last (20) years we have helped hundreds of clients go paperless and have assisted them with their records retention policies. We have worked with state revised codes and have strong foundational knowledge of both state and federal guidelines related to document imaging. Our experience has allowed us to scan more than 500,000,000 pages each year for our customers and has allowed us to develop customized solutions to meet their unique requests and needs.

Other Information

SCANICS has demonstrated experience. For example, we are working KENTUCKY FARM BUREAU in Louisville, KY that is a project similar to the scope outlined in this proposal. As part of the project, SCANICS and SCSS picked up and inventoried approximately (48,000,000) pages consisting of claim files. We then provided comprehensive scanning and indexing of all of the records into our **SCView Document Management Solutions Software for access to any record within 10 seconds or less.**

As previously mentioned, SCANICS currently works with hundreds of government entities and has developed extensive experience in picking up and processing records while developing electronic processes to assist with document management and workflows. An overview of our SCView Document management solution is provided in our capabilities section below.

Our references demonstrate the quality of our working relationships with our clients. We receive frequent accolades from our clients in part due to SCANICS's unique "high touch" approach. Our dedicated support team provides support via phone, email, or web chat. Additionally, our support team utilizes various tools to support our customers such as a screen share application that allows them to see and troubleshoot the exact issue a user is encountering.

We have the experienced team. Our management team averages 20 years of scanning and indexing experience and our scanning and indexing clerks work with hundreds of millions of documents. Because of this, our associates really know and understand what types of files they are scanning. Whether it is a personnel file or any type of document, through their experience and lessons learned on each contract, we are able to maintain exceptional quality and accuracy.

Processes

SCANICS has proven processes. We have developed proven processes honed over 20 years working on hundreds of similar projects and have built upon multiple quality steps and checks. SCANICS employs a development team of (10) programmers that have years of experience customizing our SCView document management database to meet our client's needs. This will benefit TAZEWELL COUNTY CIRCUIT CLERK OFFICE by allowing for an easier conversion to our system. Our development team can assist with integrating and automating the indexing of digital records with data connections to the ERP system where possible. Our team has worked with many systems in the past and our solutions allow for easy integrations with other solutions. With respect to TAZEWELL COUNTY CIRCUIT CLERK OFFICE's records, we have built integrations with many solutions in the past and would consult and assist with the development of integrations based on the needs of TAZEWELL COUNTY CIRCUIT CLERK OFFICE. As we have our own development team and our solutions provide for integrations, we are confident we can meet the needs and goals of TAZEWELL COUNTY CIRCUIT CLERK OFFICE based on our experience working with over 1,000+ clients in the past.

EXCEPTIONAL EXPERIENCE

*SCANICS has experience
converting files paper and
electronic files into our SCView
Document management software.*

SCANICS will work with TAZEWELL COUNTY CIRCUIT CLERK OFFICE to set up appropriate users, groups, and permissions based on TAZEWELL COUNTY CIRCUIT CLERK OFFICE input, requirements, and any active directories. SCANICS also use Single-Sign-On technology within our SCView document management solution. The below screen shot shows the login screen to SCView which has the option for Microsoft or Google Single-Sign-On functionality.

Document Requests. All records request while the scanning process is ongoing will be processed within 24-48 business hours. TAZEWELL COUNTY CIRCUIT CLERK OFFICE will make a request to SCSS via email or phone call and the record is then pulled, digitized and returned back to TAZEWELL COUNTY CIRCUIT CLERK OFFICE via email transport or via the SCView platform.

Human and Facility Security. SCSS executes full national criminal background checks on all staff whether working on TAZEWELL COUNTY CIRCUIT CLERK OFFICE project or in another capacity at SCSS. We take security very serious at SCSS. SCSS services comply with all federal, state, and local regulations.

We have incorporated the following (✓) measures to protect your materials to be processed and ensure the privacy and security of your data while working with SCSS on your project.

- ✓ Security Pass Keys are necessary to enter/exit the SCANICS/SCSS Conversion Center and the building it resides in.
- ✓ SCANICS/SCSS uses Circle Security with glass break, motion sensing, entry breach and 24-hour monitoring security features. Video cameras and audio recording are in place at building entry points (inside & out), sensitive areas and in the Conversion Center.
- ✓ Entry into our facility is only permitted by SCANICS/SCSS trusts and officially accompanied visitors. Visitors are required to sign in, including name, company name, address and phone number.
- ✓ Climate controlled Conversion Center with sprinkler systems are deployed at SCANICS/SCSS.
- ✓ SCANICS/SCSS trusts must pass criminal background checks prior to hiring.
- ✓ No cell phones or cameras are allowed in the SCANICS/SCSS Conversion Center.
- ✓ All Data will be encrypted and have access limited to the Technical Manager.

Scanics Production Process

Scanics and SCSS team will perform the following:

1. Schedule a kick-off meeting with TAZEWELL COUNTY CIRCUIT CLERK OFFICE to schedule the start date and map out the project timeline of events.
2. Our team will work with TAZEWELL COUNTY CIRCUIT CLERK OFFICE to set up access and correct user rights to the SCView document management solution and train all staff as required. (Training is usually quick due to the intuitive nature of the SCView software)
3. Our team will produce production samples for TAZEWELL COUNTY CIRCUIT CLERK OFFICE to review.
4. Scanics will review the production sample with TAZEWELL COUNTY CIRCUIT CLERK OFFICE team to ensure complete compliance with the intended deliverables.
5. Scanics will begin production, to include the auditing, naming/indexing by record and document type (where required), internal quality assurance check, and finally making digitized records available for TAZEWELL COUNTY CIRCUIT CLERK OFFICE the SCView platform.
6. Scanics will load the final PDF files onto the SCView platform for immediate access for TAZEWELL COUNTY CIRCUIT CLERK OFFICE authorized users.
7. TAZEWELL COUNTY CIRCUIT CLERK OFFICE and Scanics will review and ensure all files are accessible via the SCView document management platform.
8. Scanics provides a (1) year warranty on all digitized records.
9. Scanics will provide a certificate of destruction to TAZEWELL COUNTY CIRCUIT CLERK OFFICE for any destroyed documents that are to be securely destroyed after scanning and review of images by TAZEWELL COUNTY CIRCUIT CLERK OFFICE.

Scanics Pricing

Total Price: \$678,100

- The paper case files include a total estimated (1,870) linear feet of case files on (641) 35"-shelves.
- Includes up to (12,678,000) images
- Scanics will provide boxes and box up the paper case files in the folders. Included
- Scanics will transport the boxes of case files to the Scanics office to be scanned Included
- Includes all prep work completed such as staple and paperclip removal and binding Included
- Scanics will scan/convert the case files and upload the PDF files into a software database solution called SCView. Scanics will store the PDF files in this proposed software at no additional charge for up to 2 years from the start of the project. Included
- Includes PDF file indexing and upload of the files into SCView Included
- As requested, OCR is not included.
- Includes (2,113) 16mm microfilm reels to be scanned and converted to PDF files. Included
- Each reel has an estimated (6,000) images per reel.
- The total estimated number of images on the reels is (12,678,000) images.
- Scanics will also provide boxes and box up all of the microfilm reels. Included
- At the end of the 2 year time period, Scanics will download all of the PDF files to a hard drive(s) or requested media upon file delivery request. Included
- After scanning and naming the files, upon written approval received from TAZEWELL COUNTY CIRCUIT CLERK OFFICE, Scanics will SHRED the paper case files and destroy the microfilm. Included

SCView Document Management Software Overview

SCView Document Management Software– Scanics will provide a cloud-based end user software module providing retrieve, view, and edit of all scanned/indexed documents. Access to the software is administered by a Scanics manager or designated TAZEWELL COUNTY CIRCUIT CLERK OFFICE personnel. SCView enables different user rights to be assigned to different users individually, by group, department or globally. For example, if a user has the appropriate rights, they can open a document, redact the social security number and email it to a requester. Within SCView, there are various levels of security built in to ensure your information is as secure as it is accessible.

SCView Imaging System provides additional benefits with:

- No purging/archiving due to unlimited storage of images provided.
- Standard TIFF images utilized for importing/exporting images.
- Remote access capabilities for off-site locations.
- Ability to process multiple data feeds from other systems for viewing.
- Unlimited grouping feature for easily managing large amounts of data.
- Auto log off (time based).
- Ability to edit indexed data.
- Split screen functionality.
- Ability to find any document within database in 10 seconds or less.
- Ability to access records and workflows via mobile devices for approved users

When new upgrades to the software become available to the CORE system, they will be provided at no charge. These upgrades are for additions to the CORE system. Any customized software developed at the request of the customer may incur programming fees (this will be done in writing).

SCView started as a document management software for government entities and has evolved overtime based on the requests of our (1,000+) clients. Due to this fact, SCView is highly customizable and able to store all types of records TAZEWELL COUNTY CIRCUIT CLERK OFFICE may require now and in the future. Specific departments, document types, and indexes for searching records are all customizable based on TAZEWELL COUNTY CIRCUIT CLERK OFFICE preferences.

