



Property Committee

Max Schneider, Chairman
James Carius Community Room
101 S. Capitol Street
Pekin, Illinois 61554
Tuesday, April 22, 2025 – 3:30 p.m.

- I. Roll Call
- II. Approve the minutes of the March 18, 2025 meeting
- III. Public Comment
- IV. New Business

- P-25-07 A. Recommend to Approve Bid for New Animal Control Building
- P-25-06 B. Recommend to Approve Additional Items for the New Impound Building in Tremont
- C. Discussion: McKenzie/Courthouse Heating Boiler Replacement
- D. Discussion: Office Space Reconfiguration for the Finance Department
- E. Discussion: Existing Properties Update

- V. Reports and Communications
- VI. Unfinished Business
- VII. Recess

Members: Chairman Max Schneider, Vice-Chair Eric Stahl, Dave Mingus, Nancy Proehl, Mike Harris, Eric Schmidgall, Jon Hopkins, Kim Joesting, Aaron Phillips



Minutes pending committee approval

Property Committee Meeting

James Carius Community Room

Tuesday, March 18, 2025 – 3:30 p.m.

Committee Members Present: Presiding Chairman Eric Stahl, Mike Harris, Jon Hopkins, Dave Mingus, Kim Joesting, Nancy Proehl, Eric Schmidgall

Committee Members Absent: Chairman Max Schneider

MOTION **MOTION BY MEMBER MINGUS, SECOND BY MEMBER JOESTING**
to approve the minutes of the February 18, 2025 meeting

On voice vote, **MOTION CARRIED UNANIMOUSLY.**

P-25-05 **MOTION BY MEMBER HARRIS, SECOND BY MEMBER PROEHL** to
recommend to approve elevator upgrades

Facilities Maintenance Director, Mike Schone, stated that they have been waiting on contractors to let them know exactly what needs to be done. He stated that with the exception of the Courthouse, all downtown elevators will be upgraded. He stated that our elevators would be shut down if the upgrades were not completed this year.

On voice vote, **MOTION CARRIED UNANIMOUSLY.**

Facilities Maintenance Director, Mike Schone provided a handout to the members which contained a list of current projects.

Member Hopkins questioned PJ Hoerr, requesting drawings, and Administrator Mike Deluhery stated that PJ Hoerr does not have blueprints with exact measurements and we will be moving forward with having Wold do all measurements.

RECESS Presiding Chairman Stahl recessed the meeting at 3:37 p.m.

(transcribed by S. Gullette)

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 approve the bid proposal submitted by P.J. Hoerr to design and build a new Animal Control Building at the Tremont Campus (RFP #2025-P-02); and

WHEREAS, the current animal control facility has been determined to be inadequate for current operations, with issues including:

- inadequate space for the animal control facilities team
- poor ventilation due to the HVAC system circulating the same air throughout the entire facility
- not meeting current-day animal standards based on the space within kennels, separation between kennels, and lack of quarantine areas
- kennels that are due for replacement
- not having the ability to perform veterinarian services onsite
- not having adoption rooms within the facility

WHEREAS, a request for proposal was issued soliciting proposals from vendors to 1) determine the ideal location for the facility on the Tremont Campus, and 2) propose a building that will meet the long-term needs of the facility based on a preliminary layout determined by the animal control director; and

WHEREAS, the proposed layout includes separate quarantine rooms, a veterinarian medical room, better pet adoption areas, dog kennels that will allow for interior and exterior access, and a fenced unloading area; and

WHEREAS, proposals were submitted by P.J. Hoerr, Blunier Builders, Inc., GIVSCO Construction Co., and CAD Construction, Inc., in the amounts provided in the attached bid report, excluding alternatives, with PJ Hoerr proposing a pre-engineered metal building and the other three vendors proposing a post-frame building; and

WHEREAS, PJ Hoerr's proposal is recommended as the best proposal with:

- The location being proposed along the ring road drive near the EMA building, with the cost of completely updating the drive being included in the proposal
- A pre-engineered metal building using steel, which eliminates any concerns with wood when areas of the facility are routinely power-washed
- A robust HVAC system, with three separate systems (employee areas, quarantined animals, and non-quarantined areas) using a dedicated outdoor air system (DOAS) which would have the ability to turn over air in the animal confinement areas fourteen times per hour.

WHEREAS, the proposed timeline by PJ Hoerr would result in the building being completed in January 2026; and

WHEREAS, preliminary building design features were provided with the proposal and county representatives would work with PJ Hoerr on determining the final layout and features prior to initiating construction; and

WHEREAS, PJ Hoerr's base bid price was submitted as three million four hundred eighty-nine thousand twenty-three dollars (\$3,489,023); and

WHEREAS, an alternate was given for PJ Hoerr to provide all counters and countertops, rather than being partially provided by the kennels vendor at a cost of thirty-two thousand dollars (\$32,000); and

WHEREAS, additional items are expected for the project with total costs of \$264,700, as listed below and in Exhibit A that will be County-purchased or able to be added to the PJ Hoerr contract at a later date:

- Kennels Additional Costs: \$ 150,000
- Dog Kennel Runs (budgeted separately by Animal Control): \$ 33,000
- Furniture: \$ 45,000
- Adding Windows in Animal Confinement Areas: \$ 15,000
- Gas-Powered Hot Water High Pressure Washer: \$ 12,500
- Shed Relocation (up to cost for site prep & moving): \$ 6,500
- Builders Risk Insurance: \$ 2,700

WHEREAS, with the design being at the preliminary stage, it is recommended that 5% contingency be budgeted for the project to account for any changes during the final design process and for unforeseen items (e.g. additional site preparation costs) for a total amount of one hundred eighty-nine thousand, two hundred eighty-six dollars (\$189,286); and

WHEREAS, it is recommended that the County administrator, in consultation with the Property Committee Chairman and County Board Chairman, be authorized to issue change orders to incorporate the applicable above-listed expected costs when the amounts are fully determined, and for any other project costs that arise for a total amount not to exceed \$25,000, with Property Committee being notified of the change orders at the next scheduled meeting and having the ability to reset the County Administrator's change order authority; and

WHEREAS, \$1.576 million was budgeted for the facility in the 5-year Capital Improvement Plan ("CIP") through a combination of the CIP Fund and Animal Control Fund; and

WHEREAS, the additional \$2.23 million in expected costs, plus any used contingency, would be paid from the CIP Fund and would require that amount to be a budgeted transfer from the General Fund to the CIP Fund for FY 2026 to maintain 100% funding of the 5-year CIP Fund.

THEREFORE BE IT RESOLVED that the County Board approves the recommendations and authorizes the Chairman to enter into an agreement with PJ Hoerr for both the base bid and alternate for counters and countertops for three million five hundred twenty-one thousand and twenty-three dollars (\$3,521,023).

BE IT FURTHER RESOLVED that the County administrator, in consultation with the Property Committee Chairman and County Board Chairman, is authorized to issue change orders to incorporate the applicable above-listed expected costs when the amounts are fully determined, and for any other project costs that arise for a total amount not to exceed \$25,000, with Property Committee being notified of the change orders at the next scheduled meeting and having the ability to reset the County Administrator's change order authority.

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

PASSED THIS 30th DAY OF APRIL, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Exhibit A - New Animal Control Facility Costs

Current Proposed Contract Amount:

Base Bid	\$ 3,489,023
Alternate: Providing All Counters and Countertops	\$ 32,000
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Total	\$ 3,521,023

Known Additional Costs:

Kennels Additional Costs	\$ 150,000
Dog Kennel Runs (budgeted separately by Animal Control)	\$ 33,000
Furniture	\$ 45,000
Adding Windows in Animal Confinement Areas	\$ 15,000
Gas-Powered Hot Water High Pressure Washer	\$ 12,500
Shed Relocation (up to cost for site prep & moving)	\$ 6,500
Builders Risk Insurance	\$ 2,700
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Total	\$ 264,700

Total Expected Cost: **\$ 3,785,723**

5% Contingency Amount **\$ 189,286**

Tazewell County

Project # 2025-P-02

Design-Build of the Animal
Control Facility

03.14.2025 @ 2:30 pm

Bidder:	P.J. Hoerr	Blunier Builders, Inc.	GIVSCO Construction Co.
Date/Time Received:	03.14.2025 @ 2:02 pm	03.14.2025 @ 2:02 pm	03.14.2025 @ 2:22 pm
Base Bid: including all material costs, labor, freight, disposal of removed materials, repairs, etc.	Wood Building: \$3,471,307.00	\$2,880,200.00	\$3,399,000.00
Optional Cost/Considerations:	Pre-Engineered Metal Building: \$3,489,023.00		
Rate for Time and Material Calculations			
Warranty Terms			
Start Date	Proposed Start: 05.01.2025	Proposed Start: May, 2025	Proposed Start Date: 04.14.2025
Completion Date/Number of Days to Completion	Proposed Completion: 01.08.2026	Proposed Completion: June, 2026	Proposed Completion Date: 12.26.2025

Tazewell County

Project # 2025-P-02

Design-Build of the Animal
Control Facility

03.14.2025 @ 2:30 pm

Bidder:	CAD Construction, Inc.		
Date/Time Received:	03.14.2025 @ 2:24 pm		
Base Bid: including all material costs, labor, freight, disposal of removed materials, repairs, etc.	\$3,460,000.00		
Optional Cost/Considerations:			
Rate for Time and Material Calculations			
Warranty Terms			
Start Date	Not Provided		
Completion Date/Number of Days to Completion	Not Provided		



AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 16 day of April in the year 2025
(In words, indicate day, month and year.)

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

Tazewell County
11 South 4th Street, Suite 432
Pekin, Illinois 61554

and the Design-Builder:
(Name, legal status, address and other information)

P.J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604

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

New Animal Control Building Project # 2025-P-02
21314 State Route 9
Tremont, IL 61568
Project: Design and Construction of a New Animal Control Center

The Owner and Design-Builder 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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

The design and construction of an approximately 10,368 sq. ft. facility would

accommodate Animal Control's long-term needs. The Design-Builder will work with Animal Control to validate the design and propose modifications to address long-term needs and the building site. The Contractor will be responsible for all phases of the project, including sitepreparation.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

The Project Specifications RFP 2025-P-02 Design-Build for New Animal Control Facility Sections 1.1 & 2.2 and Exhibit A Owner's Criteria as provided by the county in the Request for Proposal.

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Reference the attached proposal which the GMP is based off for specific building characteristics.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

None

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

None

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

\$3,500,000

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

NA

.2 Submission of Design-Builder Proposal:

NA

.3 Phased completion dates:

NA

.4 Substantial Completion date:

NA

.5 Other milestone dates:

NA

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

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

.1 Architect

EA Architecture & Design, Inc.
802 N Clinton St, Bloomington, IL 61701

.2 Consultants

KED bluestone
707 NE Jefferson Ave., Peoria, Illinois

Austin Engineering
311 SW Water St.. Ste 215, Peoria, IL 61602

.3 Contractors

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

NA

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Mike Deluhery, County Administrator
11 South 4th Street, Suite 432
Pekin, Illinois 61554

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

NA

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

NA

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Matthew Brown & John Sutherland
P.J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ [X] Arbitration pursuant to Section 14.4
☐ [] Litigation in a court of competent jurisdiction
☐ [] Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 **The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 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 Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

NA

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Four point four nine percent (4.49 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder'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 Design-Builder.

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

1 % One Percent Per Month

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

Init.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by

the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it 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 Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

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

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, 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, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. 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 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; 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 an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder 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, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder 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.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

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

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder 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.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build 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 Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder 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 14.

§ 5.6 Allowances

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

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder'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 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity 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 person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder 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 Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

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

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

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

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 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 Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder 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 Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying 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 Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, 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 will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder 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 or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by 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 or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

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

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, 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 Design-Build 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 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and 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, 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 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. 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.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder 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.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the

Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder 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 Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of 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; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder 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 Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written 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 deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as 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 Design-Builder 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 Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder 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 Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner 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 to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, 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 Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .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 Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the

Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment 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 Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, 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 Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, 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 Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build 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 Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner 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 Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build 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.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build 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 Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance 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 Design-Builder 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 Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder 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 Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder 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 Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (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 Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or 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 an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, 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 Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of 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 Design-Build Documents; or
 - .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder 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 Design-Builder shall be responsible for precautions for the safety of, and 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 Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder 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 Design-Builder 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 notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 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 Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder 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 the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible,

written 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

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build 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 Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written 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 Design-Builder 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 Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has 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 Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, 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 materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder 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 Design-Builder, the Design-Builder 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 Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after 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 any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, 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 an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder 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 the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 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.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build 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 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, 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 Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder 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.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the 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, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor 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 alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, 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 alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice

to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

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

§ 13.1.4 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.

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

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, 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 Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 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.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. 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 Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder 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 Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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 Design-BUILDER arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-BUILDER shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time 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 Design-BUILDER waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-BUILDER must be initiated by written notice to the other party 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.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-BUILDER that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-BUILDER shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-BUILDER intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-BUILDER intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-BUILDER'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.

§ 14.1.6.2 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.

§ 14.1.7 Claims for Consequential Damages

The Design-BUILDER 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 Design-BUILDER 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 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify 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.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, 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 Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 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.

§ 14.3 Mediation

§ 14.3.1 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 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 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 proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 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.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, 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. 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.

§ 14.4.1.1 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 or statute of repose. For statute of limitations or statute of repose 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.

§ 14.4.2 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.

§ 14.4.3 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.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 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).

§ 14.4.4.2 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.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of

the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build 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.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder 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 in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder 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 Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential 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 Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract 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.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build 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.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds

(Paragraph deleted)

- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

NA

- .6 Other:

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

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

John Sutherland Executive Vice President

(Printed name and title)

Additions and Deletions Report for AIA® Document A141® – 2014

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 11:29:32 ET on 04/17/2025.

PAGE 1

AGREEMENT made as of the 16 day of April in the year 2025

...

Tazewell County
11 South 4th Street, Suite 432
Pekin, Illinois 61554

...

P.J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604

...

New Animal Control Building Project # 2025-P-02
21314 State Route 9
Tremont, IL 61568
Project: Design and Construction of a New Animal Control Center

PAGE 2

The design and construction of an approximately 10,368 sq. ft. facility would accommodate Animal Control's long-term needs. The Design-Builder will work with Animal Control to validate the design and propose modifications to address long-term needs and the building site. The Contractor will be responsible for all phases of the project, including sitepreparation.

PAGE 3

The Project Specifications RFP 2025-P-02 Design-Build for New Animal Control Facility Sections 1.1 & 2.2 and Exhibit A Owner's Criteria as provided by the county in the Request for Proposal.

...

Reference the attached proposal which the GMP is based off for specific building characteristics.

...

None

...

None

...

\$3,500,000

...

NA

...

NA

...

NA

...

NA

PAGE 4

NA

...

EA Architecture & Design, Inc.
802 N Clinton St, Bloomington, IL 61701

...

KED bluestone
707 NE Jefferson Ave., Peoria, Illinois

Austin Engineering
311 SW Water St.. Ste 215, Peoria, IL 61602

...

NA

...

§ 1.1.12 ~~If the Owner and Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.~~

...

Mike Deluhery, County Administrator
11 South 4th Street, Suite 432
Pekin, Illinois 61554

PAGE 5

NA

...

NA

...

Matthew Brown & John Sutherland
P.J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604

...

[X] Arbitration pursuant to Section 14.4

PAGE 7

NA

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Four point four nine percent (4.49 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder'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 Design-Builder.

...

1 % One Percent Per Month

PAGE 34

~~.4 — AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed~~
~~.5 — AIA Document E202™ 2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, .5~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

NA

...

John Sutherland Executive Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John Sutherland, 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 11:29:32 ET on 04/17/2025 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 A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 15 day of April in the year 2025 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

New Animal Control Building Project # 2025-P-02
21314 State Route 9, Tremont, IL 61568

THE OWNER:

(Name, legal status and address)

Tazewell County
11 South 4th Street, Suite 432
Pekin, Illinois 61554

THE DESIGN-BUILDER:

(Name, legal status and address)

P.J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

☒ [X] Stipulated Sum, in accordance with Section A.1.2 below

☐ [] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

- [] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be Three Million Five Hundred Twenty One Thousand Twenty Three (\$ 3,521,023), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

Counter and Cabinetry As Shown On Floor Plan Sketches Accepted, \$32,000.00 – Reference Attachment A

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item NA	Units and Limitations	Price per Unit (\$0.00)
------------	-----------------------	-------------------------

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (1 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

Init.

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

A reduction to 5% at 50% completion of work as billed.

(Paragraphs deleted)

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than Five Hundred and Forty (540) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attachment A	PJ Hoerr Budget and Scope		

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

NA

Section

Title

Date

Pages

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

NA

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

NA

Other identifying information:

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

NA

.2 Contingencies

Contingency is carried by the Owner

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See PJ Hoerr Budget and Scope Attachment A

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

See PJ Hoerr Budget and Scope Attachment A

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

NA

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

Init.

/

.1 Superintendent

Ross Hodgeson or Equivalent

.2 Project Manager

Matthew Brown

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

EA Architect, Austin Engineering and KED bluestone

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included

NA

Status (full-time/part-time)

Rate (\$0.00)

Rate (unit of time)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, 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.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such 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 Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 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 Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder 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 Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder 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, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

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

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of

surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder 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 Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder 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 the 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 Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder'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.

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

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)

Additions and Deletions Report for AIA® Document A141® – 2014 Exhibit A

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.

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PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 15 day of April in the year 2025 (the "Agreement")

...

New Animal Control Building Project # 2025-P-02
21314 State Route 9, Tremont, IL 61568

...

Tazewell County
11 South 4th Street, Suite 432
Pekin, Illinois 61554

...

P.J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604

...

[X] Stipulated Sum, in accordance with Section A.1.2 below

PAGE 2

§ A.1.2.1 The Stipulated Sum shall be Three Million Five Hundred Twenty One Thousand Twenty Three (\$ 3,521,023), subject to authorized adjustments as provided in the Design-Build Documents.

...

Counter and Cabinetry As Shown On Floor Plan Sketches Accepted, \$32,000.00 – Reference Attachment A

...

NA

~~§ A.1.3 Cost of the Work Plus Design-Builder's Fee~~

~~§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.~~

~~§ A.1.3.2 The Design-Builder's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)~~

~~§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price~~

~~§ A.1.4.1~~ The Cost of the Work is as defined in Article A.5, Cost of the Work.

