

**Facilities Management
Committee Meeting
3/18/19 at 4:00 PM
***111 W. Fox Street ***
*** Room 209 & 210 *****

-----Agenda Topics-----

Call to Order

- 1) Roll call
- 2) Determination of a Quorum
- 3) Approval of the February 2019 meeting minutes.
- 4) Approval of Agenda
- 5) Public Comment

Old Business/Projects

- 1) Historic Courthouse Window Project
- 2) Vending Machine Changes at County Office Building & Courthouse
 - a. Update on State's Attorney review of proposed MOU for Machines with Illinois Department of Human Services for Equipment Placement
 - b. Update on State's Attorney review of proposed Contract with Super G Vending for Vending Services
- 3) Public Safety Center Roof Replacement
- 4) Courthouse – Additional Wiring for Benches in All Courtrooms
- 5) Health Department Carpet Replacement
- 6) MSDS Electronic Program
- 7) Animal Control Projects

New Business/Projects

- 1) Chair Report
 - a. County Office Building –Discussion of Architect & Engineering Proposals to Forward to Committee of Whole for County Board Review
 - b. Solar Field Update
 - c. KCFM Technician Position Posting Due to Retirement
- 2) Health & Human Services Dental Office Lease & Structural Change Discussion
- 3) Public Safety Center - H.V.A.C. Replacement Project
 - a. Applied for Energy Efficiency Grant for Chiller replacement in the amount of \$14,586.00
 - b. Approval to change MZU#4 controls to Direct Digital Control (DDC) in the amount of \$20,768.00
 - i. Approval to apply for ComEd Energy Efficiency Grant for DDC upgrade on MZU#4 in the amount of \$13,750.00
- 4) Courthouse Roof Replacement Project
- 5) Backflow Prevention Rebuilding
- 6) KCFM Truck Replacement
- 7) Courthouse Liebert UPS System Switch replacement
- 8) Rt. 34 Campus Detention Pond Mowing
- 9) Circuit Clerk Election Ramp @ Oswego Fire Station # 2
- 10) Courthouse Lactation Room

Staffing/Training/Safety

- 1) Reportable labor hours

Other Items

- 1) CMMS Charts
 - a. Reported vs. Completed, b. Work orders reported by building current month.
 - c. Work orders by work type current month.

Executive Session

Other Business

Public Comment

Questions from the Press

Adjournment

Facilities Committee Agenda
March 18, 2019

CALL TO ORDER

- 1) **Roll Call**
- 2) **Determination of a Quorum**
- 3) **Approval of the February 2019 meeting minutes.**
- 4) **Approval of Agenda**
- 5) **Public Comment**

OLD BUSINESS/PROJECTS

- 1) **Historic Courthouse Window Project**
 - The window was installed last week. As soon as the balance tubes are done they will be field installed.
- 2) **Vending Machine Changes at County Office Building & Courthouse**
 1. Update on State's Attorney review of proposed MOU for Machines with Illinois Department of Human Services for Equipment Placement
 2. Update on State's Attorney review of proposed Contract with Super G Vending for Vending Services
 - The State's Attorney's office (SAO) talked with the Illinois Dept. of Human Services person in charge of the Business Enterprise Program for the Blind ("IDHR/BEPB").
 - The IDHR/BEPB person said that we should have never received a contract with the vendor. It should only be with them.
 - So, the SAO is reviewing the IDHR/BEPB agreement again. Any changes to the agreement have to be sent back to the IDHR/BEPB state of Illinois legal department.
- 3) **Public Safety Center Roof Replacement**
 - The items required by the roof manufacturer to be completed were done during a brief warm period a few weeks ago.
 - Final payment was made last week after KCFM received the original copies of all close out paperwork.
 - **Project complete.**
- 4) **Courthouse – Additional Wiring for Benches in All Courtrooms**
 - All Courtrooms wiring has been completed.
 - **Project complete.**
- 5) **Health Department Carpet Replacement**
 - Three carpet samples were received last week. One sample is a standard commercial carpet grade. One sample has water & stain resistance properties and is more resistance to wear pattern issues.
 - The water/stain resistance sample is about a \$500.00 add to the base bid received.
 - The Health Department reviewed them onsite and picked the standard commercial carpet sample as their choice for replacing the existing carpet.
 - Director Smiley took pictures of both onsite. See attached photos.
 - All of these carpets have a 10 Year commercial warranty.
- 6) **MSDS Electronic Program**
 - Director Smiley has not had time to visit with various departments to discuss this program further due to startup and completion of other departments' projects.
 - Mr. Smiley hopes to get started on this project and report on the status of department visits at the next FM Committee meeting in April.