COMMITTEE REPORT

F-24-07

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the purchase of Microsoft Server 2022 OS licenses with three-year software assurance; and

WHEREAS, new server licensing is necessary to implement technology upgrades; and

WHEREAS, the pricing is provided through a Cooperative Purchasing Agreement; and

WHEREAS, the cost is estimated not to exceed one hundred thirty thousand dollars (\$130,000); and

WHEREAS, one hundred thousand dollars (\$100,000) is authorized to be paid through the Local Assistance and Tribal Consistency Grant Fund, and the remaining costs will be paid out of the IT General Fund budget.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance Office, Treasurer, Network Administrator, and the Auditor of this action.

PASSED THIS 28th DAY OF FEBRUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County’s Human Resources Committee recommends to the County Board to approve a Performance of Recovery Services Addendum with The Phia Group, LLC and Consociate; and

WHEREAS, The Phia Group will handle recovery matters, including subrogation, overpayment recovery, and other recovery collection activities; and

WHEREAS, The Phia Group will retain twenty-five percent (25%) out of any sum recovered regardless of the manner of recovery, as its fee; and

THEREFORE BE IT RESOLVED that the County Board approve the recommendation.

BE IT FURTHER RESOLVED, the County Board authorizes the County Board Chairman to sign all documents relating to this agreement.

BE IT FURTHER RESOLVED, that the County Clerk notifies the County Board Office, Human Resources, Payroll, and the Auditor of this action.

PASSED THIS 28th DAY OF FEBRUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**BUNDLED SERVICES AGREEMENT –
PARETO CAPTIVE SERVICES, LLC CLIENTS**

This Bundled Services Agreement (the “Agreement”) is effective 12/1/2023 (the “Effective Date”), by and between The Phia Group, LLC and its affiliates (collectively, “The Phia Group”), and Tazewell County (“Client”). The Phia Group and Client may be referred to in the singular as “Party” or in the plural as “Parties.”

WHEREAS, The Phia Group is a provider of Independent Consultation and Evaluation (“ICE”) services , and Plan Drafting services (collectively, the “Phia Services”); and

WHEREAS, Client seeks to utilize the Phia Services per the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

I. Phia Services

a. Independent Consultation and Evaluation (“ICE”) Services

1. *Key Terms.* Definitions provided in Exhibit I:

- i. Consultation/Consultative Services
- ii. Gap Free Review
- iii. Participant
- iv. Phia Certification
- v. Plan
- vi. Plan Document

2. *Responsibilities of The Phia Group*

- i. Upon Client’s written request (email is sufficient), The Phia Group shall provide case-by-case Consultative Services to Client. The Phia Group shall have discretion to determine whether an item referred by Client falls within the applicable scope of the ICE services.
- ii. Upon Client’s written request (email is sufficient), once a year, The Phia Group shall perform one (1) Gap Free Review on behalf of Client.
- iii. Upon Client’s written request (email is sufficient), once a year, The Phia Group shall perform a Phia Certification for each of Client’s eligible Plan Document(s).
- iv. The Phia Group will issue its consultative responses to Client’s requests, within a reasonable timeframe and pursuant to reasonable deadlines.

b. Plan Document Drafting Services

1. *Plan Document Drafting Requests*

- i. Client may refer plan document drafting requests to The Phia Group in writing (e-mail is preferred) at pgcreferral@phiagroup.com or via fax at 781-535-5656.

- ii. The Phia Group will acknowledge receipt of the request before providing a scope of the project, as well as an estimated turnaround time. Upon receiving Client's written approval to proceed, The Phia Group shall begin the project.
- iii. The Phia Group reserves the right to refuse a plan document drafting request with reasonable, written justification provided to Client.

2. *Plan Document Overview Assessment.*

Upon Client's submission of a standard plan document to The Phia Group for purposes of providing an overview assessment, The Phia Group will review the plan document and provide an initial assessment memorandum addressing potential areas of concern, including a consultation phone call.

3. *Plan Document Drafting and Review*

- i. The Phia Group will, upon Client's written request, provide:
 - (1) Plan Document Provision Review and Revision
 - i. In redline format (track changes function), The Phia Group will update Client's plan document(s) to comply with all ACA plan regulations and to add The Phia Group's recommended cost-containment provisions.
 - ii. The Phia Group requires a Microsoft Word Document version of the plan document.
 - (2) Single Plan Document and Summary Plan Description ("SPD") Checklist
 - iii. The Phia Group will craft individual plan documents for Client, utilizing answers provided by Client via a checklist, including the following plan document options:
 - iv. Preventive Care Only Plan
 - v. Wrap Document
 - (3) Summary of Benefits and Coverage ("SBC") Request
 - vi. The Phia Group will create a Summary of Benefits and Coverage ("SBC") for Client.

4. *Limited Warranty.*

The Phia Group warrants that at the time they are produced, plan documents produced by The Phia Group meet the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Affordable Care Act ("ACA"), and any applicable federal regulations promulgated thereunder. In the event of any change in the foregoing federal requirements, Client is responsible for obtaining the necessary updates to its plan documents that have already been produced. In the event Client makes any changes to a plan document that are not reviewed and approved by The Phia Group, this limited warranty shall be void. Client is exclusively responsible for carefully reviewing all plan documents produced by The Phia Group to confirm their accuracy and suitability for the needs of Client.

II. General Terms

a. Term and Termination.

This Agreement will remain in effect for an Initial Term of one (1) year from the Effective Date and cannot be terminated by either Party during the Initial Term unless such termination is “for cause.” In the event that either Party (the “Breaching Party”) is in breach of any of its material obligations under this Agreement, the non-breaching Party may terminate this Agreement “for cause” by providing fifteen (15) days’ prior written notice (the “Notice Period”) to the Breaching Party, specifying the breach and its claim for right to terminate; provided, however, that the termination shall not become effective at the end of the Notice Period if the Breaching Party cures the breach complained about during the Notice Period. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, an “Additional Term”) until terminated by either Party (i) “for cause,” as set forth in this Section II.a; or (ii) for any or for no reason, upon sixty (60) days’ prior written notice to the other Party. Notwithstanding the foregoing, this Agreement shall be terminated in the event that (a) the Memorandum of Understanding for Bundled Services (“MOU”) between Pareto Captive Services, LLC and The Phia Group is terminated for any reason, with the effective date of such termination being the same as the effective date of the termination of the MOU; or (b) in the event that Client terminates its relationship with Pareto Underwriting Partners, LLC, with the effective date of such termination being the same as the effective date of the termination of Client’s relationship with Pareto Underwriting Partners, LLC.

b. Survival.

The provisions of this Agreement which expressly or by their nature survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement.

c. Confidential Information.

During the term of this Agreement, The Phia Group and the Client may have access to confidential information relating to such matters as either Party's business, trade secrets, systems, procedures, manuals, products, contracts, personnel, and clients. As used in this Agreement, "Confidential Information" means information belonging to The Phia Group or Client which is of value to such Party and the disclosure of which could result in a competitive or other disadvantage to either Party, including, without limitation, financial information, business practices and policies, know-how, trade secrets, market or sales information or plans, customer lists, business plans, and all provisions of this Agreement. “Confidential Information” also includes Protected Health Information (PHI), as the term is defined under HIPAA. Confidential Information does not include: (i) information that was known to the receiving Party before receipt thereof from or on behalf of the disclosing party ("Disclosing Party"); (ii) information that is disclosed to the receiving Party ("Receiving Party") by a third person who has a right to make such disclosure without any obligation of confidentiality to the Disclosing Party; (iii) information that is or becomes generally known in the trade without violation of this Agreement by the Receiving Party; or (iv) information that is independently developed by the Receiving Party or its employees or affiliates without reference to the Disclosing

Party's information. Each Party will protect the other's Confidential Information in accordance with all applicable law (including, without limitation, HIPAA, and its implementing regulations) and with at least the same degree of care it uses with respect to its own Confidential Information, and will not use the other Party's Confidential Information other than in connection with its obligations hereunder. Notwithstanding the foregoing, a Party may disclose the other's Confidential Information if: (i) required by law, regulation or legal process or if requested by any applicable governmental agency or self-regulatory organization; (ii) it is advised by counsel that it may incur liability for failure to make such disclosure; or (iii) requested by the other Party; provided that in the event of (i) or (ii) above the Disclosing Party shall give the other Party reasonable prior notice of such disclosure to the extent reasonably practicable and cooperate with the other Party (at such other Party's expense) in any efforts to prevent such disclosure.

d. **LIMITATION OF LIABILITY.**

EXCEPT AS MAY OTHERWISE BE EXPLICITLY SET FORTH HEREIN, THE PHIA GROUP, WHEN PROVIDING THE PHIA SERVICES SET FORTH HEREIN, SHALL ONLY BE RESPONSIBLE FOR DAMAGES ARISING FROM AND OCCURRING DUE TO THE PHIA GROUP'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF APPLICABLE LAW IN PROVIDING THE PHIA SERVICES. THE PHIA GROUP IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOST PROFITS, UNLESS CAUSED BY PHIA'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR UNAUTHORIZED USE OR DISCLOSURE OF PHI. IN ANY INSTANCE WHERE THE PHIA GROUP PROVIDES PHIA SERVICES UNDER THIS AGREEMENT, AND, AS A RESULT OF PROVIDING THE PHIA SERVICES, INCURS LIABILITY THROUGH ITS ACTIONS, THE PHIA GROUP'S LIABILITY SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000) PER INSTANCE, OTHER THAN FOR DAMAGES ARISING FROM ANY UNAUTHORIZED USE OR DISCLOSURE OF PHI BY PHIA OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS.

e. Not a Fiduciary.