~~§ A.1.4.2~~ The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

~~§ A.1.4.3 Guaranteed Maximum Price~~

~~§ A.1.4.3.1~~ The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed —(\$ —), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

~~§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price~~

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

~~§ A.1.4.3.3~~ The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

~~§ A.1.4.3.4~~ Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item

Units and Limitations

Price per Unit (\$0.00)

~~§ A.1.4.3.5~~ Assumptions, if any, on which the Guaranteed Maximum Price is based:

~~§ A.1.5 Payments~~

~~§ A.1.5.1 Progress Payments~~

~~§ A.1.5.1.1~~ Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

~~§ A.1.5.1.2~~ The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the day of the month, the Owner shall make payment of the certified amount to the Design Builder not later than the day of the month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than () days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design Builder, less (2) that portion of those payments attributable to the Design Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design Builder has used amounts previously paid. 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.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (1 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);

PAGE 3

A reduction to 5% at 50% completion of work as billed.

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design Builder through the end of the period covered by the Application for Payment and for which Design Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~1 Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- ~~2 Add the Design-Builder's Fee, less retainage of — percent (— %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~3 Subtract retainage of — percent (— %) from that portion of the Work that the Design-Builder self-performs;~~
- ~~4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price 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 Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual 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.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~1 Take 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 schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.~~
- ~~2 Add 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 Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~3 Add the Design-Builder's Fee, less retainage of — percent (— %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~4 Subtract retainage of — percent (— %) from that portion of the Work that the Design-Builder self-performs;~~
- ~~5 Subtract the aggregate of previous payments made by the Owner;~~
- ~~6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.~~

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on

~~agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.~~

...

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than Five Hundred and Forty (540) days from the date of this Amendment, or as follows:

...

Attachment A

PJ Hoerr Budget and Scope

PAGE 4

NA

...

NA

...

NA

...

NA

...

Contingency is carried by the Owner

...

See PJ Hoerr Budget and Scope Attachment A

...

See PJ Hoerr Budget and Scope Attachment A

...

NA

PAGE 5

Ross Hodgeson or Equivalent

...

Matthew Brown

...

EA Architect, Austin Engineering and KED bluestone

...

NA



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John Sutherland, 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 11:30:04 ET on 04/17/2025 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 A141™ – 2014 Exhibit A, Design-Build Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

TAZEWELL COUNTY ANIMAL CONTROL FACILITY



***DESIGN-BUILD FOR NEW
ANIMAL CONTROL FACILITY***

Tremont, IL



P.J. HOERR

Since 1914

March 14, 2025

#2025-P-02

TABLE OF CONTENTS

1. Letter of Introduction - page 4
2. Company History - page 9
3. Unique Qualifications & Experience - page 11
4. Key Personnel - page 17
5. Proposed Approach to Project - page 48
6. Additional Information - page 57
7. Pricing and Required Documents - page 65



Tab 1 - LETTER OF INTRODUCTION





Peoria Office: 107 N. Commerce Place, Peoria, IL 61604 • Phone: 309.688.9567 • Fax: 309.688.9556

Bloomington/Normal Office: 117 Merle Lane, Normal, IL 61761 • Phone: 309.888.9567 • Fax: 309.888.9556

March 14, 2025

Mindy L. Darcy, CPA
Tazewell County Finance Director /
Assistant County Administrator
11 South Fourth Street, Suite #120
Pekin, IL 61554

RE: Request for Proposal Response
Design-Build Services – New Animal Control Building
Project # 2025-P-02

Dear Ms. Darcy:

We are pleased to provide our design, construction and planning qualifications to you and your team. We believe you will find that PJ Hoerr has an outstanding resume of Design-Build and Construction Manager projects and more specifically, local government projects similar in nature to the New Animal Control Building. We have assembled a team that we feel is a “Great Fit” to design and construct your new facility.

PJ Hoerr has been in the construction business since 1914, and we are constantly Improving the value and quality of our design, pre-construction and construction services. We believe in the Design-Build process, working closely with the client and designer to fully plan, design, budget, and schedule the project.

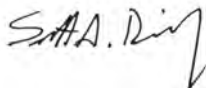
We hope you will consider PJ Hoerr for your current project for the following reasons:

- 1. PJ Hoerr knows Tazewell County and is familiar with performing work in the area. We have been a leading local construction company with our roots embedded in the Central-Illinois area since 1914. We continuously have projects located in and around Pekin/Tremont. Thus, we are familiar with the local economy, local contractors, and local labor. We have deep and trusting relationships with the local subcontracting and supplier community. This will guarantee you receive the best pricing and personnel assigned to your project.**
- 2. Our team values our relationship with Tazewell County. Over the past 7 months, we have gained an understanding of how to work best with Tazewell County while working on the Tazewell County Justice Center Annex, and we have proven to be an asset who always has the County’s best interest at the forefront. We feel we can deliver excellent value while helping the team deliver the best fit building with the location that best serves your needs.**

3. **At the present time, nearly seventy percent (70%) of our business is performed on a construction manager or design/build basis. We know how to work as a part of a team, what attitude to bring to the project, and how to manage the pre-construction process to provide the best value to the Owner. We would be very comfortable entering into a Design-Build agreement as noted in the request.**
4. **PJ Hoerr is a leader in building envelope detailing and construction. We constantly aid our clients in designing and building very energy-efficient and water-tight facilities. Our experts have been called upon by both building owners and design professionals to troubleshoot problems and advise on design details. We are aware of no other local firm that has a full-time construction quality control superintendent.**
5. **PJ Hoerr has a reputation for producing quality work in a timely manner. We've been in business for over one hundred years and have built our reputation on quality work. The only way for our construction management and design/build business models to succeed is to maintain this reputation.**

We thank you again for allowing us the opportunity to describe our company and look forward to continuing our relationship with you in the future.

Sincerely,
P. J. Hoerr, Inc.



Scott Rinkenberger
CEO
M: 309-303-3068
E: scott@pjhoerr.com

Peoria Office
107 N. Commerce Place
Peoria, IL 61604
309-688-9567
www.pjhoerr.com





PRIORITY OF PROJECT

Understanding of the Priority:

We understand that all public projects delivered by Tazewell County are important to the community. It will be under public scrutiny and be visible to the public and press. We acknowledge that the existing facilities need upgraded, and that this new facility will vastly improve the conditions for personnel and the animals which reside. We will maintain a sense of urgency to complete this project as efficiently as possible.

Personnel Commitment:

PJ Hoerr is committing a company owner as the Principal In Charge (John Sutherland) and a Senior Project Manager (Matt Brown) as upper level management to oversee the planning and execution of the project. An additional Project Manager/Project Engineer will also be assigned to ensure all deliverables are met to satisfy the needs and timeline of Tazewell County. The Pre-Construction/Estimator (Adam Laible) has planned and priced many similar facilities of this nature throughout his career.

Corporate Commitment:

Our company truly values our relationship with Tazewell County, and we care about the entire team's success. We commit to doing our very best to deliver the New Animal Shelter in the most economical way possible, with the highest level of quality, which meets your long-term goals. We will ensure that our personnel perform our work in a manner which meets and exceeds your expectations.

Although PJ Hoerr is not the largest construction company in the Central-Illinois area, most of the other firms do a large amount of their total work outside of Central-Illinois, and outside of Illinois, resulting in PJ Hoerr completing more work in Central-Illinois than any other construction firm. This repeat work only continues if we maintain a very good record of customer service and timely, quality construction.

FIRM CONTACT INFORMATION

PJ HOERR LOCATION RESPONSIBLE FOR PROJECT:



PJ Hoerr Inc.



107 N Commerce Place
Peoria, IL 61604



309.688.9567



pjhoerr.com

PJ HOERR RFP PROPOSAL CONTACT:

JOHN SUTHERLAND

Executive Vice President
PJ Hoerr Inc.
107 N Commerce Place
Peoria, IL 61604
309.699.9191
john@pjhoerr.com



Tab 2 - Company History



FIRM HISTORY

PJ Hoerr stands as a premier general contractor, construction manager, and design-builder. Founded in 1914 by Philip J. Hoerr as a concrete construction company, our stamp can still be seen on many driveways and sidewalks. In 1957 PJ Hoerr was incorporated and transitioned into general commercial construction. Now into our 110th year of operation, PJ Hoerr has become a diverse, multi-office commercial builder performing nearly \$200 million of work annually.

PJ Hoerr is privately owned by the executive ownership team of Kirk Anderson as Chairman of the Board, Scott Rinkenberger serving as CEO, Nick Hart as President and John Sutherland as Executive Vice President. The leadership team is rounded out with Colin Logue as Vice President of Bloomington/Normal Operations. This team continues to lead the company based on the strong Christian values of its founder.

What makes PJ Hoerr different than other contractors is the large amount of pre-construction planning and design-build work that we perform. The vast majority of our work is contracted in this manner. We pride ourselves on being team players and we are very willing and able to take responsibility for both the design and construction of our projects. Our staff currently includes a licensed architect and a structural engineer. We also know that cost is always an issue in construction, so PJ Hoerr continues to pursue contracts on a hard-bid basis. We believe this “keeps our pencils sharp” and maintains our knowledge of current market costs.

PJ Hoerr self-performs approximately \$30 million of carpentry, general labor, steel erection, and concrete work each year. As opposed to some purely “briefcase” contractors and construction managers. PJ Hoerr knows the “nuts and bolts” of building construction.

In our relentless efforts to maintain a high-quality standard while reducing completion time to a minimum, we created three other affiliated companies that work with us to achieve these ends. These firms, Summit Masonry and Stone Works, Benchmark Cabinets and Millwork, and VanBuskirk Steel provide materials and craftsmanship during critical portions of the construction process. Depending on the type of project, these companies will work directly for PJ Hoerr or will supply independent bids and compete for the contract as a typical subcontractor.

Our PJ Hoerr team of over 150 full-time employees stand ready to develop creative ways to help you design, manage, and build your next construction project. Our philosophy of teamwork and our unwavering commitment to Philip J. Hoerr’s early ideals of hard work and quality guide us to our ultimate goal... an enthusiastic, long-term, and delighted client.

General Business Organization

PJ Hoerr is an Illinois corporation with offices in Bloomington/Normal and Peoria, Illinois, and Columbia, Missouri. We are a union construction firm signatory with the Laborers, Carpenters, Concrete Finishers, and Iron Workers unions. Our subsidiary companies include VanBuskirk Steel, a structural steel erection company, Benchmark Cabinets and Millwork, a union casework production company, Summit Masonry, a union masonry construction company, and Reinhardt Construction, a general contracting company in Columbia, MO.

PJ Hoerr states that it is a domestic corporation and is incorporated under the laws of the State of Illinois. PJ Hoerr has complied with all the provisions of the Business Corporation Act of the State of Illinois and is in good standing as a domestic corporation in the State of Illinois. See Appendix for certificate.

PJ Hoerr is not barred to hold public contracts in Illinois.

PJ Hoerr is not in any direct open litigation or arbitration and has none to report for the last 5 years. However, PJ Hoerr is named in a lawsuit filed between a Subcontractor and an Owner. We can provide additional information upon request.

Firm Revenues – Broken Down by Division and Subsidiaries:

	2020	2021	2022	2023	2024
PJ Hoerr	134,960,300	174,416,000	172,541,322	176,958,500	150,399,302
Benchmark	3,770,800	4,828,000	4,550,800	5,240,813	5,641,657
VBS	4,298,800	4,885,900	4,990,800	3,416,320	5,599,897
Reinhardt	-	1,679,300	11,176,278	7,901,526	9,262,332
Summit	3,385,400	3,894,200	3,927,500	5,089,641	5,923,368
TOTAL	146,415,300	189,703,400	197,186,700	198,606,800	176,826,556

Size of Firm – Staffing:

Executive and Mid-Level Managers – 7 employees

Professionals – 33 employees

Administrative Support – 12 employees

Skilled Trades / Field Laborers – approximately 100 employees

Total – 150+ employees

Professional Affiliations:

AGC (Association of General Contractors), AIA (American Institute of Architects), LEED (Leadership in Energy and Environmental Design), LEAN, ASHE (American Society for Health Care Engineering), NFPA (The National Fire Protection Association), ASCE (American Society of Civil Engineers), SEI (Software Engineering Institute)

Tab 3 - Unique Qualifications & Experience



Firm Experience Summary

In the last ten years, P.J. Hoerr has emphasized building our local government and municipal building market. To accomplish this, we have hired several respected and knowledgeable industry professionals who are leaders in this field. Combined, these individuals have over 100 years of experience completing government and municipal projects.

On your Tazewell County Animal Shelter project, we plan to staff the project with our four most experienced individuals in this market. As stated in the personnel section, these are John Sutherland as the Project Executive, Matt Brown as the Senior Project Manager, Adam Laible as the Pre-Construction/Estimator, and Ross Hodgeson as the Project Superintendent. Collectively, they have managed the construction of local government, federal Government, private and municipality facilities. They have led the estimating and preconstruction efforts on well over 25 projects.

Due to the uniqueness of this project, we have collected a team of design firms who are the right fit for this project who add tremendous value locally to your project. EA Architects have worked on countless projects with PJ Hoerr and have proven to be common sense architects with an abundance of experience without the big firm price tag.

We have also partnered with Austin Engineering. Austin Engineering has extensive local civil engineering knowledge and understands how to work with the County Administration office and the local jurisdictions. Their value as a trusted partner has shined while working with PJ Hoerr and the County on the Tazewell County Justice Center Annex.

Finally, we have brought in one of the best Mechanical, Electrical and Plumbing engineers in the area. KED has proven themselves to be exceptional partners who have vast experience in projects of this nature. KED has agreed to work with the following trade partners to deliver a design build solution; Montefusco HVAC, Illini Plumbing and Laser Electric, and Pipco which will all be subcontracted directly to PJ Hoerr and utilize KED to assist them with the MEP Design Build.

We have intentionally brought together a team who you can partner with in achieving your goals in delivering a New Animal Shelter on time and on budget. This is a team you can have confidence in. We commit to being a team that does what is best for Tazewell County and the people who count on your services. We want our experience as a group to be the trusted choice.

Although we have a deep resume of projects, the following pages show a sampling of the PJ Hoerr Team project experience. This selection includes many projects of similar type and structure to the proposed New Animal Shelter.

These projects include:

1. Tazewell County Justice Center Annex
2. Miller Welding Facility PEMB
3. Peoria Athletic Dome
4. ULM Veterinary Clinic
5. Highland Pet Hospital and Wellness Center
6. Peoria Animal Wellness Shelter (PAWS)
7. The Peoria Zoo
8. Humane Society of Central Illinois MEP Upgrades
9. Miller Park Zoo – South American Exhibit
10. Miller Park Zoo – Mule Foot Hog Exhibit
11. Miller Park Zoo – Sloth Exhibit
12. Miller Park Zoo – Concession
13. Wildlife Prairie Park - Cougar and Bear Enclosure
14. Wildlife Prairie Park - Wolf Compound
15. Wildlife Prairie Park - Buffalo and Elk Areas



TAZEWELL COUNTY JUSTICE CENTER ANNEX (COURTHOUSE) - PEKIN, IL

Project Address	101 S Capitol St. Pekin, IL 61554
Type of PJH contract	Construction Manager at Risk
Owner Rep Name	Mike Deluhery
Owner Rep Address	115 4th st. Suite 432, Pekin, IL 61564
Owner Rep Phone	309.478.5704
Owner Rep Email	mdeluhery@tazewell-IL.gov
Arch Rep Name	Matt Bickel, Wold Architects & Engineers
Arch Rep Address	220 N Smith St. Suite 310 Palentine, IL 60067
Arch Rep Phone	847.241.6100
Arch Rep Email	mbickle@woldae.com
Project Size (SF)	90,000 SF

Project Description: PJ Hoerr is the Construction Manager at Risk on a new \$39 Million, 90,000 SF, 3-story courthouse facility in Pekin, IL. This new facility consists of 3 courtrooms, judges chambers, jury assembly space, state's attorney offices, probation and drug treatment offices, and jury deliberation space. A secured, in-custody transport tunnel is being built between the new courthouse and the existing Tazewell County Justice Center.

Construction Costs (less A/E and CM Fees)	\$39,000,000
Project Status	In Pre-Construction
Date Complete	December 2026
PJH PE	John Sutherland
PJH PM	Matthew Brown
PJH Supt	Brian Eddy
Any DBE Participation (Explain)	TBD
Any Federal/State/Local Funds (Explain)	Local/Federal Funds (ARPA)

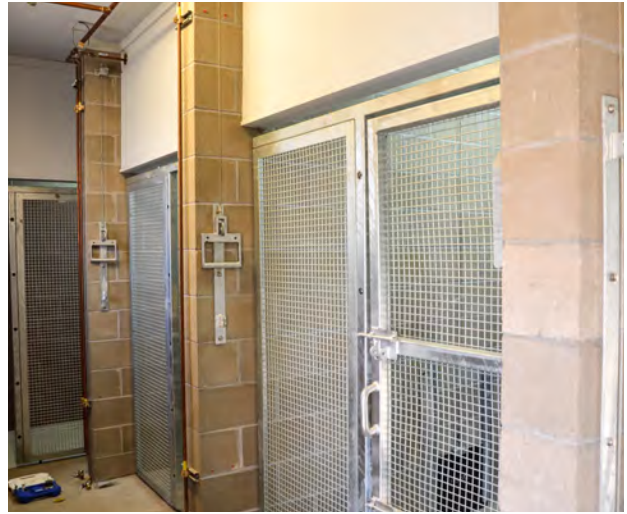


HUMANE SOCIETY OF CENTRAL ILLINOIS - NORMAL, IL

Type of PJH contract	Hard Bid General Contract
Arch Name	Shive-Hattery
Arch Rep Address	909 Arrow Road, Champaign, IL 61821
Project Size (SF)	8,800 SF

Project Description: This project was strictly an HVAC replacement and upgrade to the facility. Upgrades included air handlers, ductwork, ACT grid ceilings were installed throughout.