- 4) Courthouse Roof Replacement Project**
- Director Smiley met with Wold A/E to go over the project in order to get a quote for putting together plans & specifications for this project as they did for the Public Safety Center roof project in 2018.
 - Wold estimated the cost of the project including their fee of \$5,800.00 and a contingency amount of \$3,650.00 and miscellaneous costs of \$2,500.00 should not exceed our budgeted amount of \$90,000.00.
 - With the Facilities Committee ok, Mr. Smiley is planning to go ahead and get the plans & specifications developed with Wold in order to put this project out for public bid.
- 5) Backflow Prevention Rebuilding**
- Director Smiley has signed the quote to get these repairs done.
 - The repairs will be scheduled to be done this month.
- 6) KCFM Truck Replacement**
- Director Smiley received prices from the local Ford Dealer located in Sandwich, IL and from the State of Illinois vehicle purchasing contract.
 - Pricing results
 1. Gjovick - \$ 35,825.00
 2. Landmark Ford (State Bid) - \$ 35,912.00
 - Both dealers say 12-14 week delivery time.
 - Director Smiley is looking for Guidance on this purchase.
- 7) Courthouse Liebert UPS System Switch replacement**
- The switch was scheduled to be replaced on Thursday, Feb. 28, 2019.
 - However, once the tech was onsite he said all power would have to be shut down in order to the replacement. This was contrary to what Director Smiley was told when the work was scheduled.
 - So, the replacement has been rescheduled to be done on April 19, 2019 after noon. The afternoon is a County Holiday and the Courthouse will be closed at that time, so the power can be totally shut down.
- 8) Rt. 34 Campus Detention Pond Mowing**
- Per our agreement with the City of Yorkville's engineering firm EEI, Kendall County Director Smiley had our landscaping vendor cut down the vegetation and weeds once the detention basin was frozen.
 - Director Smiley paid for this from reaming funds in the 2018 budget.
 - In order to keep the vegetation from growing again the basin needs to be treated. The quote for this work is \$4,862.00. Since the 2019 budget was already completed when we finalized how to comply with EEI's review, this work would have to be paid from our contracted services line or request funding from the Finance Committee. Director Smiley is looking for guidance on how to pay for the next phase of this project.
- 9) County Clerk Election Ramp @ Oswego Fire Station # 2**
- Clerk/Recorder Gillette asked Director Smiley to survey Oswego Fire Station #2 for the type of ramp needed for elections to prevent people from falling when going from the main office to the Truck Bays where they keep the voting equipment.
 - Mr. Smiley saw it was a 6" drop to the bay floor so to meet ADA requirements a 6' foot ramp was needed.
 - The Clerk/Recorder office provided a ramp they thought might work. Jim performed an internet search and found the pricing was the best from their source. So KCFM staff arranged the TAX Exempt status and the ramp was ordered. The ramp arrived today, March 18, 2019. KCFM staff will assemble the handrails and deliver the ramp to the fire station no later than Friday March 29, 2019, so it is there for the election on April 2, 2019.

7) Animal Control Projects

- Director Smiley met with Animal Control Director Pawson to go over ideas for bring the Administrative office back into the main facility. From this meeting Mr. Smiley created a drawing showing the Director function to be relocated to the first room just inside the main facility. The drawing also showed the initial Dog viewing area to be relocated to the North side dog area.
- The drawing and a site tour was conducted the last Animal Control Committee meeting last week.
- Revisions to the drawings were discussed. Mr. Smiley will put the revised drawings together as soon as he gets further direction from the Animal Control Committee.
- Jim also confirmed with Trane that it is possible to perform these projects through the U.S. Communities program if that is the desire of Kendall County.
- Mr. Smiley is still working through design issues with Trane and hopes to have a price for the next Animal Control committee meeting in March.