Client understands and acknowledges that The Phia Group's performance of the Phia Services, except as otherwise explicitly provided for above, does not cause The Phia Group to become a "fiduciary" for any benefit plan sponsored or administered by Client.

f. Not a Plan Administrator.

Client understands and acknowledges that all legal obligations regarding the administration of a plan are the sole obligations of the plan and/or Client, and in no event shall The Phia Group be responsible for any legal obligations regarding the administration of the plan.

g. Disclaimers.

1. Client understands and acknowledges that The Phia Group's performance of the Phia Services does not constitute providing legal advice. No attorney-client relationship shall exist as between The Phia Group and Client under the scope of this Agreement. Retention of The Phia Group as consultants does not constitute retention of legal representation. The Phia Services are provided based on the mutual understanding that The Phia Group is not a law firm and is not providing tax or legal advice. Instead, The Phia Group will assist Client and provide advice solely in a consulting capacity. The applicable plan sponsor and/or plan administrator is solely responsible, and The Phia Group is not responsible, for the compliance and content of, and payment of benefits as specified within, any plan documents created or distributed. As with all issues involving interpretation or application of laws and regulations, Client and its plan(s) should rely on their own legal counsel for authoritative guidance. By executing this Agreement, Client acknowledges that The Phia Group provides consulting services only and does not function as legal counsel, attorney, or representative of Client or any other party.
2. Except as may otherwise be explicitly set forth herein, Client acknowledges that The Phia Group makes no warranty, express or implied, with respect to any rights, property, or data transferred hereunder, including, but not limited to, any express or implied warranty of fitness for a particular purpose.

h. Governing Law.

This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to its principles regarding conflicts of law.

i. Arbitration.

All disputes under this Agreement shall be settled by arbitration in Pennsylvania, before a single arbitrator pursuant to the rules of the American Arbitration Association. Arbitration may be commenced at any time by either Party giving written notice to the other Party that such dispute has been referred to arbitration under this section. The arbitrator shall be selected by the joint agreement of the Parties, but if they do not agree within twenty (20) days after the date of the notice referred-to above, the selection will be made pursuant to the rules maintained by the association. Any award rendered by the arbitrator will be conclusive and binding upon the Parties and is to be accompanied by a written opinion of the arbitrator giving the reasons for this award. This provision for arbitration will be specifically enforceable by the Parties. The decision of the arbitrator will be final and binding and there will be no right of appeal. Each Party will pay its own expenses of arbitration.

j. Indemnification.

Each Party hereby agrees to indemnify, defend, and hold harmless the other Party from and against any and all claims, losses, demands, liabilities, costs and expenses (including reasonable attorney's fees and costs and expenses related thereto) suffered or incurred by the damaged Party as a result of, or in connection with, any third party claims to the

extent caused by breach of this Agreement, fraud, negligence of any type or degree, willful misconduct, or violation of any applicable law of/by the indemnifying Party or its directors, officers, employees, or agents in performing the indemnifying Party's obligations under this Agreement.

k. Force Majeure.

Neither Party will be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including, but not limited to: acts of god, war, riot, strike, labor disturbance, fire explosion, telephone network failure(s), flood or shortage or failure of suppliers. If any delay in performance under this section continues for more than sixty (60) consecutive days, the unaffected Party will have the right to terminate this Agreement with ten (10) days' prior written notice to the affected Party, unless the affected Party is able to remedy its circumstances within the 10-day notice period.

l. Waiver.

Failure to enforce the performance of any provision of this Agreement will not constitute a waiver of rights to subsequently enforce such provision or any other provision. No waiver of any provision of the Agreement will be effective unless in writing.

m. Notices.

All notices hereunder shall be in writing (email is sufficient). Notice shall be deemed to be given upon receipt. Notices shall be submitted to the Parties at their respective email addresses or physical addresses as communicated by the Parties.

n. Amendment. This Agreement may be modified, amended or supplemented only by a writing signed by the authorized representatives of both Parties to this Agreement. Such amendments, modifications or supplements are incorporated into and made a part of this Agreement.

o. Independent Contractors.

The relationship between the Parties is that of independent contractors. Neither Party is intended to be an employee or employer of, nor joint venturer with, the other Party; and except as otherwise specifically contemplated herein, neither Party shall function as an agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

p. Integration.

The Parties acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and conditions. This Agreement constitutes a complete and exclusive statement of the understanding between the Parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the Parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are of no force and effect.

q. Authority.

Each Party represents and warrants to the other Party that the signatory identified beneath its name below has authority to execute this Agreement on its behalf. This Agreement shall be binding upon the Parties hereto and their successors and assigns; provided, however, that neither Party may assign their rights or obligations hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date set forth above.

The Phia Group, LLC

Tazewell County

Signature: Ron Peck

Signature: _____

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Name: Ron Peck

Name: _____

Title: CLO

Title: _____

Date: 02/12/2024

Date: _____

EXHIBIT 1

DEFINITIONS

Capitalized terms which are not otherwise defined in this Exhibit 1 shall have the meanings set forth in the Employee Retirement Income Security Act of 1974 (“ERISA”) or other applicable law. Otherwise, the terms defined in this Exhibit 1 shall have the following meaning(s):

Independent Consultation and Evaluation (“ICE”) Services

I. Consultation – For purposes of this Agreement, “Consultation” shall be understood to mean any consultative or evaluative act, undertaken by The Phia Group, under the specific scope of Section I(a), to include: consultation on matters relevant to Plan Documents including regulatory compliance, claim evaluation and analysis including claims payment and eligibility issues, performance of The Phia Group’s Gap Free Review, performance of Phia’s Certification service, Plan-related dispute resolution, administrative service agreement guidance, network interaction, stop-loss disputes, consultation regarding Plan construction, and matters generally related to Plan administration (the “Consultative Services”). Consultation/Consultative Services shall not include any plan drafting services such as Plan Document creation, revision or customization, which are instead set forth in Section I(c) of the Bundled Services Agreement.

II. Gap Free Review – Comparison of pertinent Plan-related documents (*e.g.*, Plan Documents, stop-loss policies, PPO agreements, administrative services agreements, employee handbooks) to one another to identify “gaps” in coverage created by discrepancies between the documents.

III. Participant – Any employee (or former employee/retiree, if applicable) of Client, the employee’s eligible dependents, or any other person(s) eligible to submit claims to a Plan and receive benefits from a Plan.

IV. Phia Certification – Review of a Plan’s governing Plan Document(s) to ensure they meet The Phia Group’s standards for subrogation and regulatory compliance.

V. Plan – A benefit plan, as offered by Client and which is established for the benefit of Participants.

VI. Plan Document – The document governing, and setting forth the benefits of, the applicable Plan; for purposes of Section I(a), it shall include controlling certificates of insurance, policies, and/or summary plan descriptions, as well as applicable amendments.

PERFORMANCE OF RECOVERY SERVICES ADDENDUM

This Performance of Recovery Services Addendum (the “Addendum”) is entered into as of December 1, 2023 (the “Effective Date”) by and between The Phia Group, LLC (“PHIA”), a Massachusetts Limited Liability Company, Consociate (“CONSOCIATE”), and Tazewell County (“CLIENT”).

1. Integration

This Addendum will be integrated into and with the Performance of Recovery Services Agreement (the “Agreement”) between PHIA and CONSOCIATE dated July 1, 2012. By signing this Addendum, the CLIENT agrees with the terms of the Agreement between PHIA and CONSOCIATE, which is attached to this Addendum.

2. PHIA’s Fee for Services Performed

PHIA will retain twenty-five percent (25%) out of any sum recovered on behalf of CLIENT, regardless of the manner of recovery, as its fee.

3. Trial Decisions

It will be the CLIENT’s decision to litigate a particular case. The CLIENT will use good faith to decide whether to pursue such litigation and disburse reasonable related expenses upon settlement. PHIA will seek the CLIENT’s authority to file suit if it is deemed necessary to collect the recovery or if PHIA deems a case in need of adjudication by trial or appeal. PHIA will also seek filing, service, and related expenses from the CLIENT.

4. Case Closure

The CLIENT has the right to request that PHIA close any particular case or cases (subsequent to PHIA identifying said case[s] or acceptance of said case[s] via referral, investigating and/or activating said case[s] and beginning application of the applicable services), and thereby halt recovery efforts. CLIENT may not, however, itself or through an agent then reopen said case(s) (case[s] that had been in possession of PHIA and about which PHIA had provided some of the aforementioned services prior to said case[s]’ closure), and subsequently resume recovery efforts regarding that particular case or cases, either themselves or via another entity other than PHIA, without owing to PHIA its fee; specifically, applying the aforementioned fee to the amount eventually recovered arising from said case or cases by CLIENT or a third party retained by CLIENT. If the CLIENT terminates its relationship with PHIA and/or CONSOCIATE and thusly instructs PHIA to cease application of the services, close the case(s) in its possession, return those case(s) to CLIENT, and CLIENT subsequently pursues recovery of funds in those case(s) – itself or through a third-party, PHIA retains rights in contract and equity against the CLIENT for the fee owed as stated above; only in relation to those case(s) that had previously been in PHIA’s possession and calculated based upon the actual amount(s) eventually recovered by CLIENT in those specific case(s).