Construction Costs (less A/E and CM Fees)	\$1,062,000
Project Status	Complete
Date Complete	2021
PJH PE	Colin Logue
PJH PM	Jeff Trower
PJH Supt	Rob Mullens
Any DBE Participation (Explain)	No
Any Federal/State/Local Funds (Explain)	No



SOUTH AMERICAN EXHIBIT-MILLER PARK ZOO - BLOOMINGTON, IL

Type of PJH contract	Hard Bid General Contract
Arch Name	WDM Architects/Farnsworth
Project Size (SF)	1,075 SF

Project consists of the demo/removal of the existing exhibit. Installation of a retaining wall, site improvements to divide site into three exhibits, installation of site ponds and new fencing. New building to house the Tortoise, Ant Eater and Bush Dogs. Includes custom fabricated cage/gate enclosures in the building.

Construction Costs (less A/E and CM Fees)	\$1,062,600
Project Status	Complete
Date Complete	Spring 2023
PJH PE	Colin Logue
PJH PM	Dave Wilson
PJH Supt	Les Tiller
Any DBE Participation (Explain)	No
Any Federal/State/Local Funds (Explain)	No

Additional References

In addition to the contacts listed on the project profiles, we would like to provide the following references for your follow-up, if desired.

Reference #1

Bob Senneff
CEO
Graham Health System
210 West Walnut Street, Canton, IL 61520
309-647-5240 x2201
rsenneff@grahamhospital.org

Bob has been our point of contact for this 22-year relationship. We have completed over 50 complex projects totaling over \$110 million in construction. Scott Rinkenberger is currently the Principal in Charge on all of Graham's projects.

Reference #2

Paula Pratt
Development Director
Miller Park Zoo
1020 S Morris Ave
Bloomington, IL 61701
Phone: 309-434-2243
ppratt@mpzoologicalsociety.org

Paula has worked with PJ Hoerr on many projects over the years and has continually utilized PJ Hoerr as a resource when it comes to all aspects of construction. These projects are fun in nature, and she recently awarded PJ Hoerr an exhibit which will be completed in May of 2025. She has worked with Matt and the team over the years successfully completing projects for the zoo.

Reference #3

George Alwan
West Region Construction Manager
Carle Health / Carle Young Minds
221 NE Glen Oak Ave, Peoria, IL 61636
309-219-2133
george.alwan@carle.com

George has overseen multiple projects during our nearly 20-year relationship with Methodist, Unity Point, now Carle Methodist, and Carle Pekin Hospital.

Reference #4

Lisa Thompson
CEO
Project Oz
1105 W Front St.
Bloomington, IL 61704
309-827-0377
lisat@projectoz.org

Lisa recently oversaw an expansion project at Project OZ. She worked diligently with our team overcoming preconstruction hurdles that ultimately strengthened our team relationship.

Tab 4 - Key Personnel



Key Personnel and Responsibilities

John Sutherland

M: 309-699-9191

E: john@pjhoerr.com

Principal in Charge (PIC)

Mr. Sutherland will have overall responsibility for the successful completion of the project from beginning to end. He will oversee the design and preconstruction process to ensure that all stakeholders are satisfied with the overall team's performance. During construction, John will still maintain overall responsibility and conduct frequent site visits, but the day-to-day management of the project will shift to the PJ Hoerr Project Management team.

Matt Brown

M: 309-214-1085

E: mattb@pjhoerr.com

Senior Project Manager (PM)

Mr. Brown will be involved in the pre-construction phase of the project by working closely with the Project Executive to help to develop agendas, schedules, estimates, and construction schemes. He will be very involved in subcontracting the project. Once construction begins, Matt will be on-site frequently and will have day-to-day responsibility to manage the project and communicate with the Owner. Matt will also be responsible for preparing and submitting pay requests.

Ross Hodgson

M: 309-303-8163

E: ross@pjhoerr.com

Project Superintendent (PS)

Mr. Hodgson will have some involvement in pre-construction services advising the team on constructability, schedule, and methods. During construction, Ross will be on the site all day, every day, to supervise the construction, resolve problems, advance the schedule, coordinate deliveries, inspect for quality workmanship, and communicate with the owner.

Adam Laible

M: 309-635-1730

E: adam@pjhoerr.com

Pre-Construction / Estimating

Adam Laible has been in the construction industry for 11 years, since he started his career at P.J. Hoerr in 2014. Adam works in the preconstruction and estimating department for P.J. Hoerr. His estimates focus on industrial, manufacturing, municipal/government, healthcare and commercial clients. His estimating responsibilities have included hard bid estimates, conceptual budgets, design development budgets, scheduling, writing contracts, and ensuring a smooth handoff to the project managers and field superintendents. Adam will serve as the lead estimator for this project providing budgetary updates with drawing progress sets through the design process as well as analyzing value engineering opportunities and alternative materials to help remain within budget. Adam will coordinate with our chosen construction and design partners to ensure the quality and constructability standards of PJH are withheld even during the planning stages of the project.

Hans Hinrichsen

M: 309-370-2893

E: hans@pjhoerr.com

Safety Director (SD)

Along with the Project Executive, the Project Manager, the Project Superintendent, and every other PJ Hoerr employee on the site, Mr. Hinrichsen will share responsibility for safe work practices and a safe environment. Specifically, Hans will meet with subcontractors before they start work on the site to review their work plans, he will review PJ Hoerr's work plans, and he will make frequent site visits to help protect the workers, visitors, and staff from unsafe project situations.

Phil Watkins

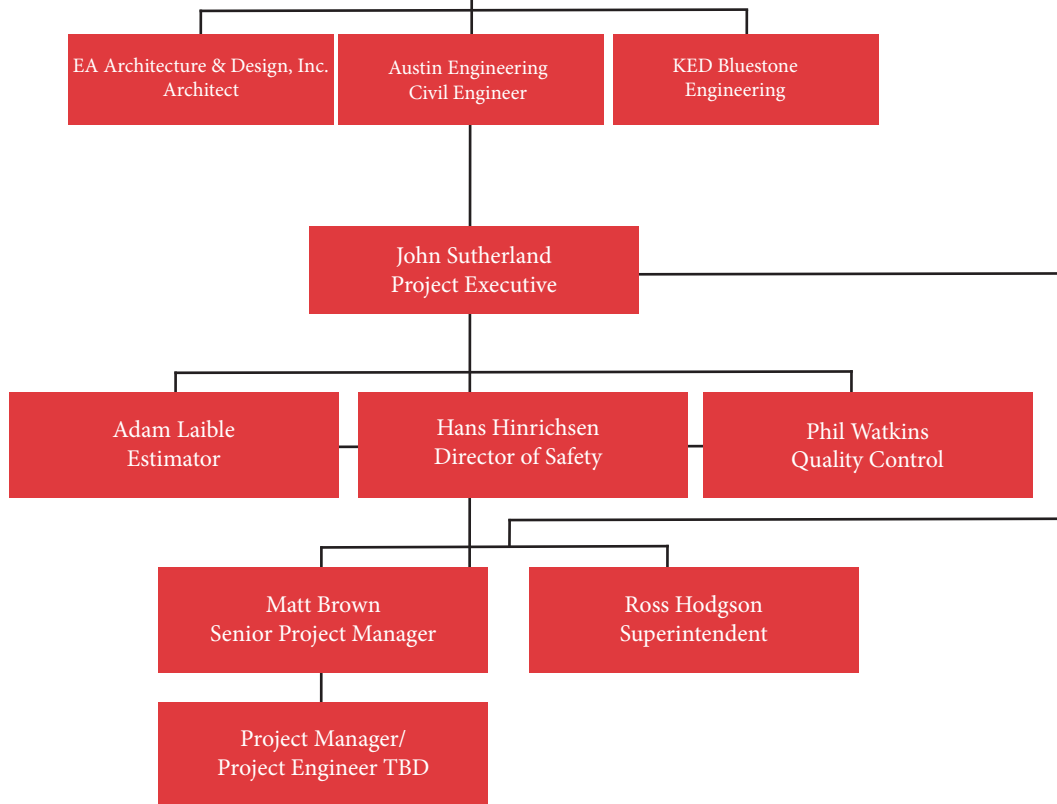
M: 309-208-3821

E: pwatkins@pjhoerr.com

Quality Control Superintendent (QCS)

Mr. Watkins will have responsibility during pre-construction to review the designer's details to enhance weather tightness and long-term durability advising the designers to help create an energy-efficient and watertight building envelope if new openings are added to the exterior. Phil will also review the documents for any issues that could affect energy efficiency and construction quality control. During construction, he will be on-site to review installation details with the glazers, the masons, the carpenters installing siding, the roofer, and the mechanical subcontractors.

PROPOSED PROJECT TEAM CHART





John Sutherland

Project Executive

EDUCATION:

Bachelors of Science in
Construction, Minor in
Business Administration
Bradley University, Peoria, IL

AWARDS:

Tricon/Better Built 2018 Construc-
tion Person of the Year
Neighborhood House 2024 John
Brock Award

ORGANIZATIONS:

American Society of Healthcare
Engineers (ASHE)
The Builders Association - Kansas
City – Past Board Member
Construction Specifications Insti-
tute – Central Missouri Chapter –
Past President
Central Illinois Builders of AGC –
Past President
Greater Peoria Contractors & Sup-
pliers Association – Past President

CERTIFICATIONS:

ASHE / Healthcare Construction
Certificate (HCCC)
International Brotherhood of
Carpenters ICRA Training

SAFETY TRAINING:

OSHA / 30 Hour Construction
Safety and Health Training
American Red Cross First Aid
Training

John has served in many roles during his construction career, starting as an intern while attending Bradley University, working as a Project Manager overseeing very complex and difficult construction projects throughout the Midwest. With all of this, he has established and grown a regional division, and worked his way to the position of President of a ENR Top 400 Contractor.

John has served as Project Executive on numerous county and public safety projects ranging from county jails and courthouses to county office spaces. His role in this project is complete oversight of the preconstruction and budgeting process, constructibility and security reviews, construction oversight and expediting construction schedules and closeouts. John is here to ensure that the construction team provides exceptional service and that the overall quality and timeliness of the project meets the customer's expectations.

When the Tazewell County Justice Center was built in 2002, John served as the Lead Project Manager for the \$14 million, 80,000 sf facility. Currently, John serves as the Project Executive on the new Tazewell County Justice Center Annex and also serves as the Project Executive for Peoria County construction management projects. John is also involved in a renovation project for Brown Animal Hospital in Peoria.



Matt Brown
Senior Project
Manager

*United State Air Force
Veteran*

EDUCATION:

Indiana State University
B.S. Construction Management/
Industrial Supervision
Community College of the Air Force
A.S. Computer Systems Control –
Network Infrastructure

TRAINING & CERTIFICATION:

Confined Space
Fall Protection
OSHA 10 & 30
Core of Eng. Quality Control
Community and Professional
Leadership
Certified Rigger
CPR/AED/First Aid
Job Hazard Analysis

A motivated and engaged team member who is goal oriented, driven for team success, dedicated to the quality of work, and who can lead fast track construction projects. Over 20 years of experience in the construction industry serving in nearly every role of management. Successfully building project in multiple industries including industrial, retail, pharmaceuticals, government, aviation, manufacturing, corrections, and general commercial construction projects across the United States. Projects individually ranged from \$300,000 up to \$350,000,000 in revenue.

PROJECT EXPERIENCE

Champaign County Satellite Jail Consolidation – Urbana, IL – Senior project manager for this \$25 million project that consisted of a new correctional facility that is connected to the existing jail with over 75 inmate beds. Phase 2 of the project consisted of renovation of the existing building while it remains operational. Working closely with the County and Sheriff's department on daily activities to limit any disruptions. Managed all aspects of the Project. Responsible for safety, onsite personnel, quality, schedule, contracting and the budget for this Project.

McLean County Law and Justice Center – Bloomington, IL – Senior project manager for this \$40 million project that consisted of a new correctional facility with over 240 inmate beds, new medical and mental health areas. Phase 2 of the project consisted of renovation of the existing building while operational. Worked closely with the County and Sheriff's department on daily activities to limit any disruptions. Managed all aspects of the Project. Responsible for safety, onsite personnel, quality, schedule, contracting and the budget for this Project.

Urbana Fire Stations – Urbana, IL – Senior project manager for this \$15 million project that consisted of two new fire stations in Urbana. These state-of-the-art fire stations showcase functional apparatus bays to meet the demands of the firefighters and a comfortable residential living space for the units during their down time. Phase 2 of the project consisted of renovation of the existing building while operational. Worked closely with the City of Urbana to manage all aspects of the preconstruction, construction, and post construction.

Veteran's Affairs Clinic – Bloomington, IL – Senior project manager for this 13,000 square foot Hamilton Road Clinic, which serves 22,000 veterans in the McLean County area. This includes primary care, behavioral health, laboratory, therapy, dietitian and prescription services.

Rivian/Phoenix Group Kerrick Road Warehouse – Normal, IL – Senior project manager for this \$38 million project that consisted of a new 500,000 square foot warehouse space with office areas, team areas, integrated mechanical and electrical system, mass site excavations and site restorations. This project was an extension of an existing facility and required detailed coordination and planning with multiple stakeholders.



Ross Hodgson

Project Superintendent

EDUCATION:

Illinois State University, Normal, IL
B.S. Construction Management

TRAINING & CERTIFICATION:

Dale Carnegie Leadership Training Course
U.S. Army Corps Quality Management for Contractors Training Course
OSHA 30 HR.
Carpenter Apprenticeship
Total Station Surveying

Ross Hodgson joined the team in 2014 as a Project Superintendent. Ross is unique in that he not only has great field experience, but also has a degree in construction management. This background increases his knowledge and effectiveness in meeting schedules and reducing costs. Ross has successfully managed multiple projects ranging from a fire station facility, two major long term care facilities, a training center and a cancer care facility. Ross is organized, aggressive, safe and schedule oriented. He demands quality construction and productivity from everyone on the job site. Ross plans ahead and is very good at working directly with the client and keeping them fully informed throughout the project.

PROJECT EXPERIENCE

Komatsu America Corp. Office Building - Peoria, IL – Project Superintendent responsible for this \$25 million, 75,000 sq. ft. new office building that is being built to replace an aging office building. Once construction is complete the existing building will be demolished. 2025 - In progress

Hangar Development Project – Bloomington, IL – Project Superintendent responsible for this 88,000 sq. ft. Pre-Engineered Metal Building hangar facility consisting of two large hangar bays, ancillary maintenance and storage rooms, office and break room spaces, and interior parking. The mechanical system and radiant in-floor heat associated with this project, coordination with contractors, A&E firm, and owner was crucial. This project also required close coordination with Central Regional Airport. 2021-Present

Westminster Village Assisted Living Building - Bloomington, IL - Project Superintendent responsible for this \$21 million, 80,000 square foot, Illinois Department of Public Health licensed building that will replace Westminster Village's existing assisted living facility. This is the second phase of Westminster Village's master plan to upgrade their campus. The new building includes twelve memory care units and sixty assisted living units. Other features of the new building include new administration offices, a salon, a fitness room, a theatre room, new kitchens, new dining areas, and a memory care courtyard. - 2020

Westminster Village Martin Health Center - Bloomington, IL - Project Superintendent responsible for this new \$26 million, 42,000 square foot, Illinois Department of Public Health licensed, two-story building with 48 private rooms - 24 on each floor. This new facility was constructed as a rectangle surrounding a wheelchair-accessible courtyard for residents to safely enjoy the outdoors. - 2018

Normal Fire Department Headquarters - Normal, IL - Project Superintendent responsible for the construction of this new \$8 million, 30,000 square foot, facility. This new headquarters fire station is located near Illinois State University and uptown Normal. This station is also the location of the training facility for the entire department. - 2017



Hans Hinrichsen

Director of Safety

EDUCATION:

Bachelor in Science in Safety
Illinois State University - Bloomington/Normal, IL

SAFETY TRAINING:

- OSHA 502 Construction Outreach Trainer
- OSHA 40-Hour Hazwoper
- Rigger Level 1 Trainer
- Signal-Person Trainer
- Root-Cause and Incident investigation
- OSHA 30-hour
- Hydromobile Erector/dismantler
- MEWP certified (Mobile Elevated Work Platforms)

Hans joined PJ Hoerr in 2012 where he has taken PJ Hoerr's safety program to a new level. He works with field supervision to further safety performance on-site, reviews and manages claims on all insurance lines, oversees quarterly safety meetings, and preforms incident investigations. He also develops weekly PJ Hoerr specific toolbox talks for the purpose of educating our field and office employees about safety on active job sites. Hans and his department, oversee all safety for PJ Hoerr and related companies.

During Hans' time at PJ Hoerr, he has focused on updating several areas of the current safety program to mirror industry leading safety standards. A new PJ Hoerr specific New Hire Orientation Video was developed and a Large Project Subcontractor Orientation Video was produced and implemented under his guidance. Another development introduced by Hans was an app-based auditing system for job site safety which provides real time analytics of company safety performance. In addition to his work at PJ Hoerr, Hans serves on the Illinois State University Safety Advisory Board in hopes to be a mentor and a strong example to the future minds of the safety industry.



Adam Laible

Sr. Project Estimator

EDUCATION:

Bachelor of Science in Construction
Bradley University, Peoria, IL

CERTIFICATIONS

OSHA 30 Hour

Adam Laible has been in the construction industry for 11 years since he started his career at P.J. Hoerr in 2014. Adam works in the preconstruction and estimating department for P.J. Hoerr. His estimates focus on industrial, manufacturing, municipal/government, healthcare and commercial clients.

His estimating responsibilities have included hard bid estimates, conceptual budgets, design development budgets, scheduling, writing contracts, and ensuring a smooth handoff to the project managers and field superintendents. Adam will serve as the lead estimator for this project providing budgetary updates with drawing progress sets through the design process as well as analyzing value engineering opportunities and alternative materials to help remain within budget. Adam will coordinate with our chosen construction and design partners to ensure the quality and constructability standards of PJH are withheld even during the planning stages of the project.



Phil Watkins

Quality Control

SAFETY TRAINING:

- JLG Lift Training
- Scaffold Safety Training
- Asbestos Awareness Training

Phil has been working in the construction industry for over 35 years. In the early days of his career, Phil served as a masonry superintendent on hundreds of different projects. Since joining PJ Hoerr in 1999, he has acted as a field Superintendent, Project Manager, and finally, a Quality Control Specialist. He has worked closely with forensic engineers and architectural firms in the development of construction details for exterior building envelopes and the interfaces of building exterior components. Phil is responsible for the quality control of the entire building including the roofing, flashings, window systems, doors, mechanical units, and building component interfaces.