NEW BUSINESS/PROJECTS

1) Chair Report

- a. County Office Building – Discussion of Architect & Engineering Proposals to Forward to Committee of Whole for County Board Review.
- b. Solar Field Update
 - i. Chris Childress said the State is still processing applications. The initial estimated completion of processing applications was to be by Feb. 27, 2019. Chris is continuing to say it looks for our project to be funded.
 - ii. GRNE has been notified of three (3) of the twelve (12) projects they turned in are approved for funding. However, the Kendall County project was not one of the approved projects at this time.

2) Health & Human Services Dental Office Lease & Structural Changes Discussion

- FM Chair Kellogg asked Director Smiley to put together a list of the items that need to be done in order to create the dental office. Mr. Kellogg also wanted a list of the systems affected and structural items that need to be done.
- See included documents.

3) Public Safety Center - H.V.A.C. Replacement Project

- Director Smiley met with Trane personnel to have an initial project meeting and walk through with the Trane Engineer.
- The Chiller has been ordered.
- Trane personnel and key contractors were onsite Tuesday, March 5, 2019 to start looking at systems & controls. From this an initial project schedule will be developed and presented to Mr. Smiley by the end of this week.
- The Performance Bond required for the project has been received.
- Initial background screens were completed.
- Mr. Smiley met again with Trane on March 8, 2019 and received a preliminary project schedule.
- On March 15, 2019, Director Smiley attended a meeting with Cmdr. Richardson and D.C. Gillespie to go over the initial project schedule and to cover the initial logistical issues for setting up the project.
- Trane started onsite with sub-contractors today March 18, 2019.
 - a) Applied for Energy Efficiency Grant in the amount of \$14,586.00 for the Chiller upgrade.
 - b) Approval to change MZU#4 controls to Direct Digital Control (DDC) in the amount of \$20,768.00
 - i) Approval to apply for ComEd Energy Efficiency Grant for DDC upgrade on MZU#4 in the amount of \$13,750.00

10) Courthouse Lactation Room

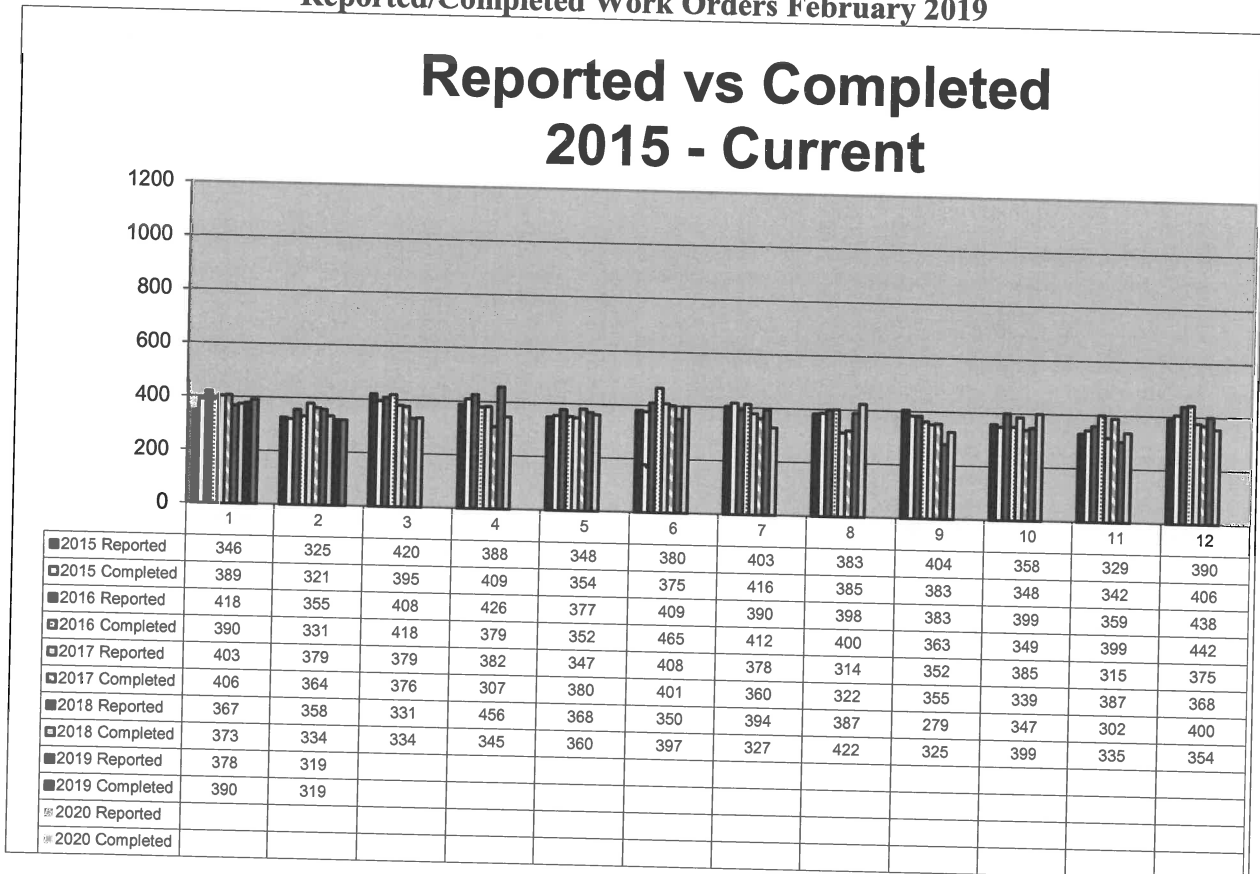
- KCFM staff started the transformation of the Men's room by the Public Defender's office to become the Lactation room required by the State of Illinois.
- The project needs to be completed by June 1, 2019.
- Partitions and bathroom fixtures have been removed.
- Director Smiley met with a sign company last Friday and is waiting for pricing and availability for the signs needed.
- Jim plans to add a baby changing shelf also, although the statute does not require one.