5. Authority

Each party represents and warrants to the other parties that the signatory identified beneath its name below has authority to execute this Addendum on its behalf.

The parties, intending to be legally bound, have executed and delivered this Addendum as of the Effective Date set forth above. In Witness whereof, we set our hands and seals:

The Phia Group, LLC

CLIENT _____

Signature: Ron Peck _____

Signature: _____

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Name: **Ron Peck** _____

Name: _____

Title: **CLO** _____

Title: _____

Date: **02/12/2024** _____

Date: _____

Consociate

Signature: Terry Lovekamp _____

F843BA6A8EFE597DD263D8F0CF7253E2 contractworks.

Name: **Terry Lovekamp** _____

Title: **CFO** _____

Date: **02/09/2024** _____

COMMITTEE REPORT

HR-24-08

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to regrade a position, EMA Deputy Director; and

WHEREAS, this part-time position originally had no grade and the previous employee holding this position earned an hourly wage of \$14.83; and

WHEREAS, Korn Ferry reviewed this position and gave this position a Grade 15. The minimum hourly wage for this grade is \$24.77 with a midpoint of \$30.97.

THEREFORE BE IT RESOLVED by the County Board that the EMA Director be authorized to hire an EMA Deputy Director using the salaries identified at the Grade 15 designation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Human Resources Department and the Payroll Division of this action in order that this resolution be fully implemented.

PASSED THIS 28th DAY OF February, 2024.

ATTEST:

County Clerk

County Board Chairman

JOB SUMMARY REPORT

DEPUTY DIRECTOR EMERGENCY MANAGEMENT AGENCY

ROLE LOCATION	Global
DOWNLOAD	January 29, 2024 at 9:08 AM by Alex Foner
CREATED	January 29, 2024 by Alex Foner
STATUS	KF Draft

ABOUT THIS JOB

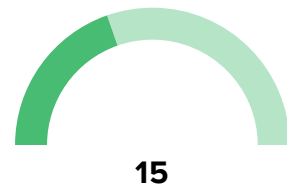
A professional in the field of Project and Program Management. Uses professional concepts to resolve problems of limited scope and complexity. Limited or no prior experience in this role.

Job Evaluation

GRADE

GRADE VALUE MEANING

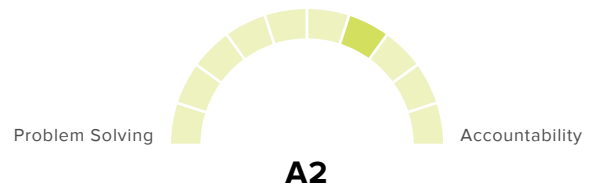
Learns to use professional concepts to resolve problems of limited scope and complexity. Limited or no prior experience in this role. Examples include recruiter, business analyst, developer.



SHORT PROFILE

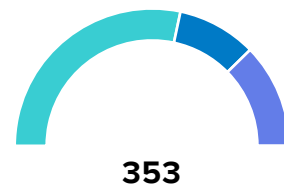
ACCOUNTABILITY FOCUSED

Support role with greater emphasis on timeliness and/or cost-effectiveness or in charge of tasks and duties which directly impact productivity; management jobs responsible for service/staff functions



KORN FERRY TOTAL POINTS

Know-How	200
Problem Solving	66
Accountability	87
Working Conditions	0



OVERALL RATIONALE

No overall rationale provided

Job Evaluation Score

KNOW-HOW

D+	I	3	200
----	---	---	------------

PROBLEM SOLVING

D	3+	33%	66
---	----	-----	-----------

ACCOUNTABILITY

D	2+	C	87
---	----	---	-----------

KNOW-HOW

- D+** **Practical/Technical Knowledge** Advanced

Broad or specialised knowledge of methods, techniques and processes with some knowledge of the basic theoretical background. This knowledge is typically acquired through advanced specialised training or broad practical work experience.

- I** **Planning, Organising & Integrating (Managerial) Knowledge** Specific

Performance or supervision of multiple activities which are specific as to objective and content. There is a requirement to interact with co-workers and maintain an awareness of related activities.

- 3** **Communicating & Influencing Skills** Change Behavior

Interaction with others is primarily concerned with influencing, developing and motivating people and changing behaviour. It often involves inspiration and the creation of the right working climate.

TOTAL KNOW-HOW SCORE:

Rationale

No rationale provided

Job Evaluation Score

KNOW-HOW

D+	I	3	200
----	---	---	-----

PROBLEM SOLVING

D	3+	33%	66
---	----	-----	----

ACCOUNTABILITY

D	2+	C	87
---	----	---	----

PROBLEM SOLVING

D Thinking Environment - Freedom To Think Standardized



Thinking within multiple, substantially different procedures, standards and precedents and/or access to assistance.

3+ Thinking Challenge Variable



Differing situations requiring the identification of issues, the application of judgement, and the selection of solutions within the area of expertise and acquired knowledge.

33% Problem Solving percentage Procedural Improvement



The emphasis is on immediate solutions with horizons less than weeks/months. Although there are clear points of escalation, there is a need to feedback on how to improve procedures in the short to medium-term.

TOTAL PROBLEM SOLVING POINTS:

Rationale

No rationale provided

Job Evaluation Score

KNOW-HOW

D+	I	3	200
----	---	---	-----

PROBLEM SOLVING

D	3+	33%	66
---	----	-----	----

ACCOUNTABILITY

D	2+	C	87
---	----	---	----

ACCOUNTABILITY

D	Freedom To Act		Generally Regulated
Operating within practices and procedures covered by precedents or well defined policies and review of end results.			
2+	Magnitude (Area of Impact)		Small
USD 950,000 - 9,500,000			
C	Nature of Impact		Contributory
Interpretative, advisory or facilitating services for use by others to achieve results.			

TOTAL ACCOUNTABILITY SCORE:

Rationale
No rationale provided



ABOUT KORN FERRY

Korn Ferry is a global organizational consulting firm. We work with organizations to design their organizational structures, roles, and responsibilities. We help them hire the right people and advise them on how to reward, develop, and motivate their workforce. And, we help professionals navigate and advance their careers.



Tazewell County Job Description

Job Title: Deputy Director Emergency Management Agency (EMA)
Department: Emergency Management Agency (EMA)
Reports to: Director Emergency Management Agency (EMA)
Affiliation: Non-Exempt (Part-Time, 15-18 hours per week)
Grade: 15
Prepared Date: January 29, 2024

SUMMARY: This position will have the ability to maintain strong collaborative partnerships with county and municipal elected officials, departments, private organizations, and non-profit community partners. This position reports to the Director of Emergency Management. The Deputy Director assists the Director in all daily functions. Assume all duties of the Department in the absence of the Director.

JOB RELATIONSHIP: Appointed and under the direct supervision and direction of the Director Emergency Management Agency.

ESSENTIAL DUTIES AND RESPONSIBILITIES: include the following. Other duties may be assigned to meet business needs.

- Interact with team leads and assistants for three teams, which include – Search & Rescue, Unified Command Post, and Communications.
- Attend leaderships meetings.
- Assists with conducting monthly EMA meeting (second Thursday of each month 7:00 pm) and assists with recruiting speakers for the monthly general membership meeting.
- Interacts with TC EMA volunteers (approximately 50 members).
- Assists with Unified Command Post team and attends their monthly meeting.
- Able to drive and maintain Unified Command Post including oil changes and repairs.
- Participate in monthly calls with IEMA (communications and Unified Command Post).
- Mowing of the EMA property May through October, which can be required once per week during the height of the growing season.
 - It can take about three (3) hours with weed whacking.
- Responsible for EMA building and garage repairs. May need to address and repair toilet issues, faucets, lightbulb replacement, etc. if needed.
- Serve as back up for fire/building alarm call (24/7).
- Maintain county-owned sirens, radios, computers, and software including

testing and maintenance.

- Assist with radios and radio programming.
- Participate in monthly Starcom drill.
- Assist with weather spotting and covering at the TC EMA Emergency Operations Center when needed (24/7).
- Attend meetings as directed.
- Must participate in three (3) exercises per year and take FEMA online classes as directed by IEMA grant requirements – PDS Series.
- Assist with StormReady designation for Tazewell County from the National Weather Service (NWS).
- Assist with weather and emergency preparedness presentations to various groups throughout Tazewell County.
- Ability to work a variety of hours during the week, which may include evenings and weekends.
- Perform other assigned tasks as required.

SUPERVISORY RESPONSIBILITIES: Act as EMA Director in the Director's absence.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Must have effective public relations skills.
- Must demonstrate a strong track record of delivering results and the ability to manage multiple priorities in a complex and fast-paced environment.
- Ability to complete tasks with little supervision.
- Ability to maintain confidentiality with sensitive information.
- Must have excellent organization and record keeping skills.

EDUCATION and /or EXPERIENCE:

- A minimum of a High School Diploma or General Education Degree (GED)
- Associate or Bachelor's Degree in a technical/vocational field preferred
- A minimum of at least two (2) years of prior experience in a technical/vocational field

TECHNOLOGY: Candidate must have strong background technology: software applications in word processing, spreadsheet, database management, PowerPoint. Adequate knowledge of various radios, radio equipment and software. Knowledge of the STARCOM system preferred.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw graphs or simple maps.