Phil has been involved in large churches, medial office buildings, hospitals, long-term care facilities, schools, industrial buildings, and community centers. Another responsibility Phil takes on is reviewing the proposed plans/specifications during the design process. He also inspects the work as it develops through the building process. This is done by setting up spray racks and testing water tightness and air filtration.



ARCHITECTURE & DESIGN INC.

WWW.EA-AD.NET

802 N CLINTON ST, SUITE 1

BLOOMINGTON, IL 61701 309.663.7111



KONGSKILDE INDUSTRIES

Industrial Agriculture Equipment

Normal, Illinois

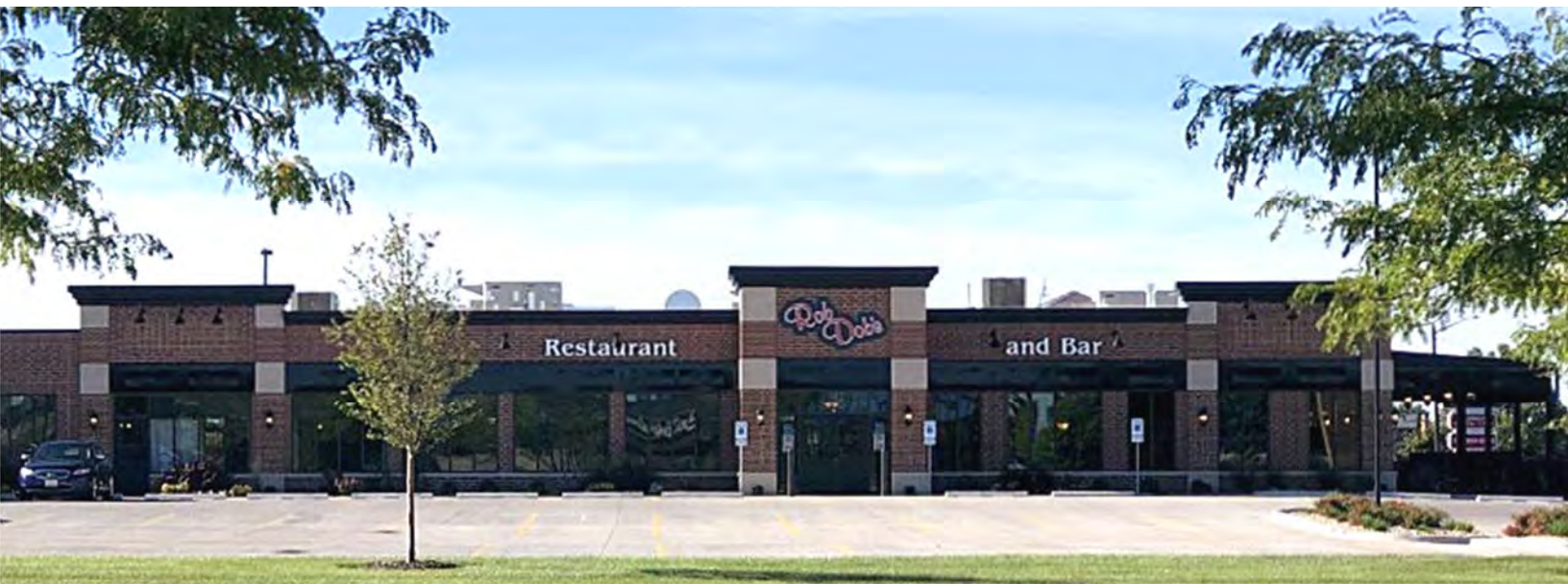
The Kongskilde Addition Project consisted of a 75,000 square foot industrial building addition to the current facility. A sophisticated powder coating paint line was installed within this addition, used to paint the agriculture equipment that Kongskilde produces. Other activities within this addition include several individual welding stations, two robotic welding stations, and a general storage area for painted product.



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ROB DOB'S

Restaurant & Bar

Bloomington, Illinois

A veteran of the central Illinois restaurant industry, the owner of Rob Dob's Restaurant & Bar approached EA Architecture & Design with a vision -- to develop an empty lot on Bloomington's east side into a fine-dining restaurant. Over the course of 2 years the team at EA strategized, sketched and planned in close collaboration with Mr. Dobski to bring his dream to life. EA provided site development consulting, 3D visualization studies, structural design, architectural & interior design, lighting design, furniture procurement, artwork consultation, and construction administration.

The restaurant is attached to a 3600 square-foot tenant space.

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2416 E WASHINGTON ST. SUITE C-3 BLOOMINGTON, IL 61704 309.263.7111



GAILEY EYE CLINIC

New Construction Facility

Peoria, Illinois

After 75 years in business in Central Illinois, Gailey Eye Clinic ventured to open a new clinic in an up-and-coming shopping district of Peoria, IL. To attract and retain clientele in an already well-established community, Gailey required a modern facility boasting the latest in technology and design.

EA was hired early in the development process to design the site, the building and interior spaces from the ground up. Creating something unique and impressive was priority, while budget and timeframe were slim.

The team at EA produced full architectural and interior design, as well as furniture & accessory selection. Our design team also hand-selected & procured custom artwork from the archives of Gailey Eye Clinic's historical documents and photography. The oversized, vintage eye chart installation in the lobby won MDC's Great Space Award.



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BLOOMINGTON, IL 61701 309.663.7111



IRON COYOTE CHALLENGE PARK

Fitness Center

Bloomington, Illinois

Iron Coyote is a 16,000 square foot building that provides an alternate avenue for physical fitness. Within the building includes a ninja obstacle apparatus, a ropes course, a bouldering scalable wall, fun walls, basketball court and zip line for all ages young and old. Support spaces for the gym area include a small office space for staff, rentable party rooms, and second level terrace serving food and drink.

Construction began on this building in October of 2018 lasting for 11 months with an opening in August of 2019. The building consists of a pre-engineered metal building on a traditional concrete foundation system.



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802 N CLINTON ST, SUITE 1

BLOOMINGTON, IL 61701 309.663.7111



HELLER FORD

Fordland Dealership Remodel

El Paso, Illinois

When Heller Ford started the process of updating their dealership in El Paso, IL, EA Architecture & Design was tasked with administering the Fordland Dealership Facility Design Prototype standards into the remodeling. Most important to the owners was applying the program standards in a way that made economical and logistical sense for their existing building.

EA Architecture & Design provided site planning, architectural & interior design, code review, construction documents & construction administration. Fordland Dealership Facility Design Prototype implementation was at the core of the process throughout. The designers at EA used their experience with corporate prototype implementation to guide the decision makers at Heller Ford seamlessly through the process.



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BLOOMINGTON, IL 61704 309.663.7111



LEMAN TOYOTA

Toyota Dealership

Bloomington, Illinois

Leman Toyota is a new dealership in Bloomington, IL. The building is approximately 34,000 square feet composed of precast panel shop walls & metal panel with aluminum storefront showroom walls.

The shop contains 16 service bays, tool storage, parts storage and support areas for staff. The showroom includes office space, customer areas and vehicle display space.

Along with Toyota Image Prototype Design implementation, EA provided the design for the architectural, structural and MEP systems.



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Education

Master of Architecture with
Structural Emphasis
– University of Illinois at
Urbana-Champaign

Bachelor of Science,
Architectural Studies
– Southern Illinois University
Carbondale

Licenses / Certifications

Registered Architect,
Illinois

Green Globes Fellow,
Green Building Initiative

Green Globes Assessor,
Green Building Initiative

Registered LEED AP – Building
Design + Construction,
United States Green Building
Council

National Council of Architectural
Registration Boards Certificate

Professional Affiliations

American Institute of Architects

Professional Experience

April 2014 – Present,
EA Architecture & Design, Inc.

2003 – March 2014,
Previous Employer

nathan elliott

AIA, ALA, GGA, NCARB, LEED AP
Principal

Biography

Nathan has over 22 years of work experience in the architectural field. From compiling details and drawings as an intern-architect, to leading the project design through project completion, Nathan has provided his knowledge and leadership in many capacities.

Project Experience

Kongsilde Industries, Inc. Hudson, Illinois

Being a design-build project, Nathan help facilitate owner-contractor meetings discussing building details, building layouts, and equipment coordination for the construction of a 75,000 square foot addition.

Gailey Eye Clinic Peoria, Illinois

This is a design-build project that required clear coordination between the owner, contractor, and design team. Project details were communicated between all members to ensure the final product will meet the owner's expectations. This is newly construction a 7,000 square foot building with a scheduled completion of 1 July 2016.

Buffalo Wild Wings Pekin, Illinois

Nathan provided the structural design for this project located in Pekin, Illinois. The building's structure is composed of a metal stud bearing wall system with a steel joist supported roof. The 10,000 square foot building was designed for a developer in the Peoria area. The majority of the building serves as the Buffalo Wild Wings restaurant chain and the other serves as a leasable space for a future tenant.

Iron Coyote Challenge Park Bloomington, Illinois

This building will house a climbing wall, training area, a zip line, and an elaborate suspended ropes course. This pre-engineered building is 17,000 square foot in size with a 3,000 square foot second floor. Nathan provided schematic design, foundation engineering and is overseeing construction.

Firm Description

Get to know us.

At KEDbluestone, we are an innovative team of MEP engineers who provide an extraordinary client experience. Our job is to simplify the complex, and to deliver seamless solutions that our clients can count on. Our aim is simple: to be exceptional.

Originally established as two independent firms with similar values, Keith Engineering Design and Bluestone Engineering joined forces to become KEDbluestone in 2024. With a history of collaboration that goes back decades, we are known for our unwavering commitment to client success, for delivering the highest standards of quality in MEP engineering design, and for providing an enjoyable and personable client experience. Our combined team includes nearly 70 employees and offices in Des Moines, Peoria, and Iowa City. Clients across the Midwest and beyond choose KEDbluestone for our proven track record of delivering the highest quality engineering solutions coupled with a tailored, engaging experience.

ABOUT KEDBLUESTONE

- > 65+ engineers practicing across various disciplines
 - Electrical
 - Mechanical
 - Plumbing/ Fire Protection
 - Technology
- > Known for a culture of owner-focused solutions
- > Multiple team members with LEED AP and PE Credentials
- > Reputation of responsiveness
- > Offices located in:
 - Peoria, Illinois
 - Des Moines, Iowa
 - Iowa City, Iowa

BASIC SERVICES

: provided by KEDbluestone

- > Schematic Design Phase
- > Design Development Phase
- > Construction Documents Phase
- > Bidding Phase
- > Construction Phase

ENGINEERING SERVICES

: provided by KEDbluestone

- > Mechanical engineering
- > Electrical engineering
- > Plumbing engineering
- > Fire protection engineering
- > Technology engineering

ADDITIONAL SERVICES

: provided by KEDbluestone

- > Construction Observation
- > Commissioning
- > Energy Modeling
- > Building Information Modeling
- > Sustainability and LEED design
- > Study Analysis



www.KEDbluestone.com

Bringing a Custom-Designed Vet Clinic to Life

Ulm Veterinary Clinic : 530 E Fort St, Farmington, IL 61531



Project Size & Cost

3,335 square feet | \$1.2 million

The Challenge

After outgrowing its existing space, this vet clinic constructed a new building in a residential area. The veterinarian was directly involved in construction, requesting custom design touches—such as wall-length benches instead of chairs in exam rooms, exam tables that fold into the wall and plenty of windows for natural light—to meet patient and owner needs.

KEDbluestone Solution

We coordinated with local utilities to bring all new electric, gas and water service to the site and built box shields around parking lights to prevent glare on neighbors' properties. Because the building featured a sloped roof, we selected ground-mounted HVAC equipment with ventilation and exhaust features—including electric reheat—to keep odor, moisture and humidity out of the exam, kennel and waiting room areas. We also installed specialty veterinary-style plumbing, along with corrosion-resistant electrical fixtures in the kennel area.

Engineering Services

- Electrical Service
- Mechanical
- Plumbing
- Lighting
- HVAC

Client
Contact

Dr. Jennifer Ulm, DVM
Ulm Veterinary Clinic
309 / 245 . 2888

KED
bluestone
www.KEDbluestone.com

Designing Highland Pet Hospital's New Facility

Highland Pet Hospital & Wellness Center: 118 Greenwood Ave, Bloomington, IL 61704



Project Size & Cost

7,000 square feet | \$1.4 million

The Challenge

Highland Pet Hospital was outgrowing their existing facility, so they purchased an undeveloped plot of land to house a new, larger facility. With this, not only did they need MEP system designs, but they also needed to bring services to the undeveloped plot. Animal Hospitals also require specialized boom lighting, animal-safe spaces, and surgical equipment, adding complexity. The client requested as much usable interior space as possible, so they requested that we minimize utility space as much as possible.

KEDbluestone Solution

We designed the mechanical system to include outdoor units, thereby minimizing the amount of interior space being taken up by utilities. We coordinated with service providers, ensuring the necessary services were extended to the plot, at the correct amounts to support the new facility. When designing each system, we considered animal-safety measures, as well as specialized surgical equipment needs. The dental, surgical, and outpatient treatment rooms were designed to include specialized boom lighting. As a result, the Highland Pet Hospital now has a new, state-of-the-art facility, that will allow them to serve the community at a greater capacity.

Engineering Services

- Electrical
- Mechanical
- Plumbing
- Lighting
- HVAC
- Technology
- Fire Alarm

Client
Contact

Kyle Glandon, *Architect*
Highland Pet Hospital
309 / 533 . 9706

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bluestone
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Modernizing the Peoria Animal Wellness Shelter

Peoria Animal Wellness Shelter (PAWS) : Peoria, Illinois



Project Size & Cost

8,000 square feet | cost undisclosed

The Challenge

PAWS needed to renovate their facility to improve environments for both animals and staff. One of the client's main concerns was improving ventilation and temperature control. However, the facility's current electrical service could not support the HVAC upgrades. The facility's renovation was also more complex because it required all corrosion-resistant, animal-safe materials. Additionally, PAWS needed a backup generator, to prevent HVAC downtime and the need for animal relocation.

KEDbluestone Solution

We redesigned the electrical system to incorporate a backup generator, ensuring cooling and ventilation would be maintained in case of a power outage, preventing the need for animal relocation. We utilized stainless steel enclosures, ensuring all materials were animalsafe. We increased the electrical service, allowing the facility to receive the necessary HVAC upgrades. As a result, the facility now has an upgraded electrical service, an upgraded HVAC system, animal-centric, corrosion-resistant environments, and a system that includes a backup generator for peace of mind.

Engineering Services

- Electrical
- Lighting

Client
Contact

Lauren Malmberg, *Animal Control Administrator*
PAWS
309 / 245 . 2888



www.KEDbluestone.com

Electrical System Designs for a New Animal Enclosure

The Peoria Zoo : 2320 N Prospect Rd, Peoria, IL 61603



Project Size & Cost

2,505 square feet | cost undisclosed

The Challenge

The Peoria Zoo was expanding to include a new Takin animal enclosure. This enclosure required unique electrical designs, based around the specific needs and abilities of the animal. Anything within reach of the animals needed to be indestructible and corrosion resistant. The enclosure would need to include lighting, fans, and electric waterers.

KEDbluestone Solution

We designed the system to incorporate all necessary features for the animal's habitat, including the lighting, fans, and electric waterers. All materials and equipment were chosen based on their durability and corrosion resistance, ensuring a safe and secure system for the enclosure. As a result of the project, the Peoria Zoo now has a Takin Exhibit, creating a home for the animals and expanding the zoo experience for visitors.

Engineering Services

- Electrical
- Lighting
- Technology

Client
Contact

Rebecca Fredrickson, *Superintendent of Planning, Design, and Construction Division*
Peoria Park District
309 / 682 . 1200



www.KEDbluestone.com

Principal



Brian Keith / Principal | President | Electrical

KEDbluestone

707 NE Jefferson Ave., Peoria, Illinois 61603
309 / 431-3723 : direct

Bradley University : Electrical Engineering
B.S. in Electrical Engineering : 1988

34 years of professional experience

Registered Professional Engineer (P.E.)
LEED Accredited Professional (LEED AP)

As President, Brian maintains an active role in all of the company's projects - overseeing all electrical engineering from schematic design through the project close-out. He has 34 years of experience in the design of institutional, industrial, and commercial electrical systems, a deep understanding of how electrical systems are designed and installed, and detailed knowledge of the electrical costs associated with commercial projects. Before becoming a Principal and President, Brian served as a project manager, design engineer, and estimator for a commercial electrical contractor.

Project Experience

Highland Pet Hospital

New Facility Design
Bloomington, Illinois
Project Size & Cost:
7,000 square feet | \$1.4 million

Peoria Animal Control

Facility Renovation
Peoria, Illinois
Project Size & Cost:
8,000 square feet | undisclosed

DeWitt County Animal Shelter

New Facility
Clinton, Illinois
Project Size & Cost:
2,688 square feet | undisclosed

Ulm Veterinary Clinic

New Facility Design
Farmington, Illinois
Project Size & Cost:
3,335 square feet | \$1.2 million

Peoria Zoo

Addition and Renovations
Peoria, Illinois
Project Size & Cost:
TBD | anticipated \$53.9 million

Peoria Zoo

New Takin Animal Enclosure
Peoria, Illinois
Project Size & Cost:
2,500 square feet | undisclosed

Principal



Adam Camp / Principal | Mechanical

KEDbluestone

707 NE Jefferson Ave., Peoria, Illinois 61603
309 / 431-3712 : direct

Bradley University : Mechanical Engineering
B.S. in Mechanical Engineering : 2015

10 years of professional experience

Registered Professional Engineer (P.E.)

Throughout Adam's ten years of professional experience, he has become an expert in conceptual and schematic design, mechanical load calculations, mechanical equipment selection, and piping/ ductwork layout across a diverse set of HVAC applications - including education, medical, industrial, commercial, and government buildings. As the head of the mechanical department at KEDbluestone, Adam not only manages his own projects from kick-off to closeout, but he also assigns project teams and mentors junior engineers, fostering a culture of continuous learning and growth within our organization, ensuring our clients receive the highest quality end result.