CERTIFICATES, LICENSES, REGISTRATIONS: A valid driver license, CDL preferred. FEMA IS 100, 200, 700 and 800 certifications preferred. CPR/EAD preferred.

REASONING ABILITY: Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

LANGUAGE SKILLS: Ability to read and interpret documents such as federal and state regulations, operating and maintenance instructions, and procedure manuals. Ability to write reports and correspondence. Ability to speak effectively before groups of employees, public safety employees or the public.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk and sit. The employee is occasionally required to use hands to finger, handle or feel; reach with hands and arms; and test or smell. The employee must occasionally lift and/or move up to 50 pounds.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Deputy Director will be exposed to an indoor and outdoor work environment. Moderate noise levels and exposure to nature elements while working outside.

The preceding job description has been designed to indicate the general nature and essential duties and responsibilities of work performed by employees within this classification. It may not contain a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to do this job.

COMMITTEE REPORT

RM-24-02

Mr. Chairman and Members of the Tazewell County Board:

Your Risk Management Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the category selection recommendations for the Illinois Public Risk Fund (IPRF) Grant, and

WHEREAS, IPRF, the County's Worker's Compensation Provider, has awarded Tazewell County a New Business Safety Grant in the amount of \$1,737. The County can choose from several categories and allocate funds accordingly, and

WHEREAS, the Human Resources Department would like to allocate the funds in the following categories:

Loss Prevention/Education Training	\$ 737	Educational Materials 252-610-5177
Training Safety Equipment & Supplies	\$1,000	Educational Materials 252-610-5177

THEREFORE BE IT RESOLVED the County Board approves the recommendations for the Illinois Public Risk Fund (IPRF) Grant.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Human Resources Department of this action.

PASSED THIS 28th DAY OF FEBRUARY, 2024.

ATTEST:

County Clerk

County Board Chairman



**ILLINOIS PUBLIC RISK FUND
GRANT PROGRAM**

TAZEWELL COUNTY

the Illinois Public Risk Fund has reserved

\$1,737

Congratulations!

Please visit www.iprf.com
for additional information and to complete the Grant Application.

Grant deadline is December 1, 2024.

(subject to the program terms and conditions.)

Member Name: Tazewell County

Grant Amount: \$1737

Safety and Wellness Training

SWT-1 - Loss Prevention/Education Training	\$ 737	View Details
SWT-2 - Flame -Sim Interactive Training	\$	View Details
SWT-3 - Beyond the Cones	\$	View Details
SWT-4 - Skid Car Training System	\$	View Details
SWT-5 - Lexipol Services	\$	View Details
SWT-6 - Physical Fitness/Essential Function Testing/Injury Prevention/Recovery Program	\$	View Details
SWT-7 - Cardio Fitness Equipment	\$	View Details
SWT-8 - Training Safety Equipment & Supplies	\$ 1000	View Details
SWT-9 - Audio/Visual Training Equipment	\$	View Details

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve the attached updated version of the Tazewell County Title VI Program; and

WHEREAS, Title VI of the Civil Rights Act of 1964, as amended, requires that “no person in the United States shall, on the grounds of race, color, or nation origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and

WHEREAS, Tazewell County contracts with TCRC dba We Care, Inc., to provide transportation services for the residents of Tazewell County; and

WHEREAS, TCRC dba We Care, Inc., is funded through Federal Funds; and

WHEREAS, the FTA requires recipients and sub-recipients of federal public transportation funds to submit, every three years, a Title VI update as a condition of receipt of FTA financial assistance; and

WHEREAS, it is the intent of Tazewell County to adopt the 2023 to 2026 Title VI Program with subsequent submission to the FTA.

THEREFORE BE IT RESOLVED THAT:

1. That the Tazewell County Board hereby authorizes and adopts the Title VI Program.
2. That the Tazewell County Board Chairman, or his designee, is hereby authorized to administer to provide such information as may be required to submit the Title VI Program for the FTA.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Department, Human Resources Department, Tazewell County PCOM, WeCare, Inc., and the Auditor of this action.

PASSED THIS 28th OF FEBRUARY, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

TITLE VI PROGRAM

for

Tazewell County, Illinois



Approved: February 28, 2024

Expires: February 28, 2027

Tazewell County Title VI Program

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1. Purpose and Introduction

Tazewell County is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or subjected to discrimination in the receipt of any of Tazewell County services on the basis of race, color or national origin. The contents of this program have been prepared in accordance with Section 601 of Title VI of the Civil Rights Act of 1964 and Executive Order 13116.

Tazewell County is committed to a workplace complaint to Title VI of the Civil Rights Act of 1964.

Under the Civil Rights Act of 1964, and as a recipient of federal funding under the programs of the Federal Transit Administration (FTA) and the US Department of Transportation, Tazewell County has an obligation to ensure that:

- A program is in place for correcting any discrimination, whether intentional or unintentional.
- The benefits of services that are provided within the County are shared equitably throughout the county.
- No one is precluded from participating in Tazewell County’s service planning and development process.

- The level and quality of services are sufficient to provide equal access to all riders in its service area.
- Decisions regarding service changes or facility locations are made without regard to race, color, or national origin.

Definitions:

Tazewell County recognizes that the definitions in chapter 53 of title 49, United States Code, and in 49 CFR part 21 apply to FTA Circular 4702.1 B. Tazewell County uses the following definitions:

Discrimination: refers to any action or inaction, whether intentional or unintentional, in any program or activity of a Federal aid recipient, subrecipient, or contractor that results in disparate treatment, disparate impact, or perpetuating the effects of prior discrimination based on race, color, or national origin.

Limited English Proficiency (LEP): Person refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

Low-Income Person: means a person whose median household income is at or below the U.S. Department of Health and Human Services poverty guidelines.

Minority Person include the following:

1. American Indian and Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
2. Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
3. Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
4. Hispanic or Latino, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
5. Native Hawaiian or Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

2. Notifying Beneficiaries of Their Rights under Title VI

To make Tazewell County residents aware of Tazewell County's commitment to Title VI compliance, and of their right to file a complaint, Tazewell County has presented the following language on its website

The following is the Tazewell County Title VI Notice:

Title VI Notice to the Public

- Tazewell County operates without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Tazewell County.
- For more information on Tazewell County's Title VI Program, obligations, or for procedures to file a complaint, please contact:

Tazewell County Human Resource Department
Roger Workheiser/ Title VI Coordinator
11 S. 4th Street
McKenzie Building, Suite 114
Pekin, Illinois 61554
(309) 478-5813
(309) 478-5614 (fax)
hr@tazewell-il.gov
- A complainant may file a complaint directly with the Federal Transit Administration to: Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
- If information is needed in another language, contact (309) 347-7148.
- *Si se necesita información en otro idioma, comuníquese con (309) 347-7148.*

The Tazewell County Notice to the Public is posted in the following locations:

1. In all buses used in transit service
2. In our county building on the public bulletin board
3. On our website

3. Title VI Complaint Procedure

Title VI of the Civil Rights Act of 1964 as amended prohibits discrimination on the basis of race, color and national origin for programs and activities receiving federal financial assistance. As a recipient of federal financial assistance, Tazewell County has in place the following complaint procedure.

1. Any person who believes that he or she, or any specific class of persons, has been subjected to discrimination or retaliation by Tazewell County's administration of federally funded programs, as prohibited by Title VI of the Civil Rights Act of 1964, as amended, and related statutes, may file a written complaint. The Complainant may, but is not required to, use Tazewell County's Combined Complaint Form for ADA and Title VI. Tazewell County investigates complaints received no more than 180 days after the alleged incident.

Written complaints shall be sent to:

Tazewell County Human Resource Department
Roger Workheiser/ Title VI Coordinator
11 S. 4th Street
McKenzie Building, Suite 114
Pekin, Illinois 61554
(309) 478-5813
(309) 478-5614 (fax)
hr@tazewell-il.gov

2. Tazewell County If you need assistance reducing your complaint to writing, please contact Human Resources at (309) 478-5813.
3. Within thirty (30) calendar days of receipt of the complaint(s), Human Resources will acknowledge receipt of the complaint(s), inform the complainant of proposed action to process the complaint(s), and advise the complainant of other avenues. The complaint will be reviewed to determine if it is transit related or not. Transit-related complaints will be forwarded to our operator, We Care, and their HR Department will complete the investigation.
4. Within one-hundred twenty (120) calendar days of receipt of the complaint(s), Human Resources (from Woodford County, or We Care) will conduct and complete a full investigation of the complaint(s), and, based on the information obtained, and will render a recommendation for action in a report of findings to the Board. A resolution with no actions will be recommended if the complaint is not substantiated.
5. Within thirty days (30) calendar days of the completion of the full investigation (one hundred fifty (150) calendar days since the original receipt of the complaint(s)), Human Resources will notify the complainant in writing of the final decision reached. The notification will advise the complainant of his or her right to submit a request for

reconsideration (appeal) within thirty (30) calendar days from the date the notice of disposition is issued. Appeals will be reviewed by a separate party within thirty (30) calendar days from the dated request for reconsideration. A final decision will then be issued.