Project Experience

Highland Pet Hospital

New Facility Design
Bloomington, Illinois
Project Size & Cost:
7,000 square feet | \$1.4 million

Peoria Animal Control

Facility Renovation
Peoria, Illinois
Project Size & Cost:
8,000 square feet | undisclosed

DeWitt County Animal Shelter

New Facility
Clinton, Illinois
Project Size & Cost:
2,688 square feet | undisclosed

Ulm Veterinary Clinic

New Facility Design
Farmington, Illinois
Project Size & Cost:
3,335 square feet | \$1.2 million

Peoria Zoo

Addition and Renovations
Peoria, Illinois
Project Size & Cost:
TBD | anticipated \$53.9 million

Peoria Zoo

New Takin Animal Enclosure
Peoria, Illinois
Project Size & Cost:
2,500 square feet | undisclosed



James Harmon / Plumbing & Fire Protection Manager

KEDbluestone

707 NE Jefferson Ave., Peoria, IL 61603
309 / 431-3724 : direct

29 years of professional experience

James combines a deep understanding of plumbing and fire protection design with a broad base of 29 years of experience—from drafting and design to estimation and construction project management. At KEDbluestone, his responsibilities include mechanical, fire protection, and plumbing system design and he applies his expertise to ensure high-quality finished products for government, commercial, healthcare, institutional and educational facilities.

Project Experience

Highland Pet Hospital

New Facility Design
Bloomington, Illinois
Project Size & Cost:
7,000 square feet | \$1.4 million

Peoria Animal Control

Facility Renovation
Peoria, Illinois
Project Size & Cost:
8,000 square feet | undisclosed

DeWitt County Animal Shelter

New Facility
Clinton, Illinois
Project Size & Cost:
2,688 square feet | undisclosed

Ulm Veterinary Clinic

New Facility Design
Farmington, Illinois
Project Size & Cost:
3,335 square feet | \$1.2 million

Peoria Zoo

Addition and Renovations
Peoria, Illinois
Project Size & Cost:
TBD | anticipated \$53.9 million

Peoria Zoo

New Takin Animal Enclosure
Peoria, Illinois
Project Size & Cost:
2,500 square feet | undisclosed



AUSTIN ENGINEERING CO., INC.

Consulting Engineers / Landscape Architects / Surveyors

Peoria, IL - Davenport, IA – Chattanooga, TN

austinengineeringcompany.com

PJ Hoerr
Matt Brown
Senior Project Manager
107 Commerce Place
Peoria, IL 61604
(309) 888-9567
mattb@pjhoerr.com

March 07, 2025

Re: Design Build of New Animal Control Building
Tremont, IL
Tazewell County
Due Date - Time: Friay March 14th at 2:30 PM

Matt:

Pursuant to your request, please utilize the following information for including Austin Engineering in your response to the above referenced RFQ.

Lead/Senior Civil Engineer
Lead/Senior Surveyor
Lead/Senior Architect

Devin Birch, PE, President
Mike Cochran, PLS, Secretary-Treasurer
Sean Rennau, PLA

Company Bio – Statement

Austin Engineering provides professional Civil Engineering, Land Surveying and Landscape Architecture services. Our company was established in 1937 and incorporated in 1947 and has played an integral role in the development of the Greater Peoria area for almost eight decades. We are licensed in several states across the country. Our clientele includes a diverse group of public and private clients, general contractors, as well as architects and fellow engineers. We regularly team with General Contractors for Design Build contracts. We also perform projects on a variety of budgets including lump sum contracts, cost-plus, not to exceed, and on an hourly basis.

The Austin Engineering team prides itself on its ability to work together with our clients to produce cost-effective designs that meet our client's needs and desires. AECI has extensive experience in land design including subdivision development, senior living facilities, apartment complexes, condominiums, sport fields, recreational, and commercial property site development. We also specialize in stormwater control and management including detention/retention facility

311 SW Water St., Suite 215, Peoria, IL 61602
220 Emerson Pl., Suite 101-A, Davenport, IA 52801
2115 Stein Drive, Suite 201, Chattanooga, TN 37421
P 1 (844) 691-AECI

Incorporated August 18, 1947

design and flood studies as well as hydraulic and hydrologic analysis. Our general experience includes numerous public improvement projects for water mains, water treatment facilities, sanitary sewer mains, sewage treatment plants, storm sewers, stormwater drainage, and transportation projects, all of which include both new projects and rehabilitation projects as well.

Austin Engineering is also a full-service Land surveying company with three full-time survey crews on staff in Peoria, IL. Our surveys include property boundary surveys, ALTA surveys, outside construction staking services, flood elevation certificates, and right of way and easement surveys. In addition, our survey staff provides invaluable support to our engineering staff by performing topographic surveys and all other survey work necessary to perform our design projects.

Lastly, Austin Engineering is an award-winning Landscape Architecture firm. Our project design experience includes commercial property, residential, governmental and public streetscapes and spaces. Our focus is on cost-effective sustainable site planning that enhances the beauty of the natural environment. Our work has been recognized with awards from the Illinois Landscape Contractors Association.

Summary/Statement for approach to energy efficient/sustainable designs.

Austin Engineering blurs the lines between Landscape Architecture and Civil Engineering to create optimal sustainable site designs for their clients. Elements such as storm water detention basins are designed with locally sourced native forbs and grasses that can tolerate the extremes of the local climates while helping to reduce runoff and pull stormwater deep into the soils to help replenish aquifers. Our native planting designs also help to reduce landscape maintenance costs while also providing habitat for native animals, not to mention aesthetic beauty.

To assist with energy savings, we carefully position plants and deciduous trees help to place dense leafy shade on structures, utilities and parking lots in the summer while dropping colorful leaves in the fall to allow warm sun exposure to building roofs and facades in the winter. We also use certain tree species to design wind breaks to save on heating bills during the winter. To further assist with sustainability within the built environment, we can use green roofs or permeable pavements that help reduce run off as well as reduce glare that helps to reduce heat island affect.

If you should find that you require any additional information to complete our firm's addition into your response to the RFQ, please do not hesitate to contact me.

Sincerely,



Devin Birch, PE

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AUSTIN ENGINEERING CO., INC.

Consulting Engineers / Landscape Architects / Surveyors

Peoria, IL - Davenport, IA – Chattanooga, TN

austinengineeringcompany.com



CIVIL ENGINEER
AUSTIN ENGINEERING COMPANY, INC.
DEVIN BIRCH, PE

University of Illinois – Urbana-Champaign
University of Illinois – Springfield

B.S. Civil Engineering
M.B.A.

Devin has over 25 years of professional experience in the Civil Engineering field in the following areas: Project Management, Roadway Design (Local & State), Erosion-Sedimentation-Storm Water Control, Storm Sewer Design, Sanitary Sewer Design, Water Main Design, Site Development (Residential, Commercial and Industrial), Quantity Take-off, Cost Estimating and Construction Observation and Inspection. Devin has been a principal with Austin Engineering since 2008. He initially obtained his Professional Engineering License in Illinois in 2006 and is presently licensed in fourteen (14) other states.

Tazewell County - Pekin, IL
Tazewell County – Mackinaw, IL
St. Joseph Church of Pekin – IL
Fondulac Park District – East Peoria, IL
Peoria Housing Authority – IL
City of Peoria Public Works – IL

Tazewell County Justice Center Annex
Heritage Lake Roadway & Culvert Improvements
New Parrish Addition
Farm Park Splash Pad & Restroom Improvements
East Bluff Scattered Sites Residential
Villa Lake Drive & Wildlife Drive Re-Construction

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LAND SURVEYOR
AUSTIN ENGINEERING COMPANY, INC.
MIKE COCHRAN, PLS

Southern Illinois University – Carbondale
University of Illinois – Springfield

B.S. Industrial Technology
M.B.A.

Mike has over 20 years of field and office experience as a Surveyor in the following areas: Property Boundary Surveys, G.P.S. Surveys, Lot Surveys, Tract Surveys, ALTA Surveys, Duplex Splits, Condominium Plats, Subdivision Surveys, Easement & Right of Way Surveys, Construction Staking, Topographic Surveys, Aerial Control Surveys, Elevation Certificates, L.O.M.A. & Related F.E.M.A. Reports. Mike has been a Principal with Austin Engineering since 2019.

City of Pekin
City of Washington
City of Peoria
City of East Peoria

Velde & Parkway Intersection Improvements
Lakeshore Drive Right of Way Survey
Urban Decay Survey
Access Rd. No 6 Re-Construction

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LANDSCAPE ARCHITECT – CIVIL ENGINEER
AUSTIN ENGINEERING COMPANY, INC.
SEAN RENNAU. PLA

University of Illinois – Urbana-Champaign
Bradley University

B.S. Landscape Architecture
B.S. Civil Engineering

Sean has over 20 years of combined experience in the Civil Engineering and Landscape Architecture fields. His employment with traditional design-build firms has garnered experience on a variety of Civic and Residential projects from across the Midwest. His understanding of the design process and experience in the construction industry has honed his abilities to listen to project owners and work with Architects, Engineers, and Contractors in the optimal development of exterior spaces and habitats. Sean's diverse background provides the means to better understand the scientific and aesthetic principles of Civil Engineering projects

Carle Health

Peoria School District 150
Illinois Capital Development Board
Quincy, IL Housing Authority

Methodist Café Courtyard Improvements
Proctor Café Courtyard Improvements
Anni Jo Gordan Splash Pad
State Fair Ground Coliseum Sculpture & Garden
Frederick Ball Apartments

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Tab 5 - Project Approach

Site Specific Approach

PJ Hoerr and our design team have performed our initial investigation into each proposed site. Although we have not completed a comprehensive engineering evaluation, we have reached an initial assessment to provide you with a preliminary recommendation for the location of the New Animal Shelter.

Once selected, our preconstruction team and engineers develop a comprehensive Alta survey, identify all existing utilities at each site, do preliminary soil bores, provide a qualified site analysis confirming our initial assessment of the proper location for the building. In the meantime, based on the known facts, the site we feel is the most economical location is the location nearest to the Tazewell County Emergency Management Agency Building. (See Below)



The following items for each site were considered major items for consideration in choosing our preliminary site location:

Southern Site Location

1. This location potentially would take away space currently being utilized by the Highway Department.
2. Substantial earthwork import fill and compaction would be required, adding costs to the project.
3. Based on utility information which we have obtained, we have reservations on the requirements needed to introduce the sanitary into the existing system. We see the potential for a costly solution.
4. Other Utility runs are further from this location.
 - a. Water
 - b. Gas
 - c. Sanitary
5. We would need to demolish existing parking areas to bring in utilities.
6. Most impactful location to current ongoing county operations.

Central Site Location

1. From a soil standpoint, without borings, building on farmland might not be suitable soil from a structural standpoint. We often find layers of soft unusable soil when constructed in existing farm fields which increases the risk of unsuitable soil during construction or at the time of borings.
2. This location potentially adds congestion to a parking lot that seems to be full and utilized near to its capacity
3. Our ability to route utilities to this site is better than the Southern location, but not as efficient as the Northern location.
4. This location is not ideal for county logistics and parking.

Northern Site Location

1. This location is at a higher elevation and anticipated to be “dry”, reducing risk and limiting costs.
2. All utilities are readily available in comparison to the other two locations.
3. We think we can introduce sanitary upstream and not overload the existing capacity of the system.
4. It is a earthwork cut site in lieu of fill which is more cost effective.
5. This spot already has a circle drive that can be updated and expanded on improving access for county personnel and maintenance.
6. It has unused parking south of the Tazewell County Emergency Management Agency building that could be utilized for overflow and/or primary staff parking.
7. We can also easily add parking at the back side of the building.
8. We feel it will cost the least to build here as we can take advantage of existing resources.

Below is a snapshot of the proposed location of the building in association with your existing facilities.



Creating a Quality, Long Lasting Structure

Our priority is delivering a high-quality facility that will last over time. Our proposal reflects this approach of blending quality and value to produce two separate viable options for design and construction. We have planned and priced a building with a structure and finishes which will increase the lifespan of the facility. Our Pre-Engineered Metal Building (PEMB) option will last an additional 25 years minimum in comparison to a traditional post frame style building. Additionally, our slightly cheaper option of “stick framed” will outperform any post frame construction building available. Our thoughtful approach keys in on three main qualities:

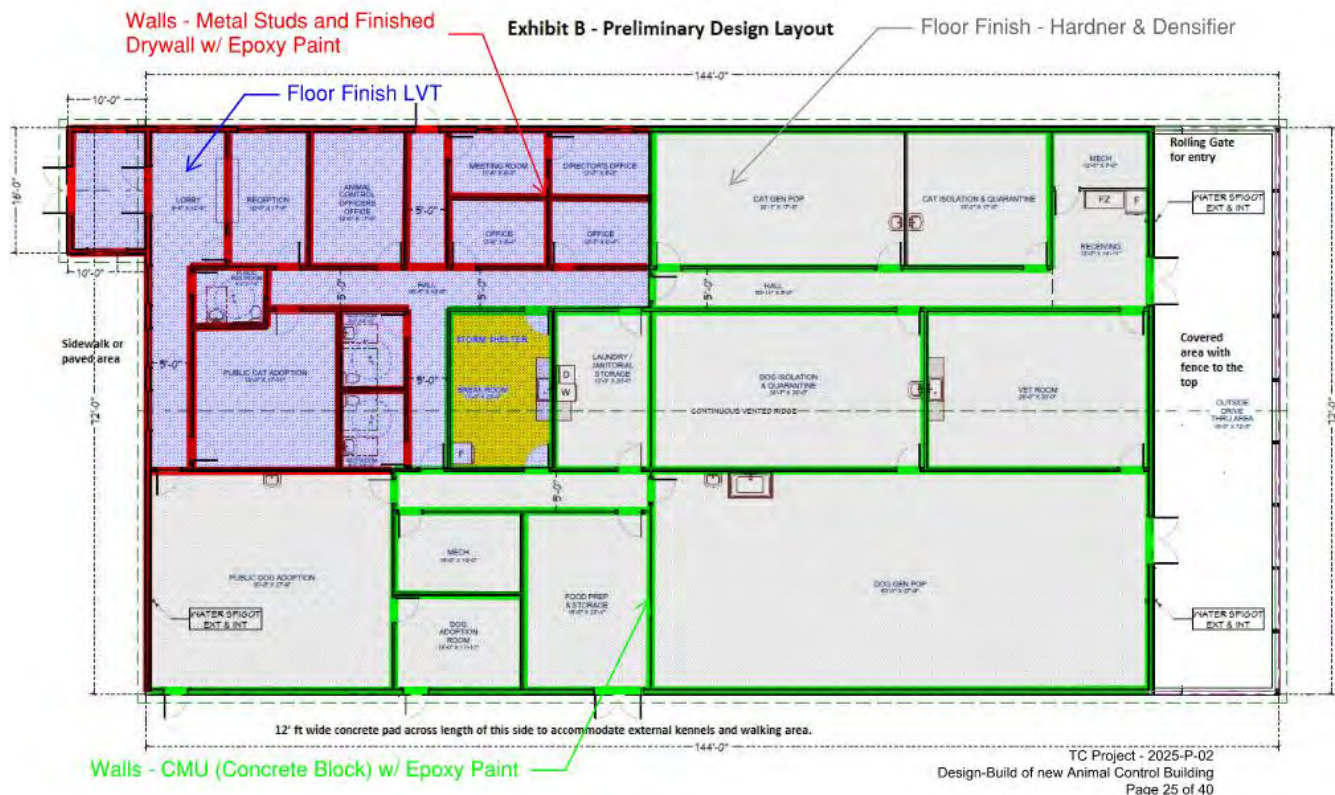
1. Structural Integrity and Energy Code
2. Longevity and Ease of Maintenance
3. Sanitary Environment for animals

The following represents a few examples of how we approached the design, construction materials and methods to meet our 3 main quality objectives. The following is included in our base price proposal:

1. Our buildings incorporate the right sized foundation packages and civil principles that will ensure your building is sound.
2. Our PEMB option is made of an all steel structure to add decades to the lifespan of the facility.
3. There are very few screws in a PEMB standing seam roof in comparison to a post frame or traditional metal roof or shingled system. This system is low maintenance, does not require screw replacement and sealing and is not susceptible to the many leaks in a traditional roof system.
4. Our stick frame option includes 12' eave heights instead of 10' because the 10' option does not work due to the fire code and space which is required to run the mechanical, electrical and plumbing above.
5. PJ Hoerr has included the most durable interior wall system in our proposal. (See plan model below)
 - a. All back of house wet areas will have CMU walls with epoxy paint.
 - i. This is much more durable than cheap FRP panels.
 - ii. Easy spray cleaning eliminates mildew, mold and bacteria which will accumulate behind and potentially on the seams and surface of the FRP.
 - iii. There are no exposed fasteners that could cause injury to animals.
 - iv. Maintenance free other than washing.
6. The ceiling system we have included in the back of house is scrubbable and can be sanitized enhancing the lifespan and reducing the risk of mildew, mold and bacteria.
7. Our back of house area is clean room capable.
8. The doors we have proposed are commercial grade, which include hollow metal frames, solid core doors and commercial hardware. Which in comparison to the prehung residential style products you may see from others provide the standard of quality you are accustomed to.
9. Our flooring types were selected on the criteria of “best environmental use”, not on what is the most affordable.

We understand that the county will be comparing our approach, and we want to stand out as the company who understands what is required to produce a building that should last 75 years with minimal maintenance. Our product will be a worker friendly environment, a place the public will embrace and enjoy visiting all while creating a place with minimal maintenance requirements within your budget.

Below is a snippet of our building showing each area and identifying what floor and wall assemblies have been planned.



General Project Approach

While some construction firms want nothing to do with a project before it is completely designed and documented, PJ Hoerr believes we offer additional value by being involved in early preparatory design, planning, and cost estimating for any construction project. Our firm includes engineers, architects, and builders who are skilled at partnering with our design team in making important decisions early in the process. We also believe that every activity should have a schedule. Time is money and our ability to schedule preconstruction activities can help to reduce overall preconstruction time as well as construction durations. Our Design-Build delivery is what we do best.

As the leader of the preconstruction team, our personnel would lead all design meetings. In addition, we would immediately develop a conceptual design, detailed budget and then update that budget as decisions are made and the design is refined. We would also develop a preliminary project schedule including design and preconstruction services. Since we are very concerned about a building's weather tightness and energy consumption, we will also review proposed construction details for state-of-the-art construction methods. All these activities could culminate in the development of a guaranteed maximum price (GMP) proposal for the Owner's review. If the cost of the project is still in need of trimming, then value engineering options will be developed to reduce costs without sacrificing the uses and purpose of the facility. If accepted, construction of the project can begin on a fast-track basis even though all the final construction documents are not complete.

During the construction of the project, our team will hold frequent planning and scheduling meetings with the subcontractors on the project and hold monthly (at least) update meetings with the Owners and Designers. Our team will also work on a day-to-day basis with the Architect to review the work as it progresses and develop solutions to the various issues that will arise.

In the following pages, please see the myriad of tasks we will perform during each phase of the project that are imperative to properly manage schedule, budget, and quality.

Scope of Services – Pre-Construction Services and Deliverables

- Meet with the Design Team and Owner to understand their initial view of the project, the challenges expected, and our initial design strategy.
- Deliberation of the site location utilizing our experienced design and construction team:
 - Discuss Advantages of each location
 - Discuss disadvantages of each location
 - Select a site location for the new building
- Develop a conceptual design, conceptual budget and conceptual schedule for the project based on the initial information available.
- Provide the preliminary plans:
 - Advise on materials
 - Advise on constructability
 - Advise on details, especially for building envelope
- Provide standard process design documents for Owner review:
 - Conceptual Design Documents
 - Schematic Design Documents
 - Design Documents
 - Permit Documents
 - For Construction Documents
- Collaborate with the Owner to plan all construction phase items including:
 - Construction sequencing
 - Staging and material storage
 - Contractor parking
- Based on the Owner's request and mutual agreement on project status, develop a Guaranteed Maximum Design Build Price.
- Develop a detailed Disadvantaged Business Enterprise (DBE) participation plan. (If required)
 - Confirm and establish percentage goals in each category.
 - Locate and contact all prospective DBE firms.
 - Determine any needs the DBE firms may have and develop solutions.
 - Ensure the DBE firms have equal opportunity.
- Perform a detailed building envelope review
 - Complete a multi-page checklist of envelope details and systems
 - Masonry details and flashings
 - Air/moisture barrier
 - Joints
 - Window details
 - Roofing
 - Discuss our findings with the designers and make detailed recommendations
- Aid the Owner in obtaining zoning changes, certificates of need, etc.
- Aid the design team in master planning the facility
 - Analyze available and required utilities
 - Investigate the most efficient phasing of the project
- Develop detailed cost estimates at the completion of Conceptualization, Schematic Design, Design Development, and Construction Documents.

- Perform value engineering analysis as needed:
 - Investigate life cycle costs
 - Investigate alternate materials/systems
 - Investigate the value of upgrades/downgrades
- Finalize construction documents performing budget updates along the way.
- Develop a detailed construction schedule to be used throughout the project.
- Determine long lead items and pre-order if required.
- Perform preliminary layout/surveying.
- Assist the Design Team with any LEED and/or commissioning requirements.
- Attend any required Tazewell County meetings to inform the board of the progress of the design, budget, and schedule.

Scope of Services – Bid and Buy

- Work with the Owner to develop a list of proposed bidders with the desired goal of obtaining multiple bids in each division with exception of our design build partners.
- Develop work scopes and bid forms for each trade package.
- Advertise project for bids/distribute plans.
- Ensure all potential DBE firms are contacted in the pre-construction phase and participate in the bidding activities.
- Plan for and administer pre-bid meetings.
- Answer or coordinate questions during bidding.
- Purchase long lead items as required by evaluation in the pre-construction phase.
- Submit for land use and building permits.
- Receive bids and make a preliminary determination of the lowest responsible bidder.
- Produce a tabulation of all bids and provide to the Owner.
- Hold detailed pre-award meetings with apparent low bidders to determine that work scopes are completely covered.
 - Determine their suppliers and any subcontractors
 - Discuss as-bid quantities and any exclusions/clarifications
 - Determine if subcontractors have any concerns with how the project is designed
 - Discuss cleanup expectations
 - Discuss the schedule at length
 - Determine the subcontractor's proposed on-site personnel and supervision
 - Review safety rules/requirements
 - Confirm requirements are included
- Make written recommendation of award to Owner for each subcontractor

- Execute subcontracts and purchase orders for all labor and materials.
- Attend any required Tazewell County meetings to inform the board of the final bid and buy progress. This will also detail the required next steps and approvals needed to proceed.

Scope of Services – Construction/Contract Administration

- Hold pre-construction meetings with the Owner, Design Team, and Subcontractors.
- If part of the project, start Building Information Modeling (BIM) coordination of the mechanical trades.
- Hold LEAN Pull-Planning meetings with the subcontractors to develop detailed Weekly Work Plans.
- Develop monthly schedule updates.
- Develop monthly progress reports for the Owner.
- Coordinate materials testing and inspection services.
- Hold weekly progress meetings with subcontractors.
- Hold progress meetings with the Owner and designers as often as they prefer.
- Maintain logs for all submittals, Architect's Supplemental Instructions, and Requests for Information.
- Review/process requests for Change Orders.
- Track lien waivers and initiate pay requests.
- Maintain contact with building inspectors and other governing authorities.
- Perform quality control inspections and water testing of the building envelope elements.
- Verify the Authority Having Jurisdiction conformance during construction.
- Monitor and track any DBE requirements.
- Assist the Design team with any LEED and/or commissioning requirements.
- Attend any required Tazewell County meetings to inform the board on the progress of the work and status of the budget.

Scope of Services – Close Out

- Assist Owner and Design Team in the preparation and completion of all punch lists.
- Coordinate/manage/document Owner training.
- Arrange and manage Certificate of Occupancy inspection.
- Work with Design Team to obtain successful inspection and licensing, if required.
- Assist the Owner and Design Team in assembling and submitting all Authority Having Jurisdiction (AHJ) required certifications and forms.

- Resolve any AHJ related issues that arise from the final inspection.
- Compile Operations and Maintenance Manuals for the facility.
- Develop an emergency contact list for the Owner.
- Compile and submit record drawings to the Design Team and Owner.
- Finalize all lien waivers, complete final payments, and close remaining contracts.
- Communicate with the Owner after move-in to correct any issues or problems.
- Provide all warranties as required.

Tab 6 - Additional information



Energy Efficiencies Implementation Leadership in Energy and Environmental Design (LEED) Experience

PJ Hoerr has been committed to constructing green for many years. Our team has had multiple individuals who have been trained on the requirements necessary to complete an Energy Efficient and LEED certified project. Additionally, PJ Hoerr has a licensed architect on staff who holds the LEED Accreditation for Building Design and Construction. Also, on non-LEED projects, we make it a policy to work with owners to develop recycling procedures for construction waste and utilize environmentally friendly design practices, among other construction methods to reduce our carbon footprint.

Recent PJ Hoerr LEED Certified Projects and LEED Status

Illinois Central College Workforce Sustainability Center
East Peoria, IL
LEED Silver

Normal Fire Department Headquarters
Normal, IL
LEED Silver

Knox College Whitcomb Art Building
Galesburg, IL
LEED Gold

Knox College Alumni Hall
Galesburg, IL
LEED Gold

Caterpillar PPG MDC
East Peoria, IL
LEED Silver

Roanoke-Benson CUSD #60 High School-Sowers Elementary School
Roanoke, IL
LEED Silver

Princeville High School
Princeville, IL
LEED Silver

Illinois Fire Service Institute
Champaign, IL
LEED Silver

University of Illinois Huff Hall Addition
Champaign, IL
LEED Silver

Building Information Management (BIM) Experience

P.J. Hoerr has made significant investments in training, software, and hardware to provide complete Building Information Modeling or Building Information Management (BIM) on our projects. Our initial step, completed in the design phase, is to develop a BIM Execution Plan. This plan includes a step-by-step process throughout the project that all contractors are to follow. This process manages all the mechanical, electrical, and plumbing contractors through complete mechanical coordination. This shows potential issues through clash detection and gives clear construction methods due to the 3D modeling. This process will significantly reduce construction time and change orders.

Items included in the BIM Execution Plan

1. Design Model Use and Requirements
2. Coordination Process
3. Coordination Sign-Off
4. Model Requirements
5. Software Utilized
6. File Naming Structure
7. Coordination Milestones
8. Coordination Meeting Schedule

PJ Hoerr employs a BIM Manager, who oversees the entire BIM process. This BIM manager will attend early design meetings and provide input to ensure the project is set up to fully utilize the BIM process.

Sampling of Recent BIM Projects

Illinois Central College Workforce Sustainability Center – East Peoria, IL – Project consists of a 2-story, 29,000 SF new building that includes hands-on training bays, open work areas, classrooms, and offices. \$16 million. 2023

Gibson Area Hospital New MOB – Gibson City, IL – Project consists of a 2-story, 36,000 SF new building which includes a therapy gym, x-ray suite, exam rooms, and offices. \$11 million. 2022

YMCA – Bloomington – Normal, IL – Project consists of a 2-story, 76,000 SF new building which includes a full-size gym, track, pools, fitness areas, therapy rooms, and offices. \$23 million. 2021

Buehler Home Southeast Addition – Peoria, IL – Project consists of a 4-story, 35,000 SF addition that includes apartments, dining, workout, therapy pool, and a parking garage. \$9 million. 2021

Westminster Village Assisted Living – Bloomington, IL – Project consists of a new 3-story, 80,000 SF assisted living facility. \$22 Million. 2019.

St. John's Medial Office Building – Springfield, IL – Project consists of a 4-story 96,000 SF new building across the street from the existing hospital and connected via a sky bridge over the street to allow the hospital to become its tenant. \$16 Million. 2017

Buehler Home Florence Ave Apartments Addition – Peoria, IL – Project consists of a four-story 30,000 SF addition consisting of a ground-level parking garage, ten apartments, and a penthouse restaurant with a rooftop patio. \$7 Million. 2017

Cost and Change Order Control Processes

PJ Hoerr uses the following techniques, procedures, and processes to reduce costs on the project:

- Working directly with Subcontractors, PJ Hoerr will develop multiple cost estimates during the design process
- Develop value engineering alternatives that could reduce costs
- Develop enthusiasm for the project in the community with an effort to receive the maximum number of bids from quality subcontractors
- Conduct organized pre-bid meetings to fully explain the project to bidders. This will reduce the number of unknowns thereby increasing confidence in the project and lowering costs
- Hold detailed pre-award meetings with the apparent low bidder in each work category to ensure that scopes are covered, and everyone is on the same page
- Push the schedule of the project to completion as quickly as possible using LEAN Construction techniques. Time equals money and the quicker the project can be constructed, (while maintaining quality) the lower the final cost

Change Order Control

The items listed above also greatly reduce change orders, but in addition, PJ Hoerr recommends the following processes to reduce change orders.

- The LEAN process vastly increases collaboration, increases project knowledge, and lowers the incidence of frivolous change order requests
- PJ Hoerr will review all change order requests for fairness, accuracy, and costs
- The best way to reduce change orders is to have a complete and thorough set of plans and to hold a detailed scope review process as described above in our “Pre-Award” process

Work Product Examples

See attached for sample cost and change order work products showing the following:

- Cost Comparison (Budget/GMP/Bid) Breakdown
- Value Engineering / Cost Savings Spreadsheet
- Contingency Change Order Tracking Spreadsheet

New Facility

50% SD Budget Phase 1 Summary Comparison

Date: June 27, 2023

DIVISION	DESCRIPTION	Good Option			Better Option			Best Option		
		TOTAL COST	COST/SF	% OF JOB	TOTAL COST	COST/SF	% OF JOB	TOTAL COST	COST/SF	% OF JOB
1	General Requirements	\$ 3,772,305	\$ 22.86	5.92%	\$ 3,891,465	\$ 23.58	5.43%	\$ 3,998,365	\$ 24.23	4.81%
2	Existing Conditions (Demo / Abatement / Well)	\$ 30,000	\$ 0.18	0.05%	\$ 30,000	\$ 0.18	0.04%	\$ 30,000	\$ 0.18	0.04%
3	Concrete	\$ 4,186,250	\$ 25.37	6.57%	\$ 4,186,250	\$ 25.37	5.84%	\$ 4,186,250	\$ 25.37	5.04%
3	Precast	\$ 4,138,800	\$ 25.08	6.50%	\$ 1,022,850	\$ 6.20	1.43%	\$ 1,022,850	\$ 6.20	1.23%
4	Masonry	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
5	Structural & Misc. Steel	\$ 6,300,000	\$ 38.18	9.89%	\$ 7,038,000	\$ 42.65	9.82%	\$ 5,598,000	\$ 33.93	6.74%
6	Rough Carpentry	\$ 253,918	\$ 1.54	0.40%	\$ 339,118	\$ 2.06	0.47%	\$ 360,418	\$ 2.18	0.43%
6	Timber Framing	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 4,616,000	\$ 27.96	5.55%
6	Finish Carpentry / Casework	\$ 130,628	\$ 0.79	0.21%	\$ 130,628	\$ 0.79	0.18%	\$ 130,628	\$ 0.79	0.16%
7	Membrane Roofing	\$ 4,207,500	\$ 25.50	6.61%	\$ 4,474,000	\$ 27.12	6.24%	\$ 4,474,000	\$ 27.12	5.38%
7	Green Roof	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
7	Roof Pavers	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
7	Roof Screening	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
7	Waterproofing	\$ 119,000	\$ 0.72	0.19%	\$ 119,000	\$ 0.72	0.17%	\$ 119,000	\$ 0.72	0.14%
7	Air Barrier	\$ 54,000	\$ 0.33	0.08%	\$ 462,000	\$ 2.80	0.64%	\$ 462,000	\$ 2.80	0.56%
7	Metal Panels	\$ 450,000	\$ 2.73	0.71%	\$ 3,284,850	\$ 19.91	4.58%	\$ 2,490,600	\$ 15.09	3.00%
7	Fireproofing	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
8	Doors, Frames, and Hardware	\$ 168,000	\$ 1.02	0.26%	\$ 168,000	\$ 1.02	0.23%	\$ 168,000	\$ 1.02	0.20%
8	Overhead Doors	\$ 80,000	\$ 0.48	0.13%	\$ 80,000	\$ 0.48	0.11%	\$ 80,000	\$ 0.48	0.10%
8	Glazing	\$ 799,400	\$ 4.84	1.26%	\$ 2,065,200	\$ 12.52	2.88%	\$ 3,936,000	\$ 23.85	4.74%
9	Drywall & Acoustical	\$ 1,352,600	\$ 8.20	2.12%	\$ 2,211,000	\$ 13.40	3.08%	\$ 2,211,000	\$ 13.40	2.66%
9	Painting	\$ 535,900	\$ 3.25	0.84%	\$ 448,350	\$ 2.72	0.63%	\$ 605,400	\$ 3.67	0.73%
10	Flooring / Polish Concrete / Epoxy / Tile	\$ 1,024,540	\$ 6.21	1.61%	\$ 1,064,540	\$ 6.45	1.49%	\$ 1,064,540	\$ 6.45	1.28%
10	Specialties	\$ 81,810	\$ 0.50	0.13%	\$ 81,810	\$ 0.50	0.11%	\$ 81,810	\$ 0.50	0.10%
11	Loading Dock Equipment	\$ 120,000	\$ 0.73	0.19%	\$ 120,000	\$ 0.73	0.17%	\$ 120,000	\$ 0.73	0.14%
12	Window Treatment	\$ 5,400	\$ 0.03	0.01%	\$ 55,000	\$ 0.33	0.08%	\$ 55,000	\$ 0.33	0.07%
13	Entry Canopy or Wood Sunscreen / Rainscreen	\$ 222,000	\$ 1.35	0.35%	\$ 222,000	\$ 1.35	0.31%	\$ 1,714,250	\$ 10.39	2.06%
13	Living Plant "Green" Wall System	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
13	Clean Room	\$ 200,000	\$ 1.21	0.31%	\$ 200,000	\$ 1.21	0.28%	\$ 200,000	\$ 1.21	0.24%
14	Elevators	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
14	Cranes	\$ 60,000	\$ 0.36	0.09%	\$ 60,000	\$ 0.36	0.08%	\$ 60,000	\$ 0.36	0.07%
21	Fire Suppression	\$ 975,000	\$ 5.91	1.53%	\$ 975,000	\$ 5.91	1.36%	\$ 975,000	\$ 5.91	1.17%
22	Plumbing	\$ 2,927,000	\$ 17.74	4.60%	\$ 2,927,000	\$ 17.74	4.08%	\$ 3,177,000	\$ 19.25	3.82%
23	HVAC	\$ 4,785,000	\$ 29.00	7.51%	\$ 6,105,000	\$ 37.00	8.52%	\$ 7,420,000	\$ 44.97	8.93%
26	Electrical	\$ 8,085,000	\$ 49.00	12.69%	\$ 8,500,000	\$ 51.52	11.86%	\$ 9,655,000	\$ 58.52	11.62%
26	System	\$ -	\$ -	0.00%	\$ 980,000	\$ 5.76	1.33%	\$ 2,050,000	\$ 12.42	2.47%
31	Earthwork	\$ 2,100,400	\$ 12.73	3.30%	\$ 2,100,400	\$ 12.73	2.93%	\$ 2,100,400	\$ 12.73	2.53%
31	Soil Improvement	\$ 2,715,000	\$ 16.45	4.26%	\$ 2,715,000	\$ 16.45	3.79%	\$ 2,715,000	\$ 16.45	3.27%
32	Asphalt Paving	\$ 1,159,050	\$ 7.02	1.82%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
32	Site Concrete	\$ 480,000	\$ 2.91	0.75%	\$ 3,283,060	\$ 19.90	4.58%	\$ 3,283,060	\$ 19.90	3.95%
32	Unit and Permeable Pavers	\$ -	\$ -	0.00%	\$ 480,000	\$ 2.91	0.67%	\$ 480,000	\$ 2.91	0.58%
32	Building Water Features / Reflection Pool	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
32	Landscaping	\$ 1,164,250	\$ 7.06	1.83%	\$ 1,164,250	\$ 7.06	1.62%	\$ 1,164,250	\$ 7.06	1.40%
32	Irrigation	\$ 50,000	\$ 0.30	0.08%	\$ 50,000	\$ 0.30	0.07%	\$ 50,000	\$ 0.30	0.06%
32	Detention Ponds	\$ 100,000	\$ 0.61	0.16%	\$ 100,000	\$ 0.61	0.14%	\$ 100,000	\$ 0.61	0.12%
32	Miscellaneous Site Improvements	\$ 78,000	\$ 0.47	0.12%	\$ 78,000	\$ 0.47	0.11%	\$ 78,000	\$ 0.47	0.09%
32	Bridges - Pedestrian and Vehicular	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 480,000	\$ 2.91	0.58%
32	Stream Bank Restoration	\$ 160,500	\$ 0.97	0.25%	\$ 160,500	\$ 0.97	0.22%	\$ 160,500	\$ 0.97	0.19%
32	Storm Sewer	\$ 1,671,125	\$ 10.13	2.62%	\$ 1,871,125	\$ 11.34	2.61%	\$ 1,771,125	\$ 10.73	2.13%
33	Central Plant Utility Connections	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
33	Sanitary Sewer	\$ 298,000	\$ 1.81	0.47%	\$ 298,000	\$ 1.81	0.42%	\$ 298,000	\$ 1.81	0.36%
33	Water and Fire Service	\$ 542,000	\$ 3.28	0.85%	\$ 542,000	\$ 3.28	0.76%	\$ 542,000	\$ 3.28	0.65%
33	Site Gas (Misc. - Not Service)	\$ 58,125	\$ 0.35	0.09%	\$ 58,125	\$ 0.35	0.08%	\$ 58,125	\$ 0.35	0.07%
	Design Fees	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
	Subtotal (Before Contingency and Fee)	\$ 56,968,900.20	\$ 345.27	89.45%	\$ 64,111,520.20	\$ 388.55	89.45%	\$ 74,341,570.20	\$ 450.55	89.45%
	Contingency	7.50%	\$ 4,272,668	\$ 25.89	\$ 4,808,364	\$ 29.14	6.71%	\$ 5,575,618	\$ 33.79	6.71%
	PJ Hoerr Fees	\$ 2,449,663	\$ 14.85	3.85%	\$ 2,766,795	\$ 16.71	3.85%	\$ 3,196,688	\$ 19.37	3.85%
	PROJECT TOTAL	\$ 63,691,230	\$ 386.01	100.00%	\$ 71,675,680	\$ 434.40	100.00%	\$ 83,113,875	\$ 503.72	100.00%