7. Human Resources will maintain a log of all verbal and non-written complaints received. The log will include the following information:

- Name of complainant
- Name of respondent
- Basis of complaint
- Date complaint received
- Explanation of the actions taken or proposed to resolve the issue raised in the complaint

8. A person may also file a complaint directly with the Federal Transit Administration at:
 Office of Civil Rights
 Attention: Title VI Program Coordinator
 East Building 5th Floor-TCR
 1200 New Jersey Avenue SE
 Washington, DC, 20590

Tazewell County will conduct a quarterly review of all Title VI complaints received. Corrective actions taken at the time of each resolution will be reviewed in these quarterly sessions.

4. Combined Complaint Form for ADA and Title VI

Combined Complaint Form for ADA and Title VI Tazewell County

Section I:		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Accessible Format Requirements?	<input type="checkbox"/> Large Print	<input type="checkbox"/> Audio Tape
	<input type="checkbox"/> TDD	<input type="checkbox"/> Other
Section II:		
Are you filing this complaint on your own behalf?	<input type="checkbox"/> Yes*	<input type="checkbox"/> No
<i>*If you answered "yes" to this question, go to Section III.</i>		

If not, please supply the name and relationship of the person for whom you are complaining.

Please explain why you have filed for a third party:

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. Yes No

Section III:

I believe the discrimination I experienced was based on (check all that apply):

Title VI: Race Color National Origin ADA: Disability

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

Section VI:

Have you previously filed a Discrimination Complaint with this agency? Yes No

If yes, please provide any reference information regarding your previous complaint.

Section V:

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes No

If yes, check all that apply:

Federal Agency: _____
 Federal Court: _____ State Agency: _____
 State Court: _____ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:
Address:
Telephone:
Section VI:
Name of agency complaint is against:
Name of person complaint is against:
Title:
Location:
Telephone Number (if available):

You may attach any written materials or other information that you think is relevant to your complaint. Your signature and date are **required** below:

Signature

Date

Please submit this form in person at the address below, or mail this form to:

**Tazewell County Human Resource Department
 Roger Workheiser/ Title VI Coordinator
 11 S. 4th Street
 McKenzie Building, Suite 114
 Pekin, Illinois 61554
 (309) 478-5813
 (309) 478-5614 (fax)
 hr@tazewell-il.gov**

5. *Record of Title VI Investigations Complaints and Lawsuits*

All FTA recipients are required to prepare and maintain a list of any complaints alleging discrimination on the basis of race, color, or national origin. Tazewell County has not had any Title VI investigations, complaints, or lawsuits since the last Program, or at any time in recent memory. Tazewell County will document any future Title VI investigations, complaints, or lawsuits in this section.

6. *Tazewell County's Public Participation Plan*

Tazewell County's Public Involvement Philosophy

Tazewell County welcomes and values public involvement. IDOT and its recipients believe that well-designed, proactive public involvement improves its planning and policy efforts and ultimately leads to better decisions, better projects, and maximized, long-term public benefits. Creating long-term, sustainable systems requires our agency to embrace outside skills and knowledge, including input from the public. Advantages of enhanced public involvement include:

- Increased public collaboration. Citizen collaboration on projects benefits our agency's processes and outcomes, promoting public participation and respectful, productive dialogue.
- Decisions that better reflect diverse interests. Consulting with all identifiable interests helps Tazewell County better understand and reflect the full range of community values and livability standards.
- Efficient transportation decision implementation. Early public involvement fosters better decision making and reduces costly project plan revisions and change orders.
- Enhanced agency credibility. Increased public involvement results in more meaningful and better interactions between agency personnel and customers. This interaction aids everyone. The agency better understands public concerns, and customers gain an appreciation of the agency and its responsibilities.
- Tazewell County proactively involves the public in addressing transportation issues. The agency communicates its mission and goals to the widest audience possible and considers feedback received from transportation stakeholders and the public.

To promote inclusive public participation, the Tazewell County will employ the following strategies, as appropriate (make these determinations based on a demographic analysis of the population(s) affected, type of plan, program and/or service under consideration, and the resources available):

- ✓ Provide for early, frequent and continuous engagement by the public
- ✓ Select accessible and varied meeting locations and times
- ✓ Employ different meeting sizes and formats

- ✓ Use social media in addition to other resources as a way to gain public involvement
- ✓ Use radio, television or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations may also include audio programming available on podcasts.
- ✓ Expand traditional outreach methods by visiting ethnic stores/markets and restaurants, community centers, libraries, faith-based institutions, local festivals, etc.

In addition to these general strategies, Tazewell County has also employed these specific strategies:

Tazewell County:

The Tazewell County Board meets monthly, with all meetings open to the public. A time is allotted for the public to comment on any issue at each meeting. The Tazewell County Board Secretary maintains a list of persons and organizations that wish to receive information from the County. Information sent to those on the list include Board meeting agendas and minutes, appointments, resolutions/ordinances, monthly financial statements, monthly claims, budget documents, and quarterly reports along with any new business information. Persons and organizations can be added to the list at their request for no charge.

Tazewell County seeks to understand public comments/concerns by meeting to investigate ways to reduce or eliminate any negative impacts.

Persons and organizations are afforded an opportunity to provide input in several ways:

- By e-mail
- By telephone
- In writing
- In person by coming into the Board Office at 11 S. 4th St., Pekin, IL (by appt.)
- In person at Committee meetings
- In person at public meetings conducted by the Tazewell County Board.
Meetings are held in the Justice Center at 101 S. Capitol on the last Wednesday of each month at 6:00 P.M.

Tazewell County's public input process emphasizes two-way communication. The intention is not just to receive comments, but to be transparent in all government matters. In many cases several messages or a conversation takes place.

7. Four Factor Analysis and LEP Data

The purpose of the LEP Language Assistance Plan (hereinafter "plan" or "LAP") is to meet Federal Transit Administration's (FTA's) requirements to comply with obligations of Executive Order 13166 and Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin, including limited English proficiency. As a subrecipient of FTA funds, Tazewell County has pledged to take reasonable steps to provide meaningful access to its citizens for person who do not speak English as their primary language and who limited ability to read, speak, write or understand English. The FTA refers to these persons as Limited English Proficient (LEP) persons.

FOUR-FACTOR ANALYSIS

The Four Factor Analysis is a local assessment that considers:

- 1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the agency;*
- 2. The frequency with which LEP persons come into contact with the agency's services and programs;*
- 3. The nature and importance of the agency's services and programs in people's lives; and*
- 4. The resources available to the agency for LEP outreach, as well as the costs associated with that outreach.*

Factor One: The number or proportion of LEP persons eligible to be serviced or likely to be encountered by Tazewell County

The first step in determining the appropriate components of a Language Assistance Plan is understanding the proportion of LEP persons who may encounter our agency's services, their literacy skills in English and their native language, the location of their communities and neighborhoods and, more importantly, if any are underserved as a result of a language barrier.

To do this, the agency evaluated the level of English proficiency and to what degree people in its service area speak a language other than English and what those languages are. Data for this review is derived from the United States Census and the American Community Survey. The most recent data available for the state were the ACS 2018-2022 five-year estimates.

1. Service Area Overview

Tazewell County service area encompasses the county of Tazewell, Illinois. Home to 124,273 people spread over 646 square miles, the service area's population speaks twelve (12) different

language groups. However, the overall numbers of residents who speak English ‘less than very well’ are very low. Of the total service area population of 124,273, just 873, or 0.7% of residents, report speaking English less than very well. A breakdown of the language groups, and those speaking English less than very well, are shown below.

	Tazewell County, Illinois	
Label	Estimate	Percentage of Population
Total:	124,273	
Speak only English	120,919	97.30%
Speak Spanish, and English less than "very well"	389	0.31%
Speak French, Haitian, or Cajun, and English less than "very well"	0	0.00%
Speak German or other West Germanic, and English less than "very well"	10	0.01%
Speak Russian, Polish, or other Slavic, and English less than "very well"	13	0.01%
Speak Other Indo-European, and English less than "very well"	54	0.04%
Speak Korean, and English less than "very well"	82	0.07%
Speak Chinese (incl. Mandarin, Cantonese, and English less than "very well"	104	0.08%
Speak Vietnamese, and English less than "very well"	122	0.10%
Speak Tagalog (incl. Filipino), and English less than "very well"	49	0.04%
Speak Other Asian and Pacific Island languages, and English less than "very well"	28	0.02%
Speak Arabic, and English less than "very well"	0	0.00%
Speak Other and unspecified languages, and English less than "very well"	22	0.02%

<https://data.census.gov/cedsci/> **Table C16001**

The Safe Harbor Provision

The U.S. Department of Transportation (U.S. DOT) has adopted the U.S. Department of Justice’s Safe Harbor Provision. This provision outlines circumstances that can provide a “safe harbor” for U.S. DOT recipients (and sub-recipients) regarding translation of vital documents. Specifically, if a recipient provides written translation of vital documents for each LEP group that constitutes the

lesser of 1,000 persons or five percent (5%) of the total population eligible to be served or likely to be affected or encountered, such action is considered strong evidence of compliance with the recipient's written translation obligations.

The Safe Harbor Provision only applies to the translation of written documents. It does not affect the agency's requirement to provide meaningful access to LEP individuals through oral language services.

A vital document is any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically. Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

Designation of Vital Documents

Based on the limited population of non-English speakers who also speak English less than very well, no languages meet the Safe Harbor Threshold in our service area. The agency is therefore not designating any vital documents at this time. Spanish was the largest language group, with just 389 people who speak English less than very well. However, any unmet language needs will still be met as described in the Language Access Plan, below.