August 16, 2019

VE / Cost Saving Options - Final

SAMPLE VALUE ENGINEERING / COST SAVINGS SUMMARY

Item	Description	Proposed Change	Accepted Amount
General Items			
G1	Delete entire folding panel partition system (not approved based on approval of G3)	\$ (25,384.00)	\$ -
G2	Delete folding panel partition only (structural and soffit remain in contract for future installation) (not approved based on approval of G3)	\$ (15,388.00)	\$ -
G3	Delete folding panel partition system alternate. Add new metal stud wall with double door between Break and Conference. (approved)	\$ (18,000.00)	\$ (20,159.00)
G4	Revise type of Acoustical Ceiling Tile to lesser sound rating. Finish to be similar, insulated walls to deck remain. (approved)	\$ (4,744.00)	\$ (4,744.00)
G5	Change to Level 4 finish in lieu of Level 5 except hallway, entry (approved)	\$ (3,000.00)	\$ (3,000.00)
Plumbing			
P1	Revise SK-1 to a 22 gauge stainless sink in lieu of 18 ga (approved)	\$ (3,200.00)	\$ (3,200.00)
P2	Eliminate mixing valves at stainless sinks (approved)	\$ (1,000.00)	\$ (1,000.00)
P3	Eliminate hot water circulating line. Connect ends of hot water loop to maintain circulation around the facility at all times. (approved)	\$ (7,000.00)	\$ (7,000.00)
HVAC			
H1	Delete control system connection to hospital BAS (not approved based on approval of H6)	\$ (7,020.00)	\$ -
H2	Delete hail guards on 7 RTUs (not approved)	\$ (1,666.00)	\$ -
H3	Delete 5 year factory labor warranty on 7 RTUs (approved)	\$ (3,500.00)	\$ (3,500.00)
H4	Delete interlock of 4 exhaust fans to RTUs. Install line voltage time clocks above ceiling below each fan (approved)	\$ (1,071.00)	\$ (1,071.00)
H5	Delete the Trane roof top HVAC unit, wireless thermostats, and wireless BACnet interface. Replace with either Carrier or York roof top HVAC units. Install standard electromechanical thermostats. (not approved based on approval of H6)	\$ (50,115.00)	\$ -
H6	Delete the Trane roof top HVAC unit and wireless thermostats. Replace with either Carrier or York roof top HVAC units. Install Schneider communicating, BACnet thermostats, one each for the 7 roof top HVAC units. Connect these thermostats to the hospitals existing FMCS. Viewable points will be unit status, space temperature, and duct smoke detector alarm status. (approved)	\$ (30,186.00)	\$ (30,186.00)

Electrical			
E1	Relocate utility transformer closer to building in landscaped area (approved)	\$ (11,474.00)	\$ (11,474.00)
E2	Delete conduit(s) between MOB and Hospital (approved)	\$ (35,797.00)	\$ (35,797.00)
E3	Delete fiber optic line between MOB and Hospital (approved)	\$ (5,200.00)	\$ (5,200.00)
E4	Delete fire alarm network connection to Hospital (PMH will need to contract with 3rd party monitoring service) (approved)	\$ (4,061.00)	\$ (4,061.00)
E5	Delete fire alarm additional point capacity for future growth (approved)	\$ (1,882.00)	\$ (1,882.00)
E6	Delete requirement for spare parts and additional materials called for in specifications (approved)	\$ (3,693.00)	\$ (3,693.00)
E7	Delete video security system in its entirety (not approved)	\$ (13,385.00)	\$ -
E8	Delete access control system in its entirety (approved)	\$ (32,829.00)	\$ (32,829.00)
E9	Delete all 10 card access openings in their entirety. 4 openings to include Trilogy type push button lock, the other 6 openings will be standard keyed locks. (approved)	\$ (4,000.00)	\$ (4,945.00)
Total Accepted Credit to Project		\$	(173,741.00)

Potential Additional Items			
	Add (3) 1-1/4" innerduct bundle in 4" conduit between MOB and Hospital (not approved)	\$ 4,900.00	\$ -
	Add 4" conduit between telephone pole and MOB for phone line, this is required if conduit between MOB and hospital is removed. (approved)	\$ 6,383.00	\$ 6,383.00
	Add copper connection between MOB and Hospital. Pulled in new innerduct. (assume 10 pair) (not approved)	\$ 5,000.00	\$ -

Additional Items Discovered to Date			
	Concrete discovered in street at water line connection (approved)	\$ 2,500.00	\$ 2,980.00
	Foundation discovered at canopy excavation (approved)	\$ 1,500.00	\$ 1,376.00
	Finish changes (No cost change) (approved)	\$ -	\$ -

Total Change to Bid Amount based on VE and Additional Items	\$ (163,002.00)
Fee Savings (5% of total)	\$ (8,150.10)
Total Saving including Fee	\$ (171,152.10)
Contingency Savings (2% of total)	\$ (3,423.04)
Total Savings to Project (Including Fee and Contingency)	\$ (174,575.14)

VE / Cost Saving Overall Summary	
Original Bid Amount	\$ 4,691,465.00
Total Savings to Project (Including Fee and Contingency)	\$ (174,575.14)
Updated GMP Amount	\$ 4,516,889.86



Peoria Office: 107 N. Commerce Place, Peoria, IL 61604 • Phone: 309.688.9567
Mailing Address: P.O. Box 3333, Peoria, IL 61612-3333 • Fax: 309.688.9556

Bloomington/Normal Office: 117 Merle Lane, Normal, IL 61761 • Phone: 309.888.9567 • Fax: 309.888.9556

RE: Mindy L. Darcy, CPA
Tazewell County Finance Director /
Assistant County Administrator
11 South Fourth Street, Suite #120
Pekin, IL 61554

WARRANTY

In accordance with our Construction Documents, we herewith guarantee all work on the above captioned project against defective material, equipment, or workmanship for a period of one (1) year beginning January 1st, 2025.

Should any defects develop in the materials or workmanship within the specified period, upon notice from the Owner, the Contractor agrees within five (5) days after receiving written notice and without expense to the Owner, to repair, replace, and in general to perform all necessary corrective work with regard to the defective or nonconforming work or materials to the satisfaction of the Owner. The foregoing shall not in any manner limit the Owner's remedy to the Contractor's liability to those defects appearing within the guaranteed period. The Contractor agrees to perform the work in a manner and at a time as to minimize any damage sustained by the Owner and so as to not interfere with or in any way disrupt the operations of the Owner.

Any defect or damage due to improper use or neglect on the part of the Owner shall be at the Owner's expense.

Sincerely,
P.J. Hoerr, Inc.

Matthew Brown
Senior Project Manager

Tab 7 - Pricing and Required Documents



WOOD FRAMED BUILDING OPTION

BID FORM

Execution of this form certifies understanding and compliance with the total bid package and any addenda.

A. Fixed Fee for Complete Design-Build of the Animal Control Facility:

Three million four hundred seventy one thousand three hundred and seven dollars

(\$ 3,471,307.00)

B. Proposal Submitted By:

Company Name: PJ HOERR INC

Authorized Agent Name & Title:

JOHN SUTHERLAND : EXECUTIVE VICE PRESIDENT

Contact Person: JOHN SUTHERLAND

City, State Zip Code: 107 N COMMERCE PLACE PEORIA IL 61604

Daytime Telephone: 309 678 9567

Email: john@pjhoerr.com

Addenda Received:	1	2	3	4	5	
	2/13	2/26	2/26	3/02	3/10	



Signature of Authorized Agent

3/14/25

Date

PRE-ENGINEERED METAL BUILDING OPTION

BID FORM

Execution of this form certifies understanding and compliance with the total bid package and any addenda.

A. Fixed Fee for Complete Design-Build of the Animal Control Facility:

Three million four hundred and eighty nine thousand and twenty three dollars

(\$ 3,489,023)

B. Proposal Submitted By:

Company Name: PJ HOERR INC

Authorized Agent Name & Title:

JOHN SUTHERLAND : EXECUTIVE VICE PRESIDENT

Contact Person: JOHN SUTHERLAND

City, State Zip Code: 107 N COMMERCE PLACE PEORIA IL 61604

Daytime Telephone: 309 678 9567

Email: john@pjhoerr.com

Addenda Received:	1	2	3	4	5	
	2/13	2/26	2/26	3/02	3/10	



Signature of Authorized Agent

3/14/25

Date

Tazewell County
Project #2025-P-02
Design-Build of New Animal Control Building in Tremont, IL
SUBCONTRACTOR LISTING

Vendor/Contractor:

PJ Hoerr Inc.

Subcontractor name & address:	The PIPCO Companies 1409 W. Altorfer Dr. Peoria, IL 61615
Scope of work to be completed by subcontractor:	FIRE SUPPRESSION / PROTECTION

Subcontractor name & address:	Illini Plumbing, INC 8703-C N. University St. Peoria, IL 61615
Scope of work to be completed by subcontractor:	PLUMBING

Subcontractor name & address:	Montefusco HVAC 2200 W. Altorfer Dr. Peoria, IL 61615
Scope of work to be completed by subcontractor:	HEATING, VENTILATION & AIR CONDITIONING

Subcontractor name & address:	Laser Electric 3611 SW Adams St. Peoria, IL 61605
Scope of work to be completed by subcontractor:	ELECTRICAL

We the undersigned agree to furnish the listed equipment according to the County's specifications and conditions at the stated prices enclosed in this cost proposal sheet.

PJ Hoerr Inc.
Company Name

Peoria
County

107 N Commerce Place
Address

Peoria
City

Illinois
State

61604
Zip


309.688.9567
Phone

309.688.9556
Fax

john@pjhoerr.com
E-mail

Cash Discount % if any

John Sutherland
Agents Name (print)


Signature

3.12.25
Date



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3.14.25

Mindy Darcy
Assistant County Administrator / Finance Director
Tazewell County
11 South Fourth Street Suite 120
Pekin Illinois 61554

Re: Conceptual Budget - Wood Framed
Tazewell Co. Animal Control Building

Attn: Mindy & Committee Review Members.

Per your request, below is our Design Build Budget for the above mentioned project. This budget is based on the conceptual RFP package "Design-Build of New Animal Control Building in Tremont, Illinois Project # 2025-P-02" and the 4 issued Addendums. Our scope of work and budgetary cost is listed below.

OPTION 1 : TOTAL - WOOD FRAMED STRUCTURE	\$	3,471,307
OPTION 2: TOTAL - PRE-ENGINEERED METAL BUILDING	\$	3,489,023

Demolition

- 1 No work included.

Concrete

- 1 Furnish and install Cast in Place building foundations.
- 2 Furnish and install a 6" Reinforced Slab on Grade for the building.
- 3 **For the PEMB Option we will utilize Cast in Place Footings and Piers with a Masonry Foundation Wall.**

Masonry

- 1 Furnish and install 8" Fully Grouted and Reinforced CMU & The Breakroom / Storm Shelter.
- 2 Furnish and install 6" CMU walls in the "Back of house" or Animal areas.

Steel

- 1 No work included.

Carpentry

- 1 Furnish and install in-wall blocking for misc. wall hung items.
- 2 Furnish and install Truss Package, Wood Panelized wall Systems and all associated framing package.
- 3 Furnish and install code required Sheeting, Fire Lid and Attic Draft Stops.
- 4 Casework / Countertops / Lower Cabinets & Upper Cabinets
 - a. Solid Surface Transaction top at Reception
 - b. Solid Surface Countertop, Base Cabinets and Upper Cabinets at Breakroom
 - c. Solid Surface Countertop and Base Cabinet at Laundry / Janitorial Storage
 - d. Solid Surface Countertop, Base Cabinets and Upper Cabinets at Vet Room

Thermal & Moisture Protection

- 1 Furnish and install Shingled Roofing, Gutters, Downspouts, Soffit and Fascia.
- 2 Furnish and install Metal siding.



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Openings

- 1 Commercial grade Hollow Metal Frames and Hollow Metal Doors with a 1/2 lite in the Kennel & Back of House
- 2 Commercial grade Hollow Metal Frames and Solid Wood Core doors in the Office / Lobby area.
- 3 2ea Double door storefront entrances at the vestibule.

Finishes

- 1 Furnish and install LVT flooring in Office, Lobby, Restrooms and Breakroom areas.
- 2 Furnish and install a hardener and densifier on the concrete floor in all other areas.
- 3 Walls in the Office, Lobby and Restrooms will be standard framing with drywall and epoxy paint.
- 4 All masonry walls will be epoxy painted.
- 5 Ceilings will be Acoustical Ceiling Tile Throughout.
- 6 Ceilings in the Animal areas and Vet Room will be Cleanable Ceiling Tile.
- 7 For the PEMB option we will utilize exposed ceilings in the Animal areas.

Specialties

- 1 Furnish and install 3ea grab bars, 1ea toilet paper dispenser and mirror in each restroom.
- 2 Furnish and install 1ea paper towel dispenser and 1ea soap dispenser at each sink location.
- 3 Furnish and install 2ea fire extinguishers and cabinets.
- 4 Furnish and install corner guards on all outside gyps / stud framing corners.
- 5 Furnish and install Chain-link fencing and gates at covered area.

Equipment

- 1 This proposal includes a \$250,000 allowance for purchase and installation of kennels.
- 2 Items Provided by owner @ Installed by contractor.
 - a. Pressure Washer
- 3 Items Provided and Installed by Owner.
 - a. Office Furniture, Filing Cabinets, Computer and Printers
 - b. Medical Equipment
 - c. Grooming Tub & Table (Plumbing connections are included in the GC cost of work)
 - d. Washers and Dryers (Plumbing and Electrical connections are included in the GC cost of work)
 - e. Refrigerators, Freezers and Microwaves
 - f. Safe's, Storage, and Shelving

Furnishings

- 1 No work included.

Special Construction

- 1 Wood Framed Option - No Work Included
- 2 PEMB Option - Furnish and install a pre-engineered metal building designed to IBC 2018 with a steel frame, standing seam roof, metal wall panels and insulation package.

Conveying Equipment

- 1 No work included

Fire Suppression

- 1 Furnish and install a complete wet sprinkler (or combination wet / dry for the wood building option) sprinkler system per NFPA 13. Including inspections, testing, required draining, hangers, design and calculations.
- 2 Exposed areas will utilize brass uprights.
- 3 Areas with ceilings shall use recessed sprinklers on flexible connections.



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- 4 Backflow preventer (Installed Tested and Certified)
- 5 Fire Department Connection.

Plumbing

- 1 All waste and vent piping in PVC.
- 2 All water piping in copper.
- 3 All gas piping Sch. 40 Black Steel above ground & Flex piping underground.
 - a. Gas piping to 3ea HVAC Units
 - b. Gas piping to 1ea Generator
 - c. Gas piping to 1ea Owner Provided Pressure Washer
 - d. Gas piping to 3ea Owner Provided Dryers.
- 4 All plumbing piping insulation.
- 5 New plumbing fixtures.
 - a. 3ea ADA Tank Type Toilers
 - b. 5ea ADA Wall Hung Lavatories
 - c. 12ea Floor Drains
 - d. 1ea Floor Sink
 - e. 3ea Washer Boxes
 - f. 1ea Icemaker
 - g. 3ea Mob Sinks
 - h. 1ea Laundry Sink
 - i. 8ea Drop in Stainless Steel Sinks
 - j. 3ea Exterior Hose Bibbs
 - k. 3ea Interior Hose Bibbs
 - l. 2ea Instantaneous Water Heaters
 - m. 7ea Trench Drains
 - n. 1ea 1-1/2" Softener Unit

HVAC

- 1 Provide and install 3ea ground mounted gas/electric package rooftop units and curbs. Rooftop units serving areas
- 2 Provide and install 1ea ERV unit to provide fresh air and air turnover.
- 3 Provide and install exhaust fans, louvers, and motorized dampers for animal areas.
- 4 Provide and install restroom exhaust fans.
- 5 Provide and install all return, supply, outside air, and exhaust ductwork.
- 6 Provide and install takeoffs, pipe and flex ducting with insulation.
- 7 Provide and install all grilles, registers and diffusers.
- 8 Provide and install water heater and other flue piping.
- 9 Provide and install stand alone controls, humidity sensors and CO2 sensors.

Electrical

- 1 Furnish and install 208/120V, 3 Phase 400A Distribution to serve the new facility.
- 2 Furnish and install a 100KW, 208/120V, 3 Phase Diesel Powered Stand by generator and associated transfer switch. (Generator sized to backup the entire building load)
- 3 **Furnish and install site lighting per owners requirements.**
- 4 Furnish and install local means of disconnect, required branch circuitry and final connection to all HVAC and Plumbing equipment.
- 5 Furnish and install lighting fixtures, lighting controls and associated branch circuitry.
- 6 Furnish and install general purpose wiring, devices and associated branch circuitry.
- 7 Furnish and install electrical rough-ins for low voltage systems.
 - a. Fire Alarm
 - b. Telephone
 - c. HVAC Thermostats (Controls Devices and Installation by HVAC Contractor)
 - d. Security
 - e. Access Control
 - f. Data



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- 9 All network / IT / Security connections are Rough-In only. Devices and connections are by owner.

Sitework

- 1 Site striping and clearing of organic materials.
- 2 Mass earthwork to establish rough grade, building pad elevation, parking area and ring road.
- 3 Site utilities including gas, water, fire line, storm and sanitary sewer based on the provided existing utilities
- 4 This budget includes allowances for a new small parking area and ring road.
- 5 Seeding and final grading are included. Watering and establishing maintenance is assumed to be by owner.
- 3 Chain link enclosure with standard gate around the perimeter of the back "Covered Area"

Exclusions & Clarifications

- No Overtime / Shiftwork / Premium Time / Holidays is included. All work shall be first shift, Monday - Friday.
- No sales tax is included.
- No winter conditions are included.
- No Building Permits / Inspection Fees are included.
- This budget includes a Payment & Performance Bond.
- No bid bond or builder's risk insurance is included. (Can be provided upon request)
- This budget includes our standard General Liability Insurance. (A Sample Copy can be provided upon request)
- No Removal, testing, inspections or disposal of any hazardous materials is included.
- Ameren Electrical Service to Site by Owner. We will come from the transformer set by Ameren into the new
- Utility service / tap fees by Owner.
- No material testing fees are included. Assumes 3rd party testing will be contracted by owner.
- No LEED certifications, requirements or costs are included.
- No landscape beds, plantings or irrigation cots are included.
- This budget assumes that the Storm Shelter does not require FEMA rated door or hardware.
- Assumes free use of power, water and gas provided by the owner.
- Assumes the owner will provide adequate space for construction material storage, equipment & parking.
- Assumes all soils are suitable. (No undercutting, soil stabilization or soil amendments are included)
- Assumes no existing utilities will need to be reworked, relocated or upsized in order to accommodate the new
- Assumes data and communications work is rough-in only, devices, final terminations and testing are by owner.
- Due to normal construction operations, damage or excessive wear may occur to existing adjacent roadways. No cost has been included to repair this damage or replace the pavement.
- This pricing is subject to market driven price increases.
- This budget assumes that any allowances or contingencies to cover unforeseen cost, design changes, or material price increases will be held by owner.
- All agreements are contingent upon strikes, accidents or delays beyond our control.

If you have any questions about the above information do not hesitate to contact our office.

Sincerely,

John Sutherland
Executive Vice President

P. J. Hoerr, Inc.



Tazewell Co. Animal Control Building

Conceptual Budget - Wood Framed

Conceptual Budget - PreEngineered Metal Building

Cost Breakdown

Date: 3.14.25

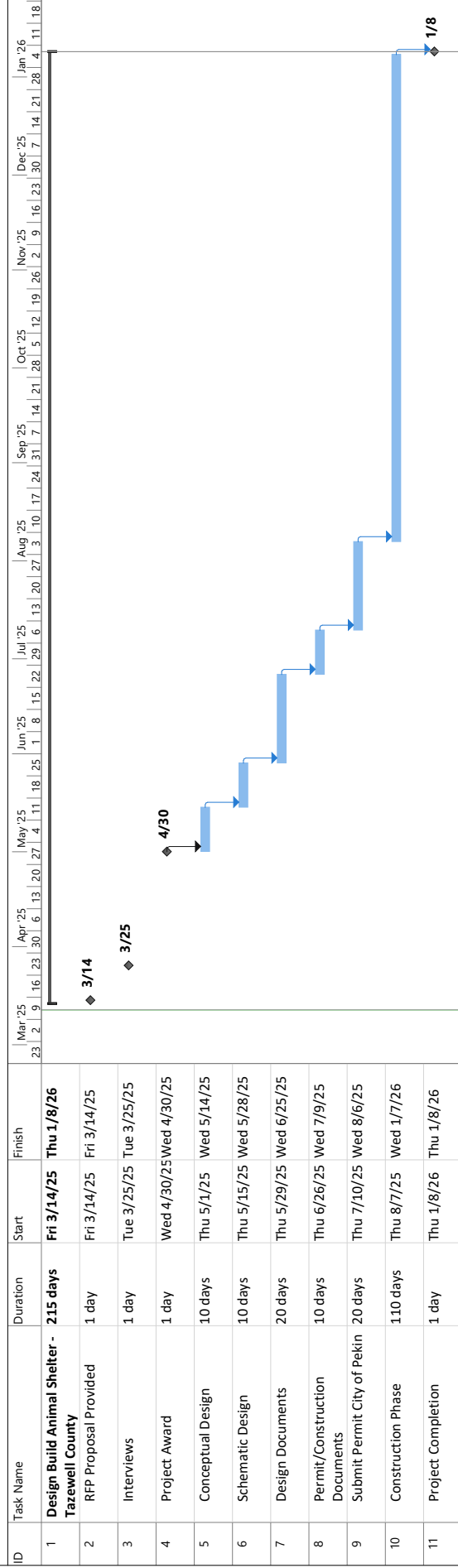
Date: 3.14.25

Square Footage: 9,300

Square Footage: 9,300

DIVISION	DESCRIPTION	TOTAL COST	COST/SF	% OF JOB	TOTAL COST	COST/SF	% OF JOB
1	General Requirements	\$ 213,183.33	\$ 22.92	6.14%	\$ 213,183.33	\$ 22.92	6.11%
2	Demolition / Existing Conditions	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
3	Concrete	\$ 186,185.00	\$ 20.02	5.36%	\$ 224,746.25	\$ 24.17	6.44%
4	Masonry	\$ 83,100.00	\$ 8.94	2.39%	\$ 148,200.00	\$ 15.94	4.25%
5	Structural & Misc. Steel	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
6	Rough and Finish Carpentry	\$ 173,710.00	\$ 18.68	5.00%	\$ 28,910.00	\$ 3.11	0.83%
7	Envelope (Roofing, Siding, Insulation)	\$ 148,460.00	\$ 15.96	4.28%	\$ -	\$ -	0.00%
8	Openings (Doors & Glazing)	\$ 140,430.00	\$ 15.10	4.05%	\$ 134,130.00	\$ 14.42	3.84%
9	Finishes (Drywall, Ceilings, Flooring, Paint)	\$ 248,436.00	\$ 26.71	7.16%	\$ 192,551.00	\$ 20.70	5.52%
10	Specialties	\$ 8,710.00	\$ 0.94	0.25%	\$ 8,710.00	\$ 0.94	0.25%
11	Equipment	\$ 250,000.00	\$ 26.88	7.20%	\$ 250,000.00	\$ 26.88	7.17%
12	Furnishings	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
13	Special Construction / Metal Building	\$ -	\$ -	0.00%	\$ 328,690.70	\$ 35.34	9.42%
14	Elevator	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
21	Fire Suppression	\$ 125,000.00	\$ 13.44	3.60%	\$ 80,000.00	\$ 8.60	2.29%
22	Plumbing	\$ 292,000.00	\$ 31.40	8.41%	\$ 292,000.00	\$ 31.40	8.37%
23	HVAC	\$ 303,000.01	\$ 32.58	8.73%	\$ 303,000.00	\$ 32.58	8.68%
26	Electrical / Communications / Security	\$ 448,650.00	\$ 48.24	12.92%	\$ 448,650.00	\$ 48.24	12.86%
31	Sitework & Earthwork	\$ 142,500.00	\$ 15.32	4.11%	\$ 142,500.00	\$ 15.32	4.08%
32	Paving & Exterior Improvements	\$ 155,392.29	\$ 16.71	4.48%	\$ 155,392.29	\$ 16.71	4.45%
33	Utilities	\$ 180,375.00	\$ 19.40	5.20%	\$ 180,375.00	\$ 19.40	5.17%
	Design Fees	\$ 213,500.00	\$ 22.96	6.15%	\$ 198,500.00	\$ 21.34	5.69%
	Premium Time Allowance	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
	Subtotal (Before Contingency and Fee)	\$ 3,312,631.63	\$ 356.20	95.43%	\$ 3,329,538.57	\$ 358.01	95.43%
	Contingency 0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
	PJ Hoerr Fees 4.70%	\$ 155,693.69	\$ 16.74	4.49%	\$ 156,488.31	\$ 16.83	4.49%
	Software Costs 0.09%	\$ 2,981.37	\$ 0.32	0.09%	\$ 2,996.58	\$ 0.32	0.09%
	PROJECT TOTAL	\$ 3,471,307	\$ 373.26	100.00%	\$ 3,489,023	\$ 375.16	100.00%

ALTERNATES		QNTY / UNIT	ADD VS DEDUCT		COST
ALT	Epoxy Flooring	6450 SF	Add	\$	13,000.00
ALT	Relocate Portable Building	1 EA	Add	\$	6,500.00
ALT	Counter & Cabinetry Shown on Floor Plan Sketches	41 LF	Add	\$	32,000.00
ALT	Solid Surface Countertops in Lieu of Plastic Laminate	1 LS	Add	\$	7,800.00
ALT	FRP Walls in Lieu of Masonry	1 LS	Add	\$	17,000.00
ALT	Operated Gate on Fenced in Covered Area	1 EA 16'W x 10'H	Add	\$	12,100.00
ALT	Chainlink Dog Kennels Along Building.	1 LS	Add		\$45,000.00
ALT	Builders Risk Insurance	1 LS WOOD	Add	\$	7,875.00
ALT	Builders Risk Insurance	1 LS PEMB	Add	\$	2,625.00
ALT	BAS HVAC Controls	1 LS	Add	\$	43,000
ALT	Heating & Cooling Makeup Air Unit	1 LS	Add	\$	18,000



Project: Animal Shelter Milestone Schedule
Date: Wed 3/12/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 1

**NON-COLLUSION AND CERTIFICATION OF ELIGIBILITY
AFFIDAVIT OF PRIME BIDDER**

State of Illinois)
County of Tazewell County) SS

Scott Rinkenberger, being first duly sworn, deposes and says that:

- (1) He/she is Chief Executive Officer of P. J. Hoerr, Inc.
The Bidder that has submitted the attached bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Tazewell of any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) That the Prime Bidder is not barred from contracting with any unit of State or local government as a result of a violation of either 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid Rotating).

Signed

Scott A. Rinkenberger

Chief Executive Officer

(Title)

Subscribed and sworn before me on
This 12 day of March, 2025.

Leslie Biswell

(SEAL)

Notary Public



We hereby submit our proposal for **Design-Build of New Animal Control Building in Tremont, Illinois, Project #2025-P-02.**

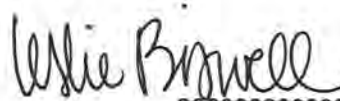
P. J. HOERR, INC., herein called "bidder,"
Company Name

acknowledges receipt of the following documents, which are incorporated herein by reference and together with this proposal, are herein called "contract documents."

- A. Request for Proposals
- B. Legal Notice
- C. General Instructions to Bidders
- D. Scope of Work
- E. Exhibits A through E
- F. Bid Form
- G. Subcontractor Listing
- H. Non-Collusion and Certification of Eligibility Affidavit

 CEO
Signature & Title

3/12/25
Date







107 N COMMERCE PL.
PEORIA, IL 61604



PJHOERR.COM
309.688.9567

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 approve fencing, cameras, and an alarm system for the new Impound/Storage Building for the Sheriff's Office at the Tremont campus; and

WHEREAS, the project was funded through the Capital Improvement Plan; and

WHEREAS, approval of the bid award for the construction of the building was previously approved through resolution P-24-17 on June 26, 2024; and

WHEREAS, providing fencing, cameras and alarm system would complete the project; and

WHEREAS, FencePeoria was deemed the best option for a 150 linear feet galvanized chain link fence with 8' tall barbed wire fencing at the cost of \$15,525; and

WHEREAS, The Designed Solutions was deemed the best option for the camera equipment, including labor, at a total cost of \$7,340; and

WHEREAS, Oberlander Alarm Systems was deemed the best option for the alarm system, including labor, at a total estimated cost of \$1,100; and

WHEREAS, these costs would exceed the original budgeted amount for the project; and

WHEREAS, the County Administrator recommends moving forward with the projects as submitted.

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, the Finance Director, Sheriff's Office, and the Auditor of this action.

PASSED THIS 30th DAY OF APRIL, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Prepared For



Tim Gillespie Tazewell Sheriff
21304 IL Rt 9
Tremont, Illinois 61568
(309) 478-5616

FencePeoria

Estimate # 102271
Date 03/10/2025
Business / Tax # 99-1505447

401 E Partridge St, 835
Metamora, IL 61548
Phone: (309) 397-6656
Email: mcdonoughj@fencepeoria.com

Description	Rate	Total
Chain Link Fence & Gates		
150 LF Galvanized Chain Link Fence Installation	\$103.50	\$15,525.00
8' tall w/ Barbed Wire		
12 Sliding Cantilever gate - 8' tall w/ Barbed wire		
Impound Lot Enclosure		
Subtotal		\$15,525.00
Total		\$15,525.00

We thank you for your business!

By signing this document, the customer agrees to the services and conditions outlined in this document.

General Contract Terms

FencePeoria

401 E Partridge St.

PO 835

Metamora IL, 61548

1. Statement

1.1 We're excited to have your project. Here are the general contract terms to ensure a seamless, and assuring project from start to finish.

2. Payment Terms

2.1 Progress Payments: Payment for the services provided under this Agreement shall be made in two (2) progress payments as follows:

50% Upon Signing: An initial payment of fifty percent (50%) of the total contract price is due upon the execution of this Agreement.

50% Upon Completion and Final Walkthrough: The remaining fifty percent (50%) of the total contract price is due upon completion of the Project and after the final walkthrough and acceptance by the Customer.

3. Responsibilities of the Contractor

3.1 Services Provided: Contractor agrees to provide all necessary materials, labor, and equipment required to complete the fence installation as outlined in the project specifications attached hereto as Exhibit A ("Project").

3.2 Utilities: Contractor shall be responsible for utility-owned underground locates as required to perform the work outlined in this Agreement.

3.3 Permits: Contractor will obtain and manage all necessary permits and approvals required for the completion of the Project.

3.4 Material and Labor: Contractor is responsible for providing all materials and labor necessary to complete the Project as per the specifications.

3.5 Completion: Contractor agrees to complete the Project in a timely and professional manner, adhering to industry standards and the specifications detailed in Exhibit A.

4. Responsibilities of the Customer

4.1 Access: Customer shall provide Contractor with access to the property as necessary to perform the work outlined in this Agreement.

4.2 Payment: Customer agrees to make all payments according to the terms set forth in Section 2 of this Agreement.

4.3 Utilities: Any and all customer owned underground utilities must be pre-marked to the best of customers ability. FencePeoria is not to be held liable if damages occur without being made aware of any utilities.

4.4 Dirt Haul Away: FencePeoria does not include price in bid for dirt haul away. If necessary, cost may be added upon removal of dirt request by customer.

5. Changes and Modifications

5.1 Change Orders: Any changes or modifications to the scope of work must be documented in a written change order signed by both Parties. Such changes may result in adjustments to the total contract price and/or schedule.

6. Termination

6.1 Termination for Convenience: Either Party may terminate this Agreement for convenience by providing written notice to the other Party. In the event of termination, Customer shall pay Contractor for all work completed or materials ordered up to the date of termination, including any costs incurred.

6.2 Termination for Cause: Either Party may terminate this Agreement for cause if the other Party fails to perform its obligations under this Agreement and does not cure such failure within a reasonable period after receiving written notice of the failure.

7. Dispute Resolution

7.1 Resolution: Any disputes arising out of or related to this Agreement shall be resolved through negotiation between the Parties. If the dispute cannot be resolved through negotiation, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

8. Miscellaneous

8.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and communications, whether written or oral.

8.2 Amendments: No amendment or modification of this Agreement shall be effective unless made in writing and signed by both Parties.

8.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8.4 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.5 Insurance: Upon customer request, FencePeoria will be happy to provide a copy of our insurance.

8.6 Site Cleanliness: If FencePeoria crew endures any foul waste in the yard during the project, a fee may be applied. This is subject to any human, animal, and or other waste that is not tended to. This fee is a minimum of \$300.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FencePeoria

Tim Gillespie Tazewell Sheriff

Timothy Gillespie

From: Jonathan Juergens <jjuergens@thedesignedsolutions.com>
Sent: Thursday, February 27, 2025 3:47 PM
To: Timothy Gillespie
Cc: Tyler Tippet
Subject: [EXTERNAL] RE: [EXTERNAL] Re: [EXTERNAL] RE: [EXTERNAL] RE: Two new camera's

CAUTION: This email and any attachments are UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, and disposed of in accordance with DHS policy. Do not disseminate to the public or other personnel who do not have a valid "need-to-know" without proper authorization. If you are not an intended recipient or believe you have received this communication in error, please do not print, copy, retransmit, or otherwise use the information. Please notify the sender immediately by email if you have received this message in error.

Good Afternoon Chief,

I have this broken down for a few different reasons, first the licenses (Required)- \$484

Required

Camera equipment -	\$3860.00	✓
Labor to run cable and install cameras -	\$2160.00	✓

Cameras are single multi-image (similar to the one on the EMA building), corner mounted on the building and a single dome inside the building.

Strongly Recommended

Data Retention extension to get 90 - 120 days-	\$2650.00	
Labor-	\$ 750.00	✓

Adding cameras at this campus, has exceeded the 25% expandability for data retention to reach 90 days. As such, this would allow us to get you back to that range of 90 to 120 days retention with the new requested cameras

Options for signal transmission (pick one, both not needed)

Wired solution between buildings-	\$ 300.00	✓
Labor (If aerial)-	\$1080.00	
Labor (if conduit provided)	\$ 270.00	✓
Wireless solution between buildings-	\$ 550.00	
Labor -	\$ 450.00	

\$7340 ✓

Please let me know if you have any questions, and which options you wish to have in an official quote.

Thank you for your time,

Jonathan Juergens,