Factor Two: The frequency with which LEP persons come into contact with Agency services and programs.

Tazewell County recognizes the importance of taking measures to gauge LEP needs, but to date, has only measured the frequency of LEP contacts informally. After speaking with public-facing employees (drivers, dispatch, administration), no one recalls any specific instances in which a rider struggled with English. This comports with Census data showing a very small LEP population in the service area.

Moving forward, Tazewell County plans to collect data on the frequency in which LEP persons come into contact with the agency's various departments and programs. The Title VI Coordinator will create an annual survey to be sent to each department. ("Departments" includes drivers,

dispatch, central office, etc.). Departments will collect data on their contacts with people who need language assistance, and the Title VI Coordinator will review and analyze this data each year. Departments will also be asked to log their use of any translation or interpretation services. Thus, by the time this Program is due for an update, Tazewell County will have concrete data on language access needs to help direct future efforts and planning.

Factor Three: The Importance of the Agency's Service to People's Lives

Tazewell County services affect many community members in some way. Our transit services are used daily by people who do not have access to their own transportation. Our services allow riders access to grocery stores, medical appointments, work, social service agencies, social activities, and a variety of other essential destinations. Some LEP persons are immigrants with no legal way to access a driver's license at this time. For some people, Tazewell County services are the only connection residents have to the community.

Factor Four: Resources and Costs for LEP Outreach

Given that Tazewell County has a very limited number of LEP citizens in its service area, we can meet the needs of its LEP population through relatively simple means. First, Tazewell County staff members who speak Spanish or any other foreign languages can be consulted or utilized for translation or interpretation in informal or emergency situations. In the event assistance in a rare language is needed, Tazewell County can reach out to local colleges or universities to find staff who are proficient and may be willing to assist. Other free resources include the use of Google Translate or other technology-based translation services. Our agency can utilize Google Translate to interpret simple comments or messages left on our social media or in real time if necessary to communicate without advance warning an interpreter is needed.

Tazewell County recognizes there will be times when professional interpretation or translation services are needed. In those cases where a rider needs to communicate with us in another language, we can employ the use of a Language Line. This is a pay-as-needed service under which the agency is billed per minute for service. This makes the service affordable.

Finally, Tazewell County will pay for document translation services when needed, which generally costs about \$25-\$35 per page. These resources give our agency the ability to perform outreach with the LEP population at a reasonable cost.

Conclusion

Based on the above four factors, Tazewell County will continue to monitor the LEP population and continue to rely on local community organizations for aid in language interpreting, while outlining additional steps to give meaningful access to persons of limited English proficiency. These steps are outlined in the next pages as part of the county's Limited English Proficiency Plan.

8. Language Assistance Plan

As a recipient of federal US DOT funding, the Tazewell County is required to take reasonable steps to ensure meaningful access to our programs and activities by limited-English proficient (LEP) persons.

Limited English Proficient (LEP) refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. This includes those who have reported to the U.S. Census that they speak English less than very well, not well, or not at all.

Tazewell County's Language Assistance Plan includes the following elements:

1. The results of the *Four Factor Analysis*, including a description of the LEP population(s), served.
2. A description of how language assistance services are provided by language
3. A description of how LEP persons are informed of the availability of language assistance service
4. A description of how the language assistance plan is monitored and updated
5. A description of how employees are trained to provide language assistance to LEP persons

Four Factor Analysis Results: LEP Populations Served

Item #1 – Four Factor Analysis Results: LEP Populations Served
--

The Tazewell County population speaks twelve (12) different language groups. However, the overall numbers of residents who speak English 'less than very well' are very low. Of the total service area population of 124,273, just 873, or 0.7% of residents, report speaking English less than very well. Spanish was the largest language group, with just 389 people who speak English less than very well. A breakdown of the language groups, and those speaking English less than very well, are shown in the chart above.

Item # 2 – Description of how Language Assistance Services are Provided, by Language
--

The Tazewell County has identified, developed, and uses the following:

- * Examine requests for language assistance from past meetings or events to anticipate future language service needs.
- * At any future outreach meetings, an employee member will be at the door to greet any people entering the meeting and should also be tasked with identifying any persons of limited English proficiency.
- * Maintain a tabulation of persons requiring language assistance, including

- those that provide their own interpreting service.
- * Individuals who have contact with the public are provided with “I Speak” language cards to identify language needs in order to match them with available services. Language cards are distributed by the Director as needed.
 - * Tazewell County will continue to develop partnerships with local agencies, organizations, law enforcement, colleges/universities, local school districts and social service agencies that are available to assist with it LEP responsibilities.
 - * Any other need for translated documents or interpretation services will be provided on an as-needed basis. That is, anyone requesting specific information in a non-English language will be provided it upon request. The agency will use its internal resources to meet this need, when available. Otherwise, the agency will reach out to the network of resources it has developed, or hire a translator or interpreter as needed.
 - * In limited instances where telephone interpretation services or bilingual staff are insufficient, Tazewell County will provide LEP individuals with the following community organizations for language services:

Western Community Center
600 N. Western Ave
Bloomington, IL 61701
(309) 829-4807

Language Line: 866-874-3972

Item #3 – Description of how LEP Persons are Informed of the Availability of Language Assistance Service
--

In order to ensure that LEP individuals are aware of Tazewell County’s language assistance measures, Tazewell County provides the following:

- Title VI Program including the Language Assistance Plan is made available on website, if applicable, and hard copy in central office.
- Drivers and dispatchers are provided “I Speak” language cards to identify language needs in order to match them with available services.
- The agency’s website includes language stating, “If you need assistance or information in another language, please contact (309) 478-5813.” This message is provided in Spanish as well.

Item #4 – Description of how the Language Assistance Plan is Monitored and Updated
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Tazewell County will continue to update the LEP plan as required by U.S. DOT. At a minimum, the Title VI Plan will continue to be reviewed and updated every three (3) years in conjunction with the Title VI submission and use data from the U.S. Decennial Census or the

American Community Survey as available, or when it is clear that the concentrations of LEP individuals are present in the Tazewell County service area.

Updates will continue to include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether Tazewell County's financial resources are sufficient to fund language assistance resources needed.
- Determine whether Tazewell County has fully complied with the goals of this LEP Plan.
- Determine whether complaints have been received concerning Tazewell County's failure to meet the needs of LEP individuals


Item #5 – Description of how Employees are Trained to Provide Language Assistance to LEP Persons
--


The following training will be provided to Tazewell County staff:


- Information on the Tazewell County Title VI Procedures and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of "I Speak" language cards (used to identify language preference).
- Documentation of language assistance requests.
- Use of Google Translate for situations in which informal language assistance is needed without prior notice.
- How to handle a potential Title VI / LEP complaint.

A copy of the I Speak card is below.


English: Point to your language. An Interpreter will be called. The interpreter will be provided at no cost to you.

Albanian Shqip 
 Tregoni me gisht gjuhën tuaj. Do të thërrasim një përkthyes. Përkthyesi ofrohet falas për ju.

Arabic عربي 
 أشر إلى لغتك. وسنمد الاتصال بمترجم فوري. كما سيتم إعطائك المترجم الفوري مجاناً.


Bengali বাংলা 
 আপনার ভাষার দিকে নির্দেশ করুন। একজন সোভারীকে ডাকা হবে। সোভারী আপনাকে নিখরাত পাবে।

China 請用您想用的語言，以便為您提供免費的口譯服務。 請指認您的語言，以便為您提供免費的口譯服務。

Cantonese 廣東話 广东話 


Chaochow 潮州話 潮州話 


Fukienese 福建話 福建話 

Mandarin 國語 普通話 


Shanghai 上海話 上海話 


Taiwanese 台灣話 台灣話 


Toishanese 台山話 台山話 


Farsi فارسی 
 زبان مورد نظر خود را مشخص کنید. یک مترجم برای شما درخواست خواهد شد. مترجم بصورت رایگان از اختیار شما قرار می گیرد.


French Français 
 Indiquez votre langue et nous appellerons un interprète. Le service est gratuit.


Greek Ελληνικά 
 Δείξτε τη γλώσσα σας και θα καλέσουμε ένα διερμηνέα. Ο διερμηνέας σας παρέχεται δωρεάν.


Haitian Creole Kreyòl 
 Lonje dwèt ou sou lang ou pale a epi n ap rele yon entèprèt pou ou. Nou ba ou sévis entèprèt la gratis.


Hebrew עברית 
 ציבב לעברית את השפה, ואנחנו נקשר את המדובר. שירותי התרגום יבוצעו ללא עלות.


Hindi 
 अपनी भाषा की दिशा में दिखें। हमारे कर्मचारी तुरंत दुर्भाषिकों द्वारा आपका भाषा में निम्न दुर्भाषिकों की निम्न दुर्भाषिकों की भाषा में।


Italian Italiano 
 Indicare la propria lingua. Un interprete sarà chiamato. Il servizio è gratuito.


Korean 한국어 
 귀하께서 사용하는 언어를 지정하시면 해당 언어 통역 서비스를 무료로 제공해 드립니다.


Nepali नेपाली 
 आफ्नो भाषामा संकेत गर्नुहोस्। एक व्याख्याता को सम्पर्कमा आइयोस। त्यसको लागि कुनै खर्च नभएको। त्यसको सेवा नि:शुल्क।


Pashto پښتو 
 خپلې ژبې ته اشاره وکړئ. یو ژباړونکی به راوبلل شو. ستاسو ته پوره د ژباړونکي انتظام په وړیا توګه کېږي.


Polish Polski 
 Proszę wskazać swój język i wezwiemy tłumacza. Usługa ta zapewniana jest bezpłatnie.


Portuguese Português 
 Indique o seu idioma. Um intérprete será-lhe solicitado. A interpretação é fornecida sem qualquer custo para si.


Punjabi ਪੰਜਾਬੀ 
 ਆਪਣੀ ਭਾਸ਼ਾ ਵੱਲ ਦਿਸ਼ਾ ਦਿਓ। ਇਸ ਸੇਵਾ ਲਈ ਇੱਕ ਦੁਰਭਾਸ਼ਿਕ ਸੁਆਹਿਬੀ ਨਾਮਵਾਲਾ। ਉਨ੍ਹਾਂ ਨੂੰ ਕੋਈ ਖਰਚ ਨਹੀਂ। ਉਨ੍ਹਾਂ ਦੀ ਸੇਵਾ ਨਿ:ਸ਼ੁਲਕ।


Russian Русский 
 Укажите язык, на котором вы говорите. Вам вызовет переводчика. Услуги переводчика предоставляются бесплатно.


Somali Af-Soomali 
 Farxa ku fiinluqadaada. Waxa lagu ugu yeeri doonaa turjubaan. Turjubaanka wax lacagi kaaga bixi mayso.


Spanish Español 
 Señale su idioma y llamaremos a un intérprete. El servicio es gratuito.

Tagalog Tagalog 
 Ituro po ang inyong wika. Isang tagasalin ang ipagkakaalob nang libre sa inyo.

Thai ไทย 
 โปรดชี้ภาษาที่ท่านพูด และเราจะจัดหาผู้แปลให้ท่านฟรี

Ukranian Українська 
 Вкажіть вашу мову. Вам викличуть перекладача. Послуги перекладача надаються безкоштовно.

Urdu اردو 
 اپنی زبان پر اشارہ کریں۔ ایک ترجمان کو بلاجائے گا۔ ترجمان کا انتظام آپ پر بھروسہ کسی خرچ کے کیا جائے گا۔

Vietnamese Tiếng Việt 
 Hãy chỉ vào ngôn ngữ của quý vị. Một thông dịch viên sẽ được gọi đến, quý vị sẽ không phải trả tiền cho thông dịch viên.

Language Health Services (LHS)

9. *Minority Representation on Planning and Advisory Bodies*

Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, *the membership of which is selected by the recipient*, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

Tazewell County does not have any transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient. This section is inapplicable.

10. Fixed Route Transit Providers Service Standards and Policies

Tazewell County:

is a fixed route transit provider

is **not** a fixed route transit provider

11. Providing Assistance to and Monitoring Subrecipients

1. Does agency provide funding to subrecipients?

- No, the agency does not have subrecipients.
 Yes. If yes, list the subrecipient names:

TCRC, Inc., dba We Care

Tazewell County monitors We Care's compliance with Title VI by collecting and reviewing its Title VI Program every 3 years. Further, We Care immediately reports any Title VI complaints to Tazewell County. The County assures that We Care is following its Title VI Program, including giving annual Title VI training to its staff.

12. Title VI Equity Analysis for Facility Acquisition

Title 49 CFR, Appendix C, Section (3)(iv) requires “the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin.” For purposes of this requirement, “facilities” does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. Has the agency built a facility?

- No, the agency has not built a facility.
- Yes, the agency has built a facility and completed a Title VI equity analysis to compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site. (Include at the end of the Title VI plan a copy of the Title VI equity analysis.)

13. *Evidence of Board Adoption*

Tazewell County ADA Complaint Procedures and Form

Policy and Procedures:

Tazewell County is committed to providing equal access and opportunity to qualified individuals with disabilities in all programs, services and activities, as provided by the Americans with Disability Act (ADA).

Investigation of ADA Complaints will begin with a determination of whether the complaint is transportation related or not. If the complaint is related to transit, the investigation directed to and conducted by our transit service provider, We Care. Non-transit complaints will be investigated by the Tazewell County HR department.

ADA transportation service complaints received by We Care will be investigated immediately with every effort made to seek an appropriate and prompt resolution. By promptly identifying deficiency areas, We Care will work to make the necessary corrections or adjustments to alleviate the situation.

ADA Transportation service complaints may be submitted in writing on the agency's Combined ADA and Title VI Complaint Form and returned to:

Tazewell County Human Resource Department
Roger Workheiser/ Title VI Coordinator
11 S. 4th Street
McKenzie Building, Suite 114
Pekin, Illinois 61554
(309) 478-5813
hr@tazewell-il.gov

Please see the attached form or visit our website.

If assistance is required in completing this form, including if you are unable to submit the complaint in writing, please contact:

Human Resources
(309) 478-5813

The Complainant will be informed in writing of the findings of the investigation, including any corrective actions taken. If the complainant is dissatisfied with the outcome of the investigation, please contact the Human Resources ADA officer. An appeal will be heard by separate personnel than those who made the original decision.

The investigative officer shall maintain a log of ADA complaints received from this process. This log will include:

- The date the complaint was filed
- A summary of the allegations
- The status of the complaint, and
- Actions taken by [Insert name of transit provider] in response to the complaint

Should Tazewell County receive an ADA complaint in the form of a formal charge or lawsuit, the agency's attorney shall be responsible for the investigation.

Combined Complaint Form for ADA and Title VI Tazewell County

Section I:		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Accessible Format Requirements?	<input type="checkbox"/> Large Print	<input type="checkbox"/> Audio Tape
	<input type="checkbox"/> TDD	<input type="checkbox"/> Other
Section II:		
Are you filing this complaint on your own behalf?	<input type="checkbox"/> Yes*	<input type="checkbox"/> No
<i>*If you answered "yes" to this question, go to Section III.</i>		
If not, please supply the name and relationship of the person for whom you are complaining.		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Section III:		
I believe the discrimination I experienced was based on (check all that apply):		
Title VI:	ADA:	
<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
		<input type="checkbox"/> Disability
Date of Alleged Discrimination (Month, Day, Year): _____		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		

Section VI:		
Have you previously filed a Discrimination Complaint with this agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If yes, please provide any reference information regarding your previous complaint.

Section V:

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes No

If yes, check all that apply:

Federal Agency: _____

Federal Court: _____ State Agency: _____

State Court: _____ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Section VI:

Name of agency complaint is against: _____

Name of person complaint is against: _____

Title: _____

Location: _____

Telephone Number (if available): _____

You may attach any written materials or other information that you think is relevant to your complaint.
Your signature and date are **required** below:

Signature

Date

Please submit this form in person at the address below, or mail this form to:

Tazewell County Human Resource Department
11 S. 4th Street
McKenzie Building, Suite 114
Pekin, Illinois 61554
(309) 478-5813

For Tazewell County Use Only

Date Received: _____ Received By: _____



Tazewell County Board Calendar of Meetings March 2024

Zoning Board of Appeals Duane Lessen, Chair	Tuesday, March 05 5:30pm – JCCR	Crawford, M. Goddard, Hall, Joesting, Krehbiel, Nelms, Sinn, Smith
Rules Bill Atkins, Chair	Wednesday, March 6 4:00pm – Jury Room	Crawford, Harris, Proehl, Smith
Land Use Kim Joesting, Chair	Tuesday, March 12 5:00pm – Jury Room	Crawford, M. Goddard, Hall, Krehbiel, Nelms, Sinn, Smith
Health Services Jay Hall, Chair	Thursday, March 14 5:30pm – TCHD	Sinn, S. Goddard, Longfellow, Paget, Smith
Insurance Review David Zimmerman, Chair	No March meeting	S. Goddard, Mingus, Rich-Stimson
Transportation Greg Menold, Chair	Tuesday, March 19 1:30pm - Tremont	Proehl, Crawford, Deppert, Hall, Harris, Nelms, Paget
Property Greg Longfellow, Chair	Tuesday, March 19 3:30pm – JCCR	Mingus, Atkins, M. Goddard, Graff, Joesting, Rich-Stimson, Schneider
Finance Nick Graff, Chair	Tuesday, March 19 following Property – JCCR	Schneider, Atkins, Deppert, S. Goddard, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Rich-Stimson
Human Resources Tammy Rich-Stimson, Chair	Tuesday, March 19 following Finance – JCCR	Harris, Atkins, Deppert, S. Goddard, Graff, Krehbiel, Longfellow, Menold, Mingus, Proehl, Schneider
Risk Management David Zimmerman, Chair	Wednesday, March 20 4:00pm – Jury Room	Harris, Atkins, Graff, Hall, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Executive David Zimmerman, Chair	Wednesday, March 20 following Risk Management	Harris, Atkins, Graff, Hall, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Board of Health	Monday, March 25 6:30pm - TCHD	Hall
County Board	Wednesday, March 27 6:00 pm – JCCR	All County Board Members
Good Friday Holiday	Friday, March 29	County Offices Closed