February 2019

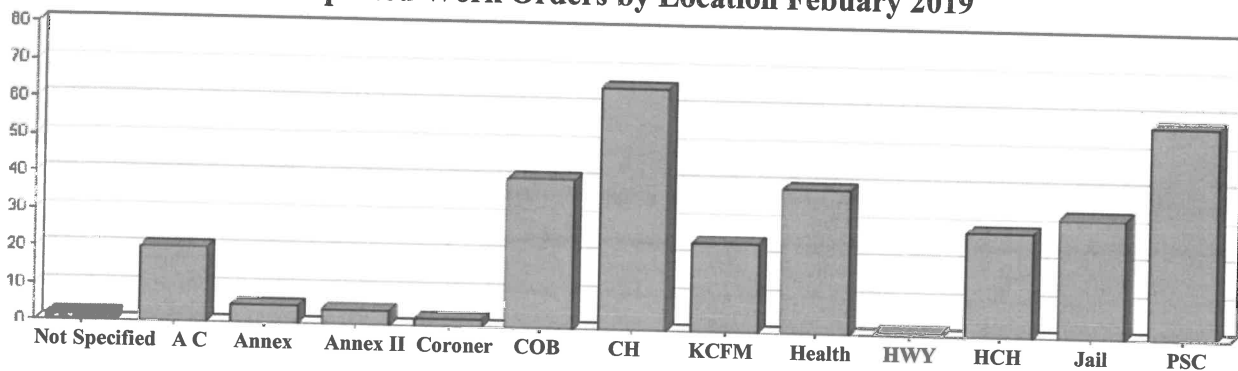
Staffing/Training/Safety:

DESCRIPTION	Feb-19	Jan-19	Dec-18
Possible Work Hours (6 employees @ 8 hrs)	864.00	1,008.00	912.00
Paid/Unpaid Leave	64.00	60.00	64.00
Holiday	96.00	96.00	96.00
Bereavement	0.00	0.00	0.00
* FMLA	0.00	0.00	0.00
<i>Regular Productive Hours</i>	<i>704.00</i>	<i>852.00</i>	<i>752.00</i>
Overtime Worked	88.00	32.00	2.00
<i>Total Productive Hours</i>	<i>792.00</i>	<i>884.00</i>	<i>754.00</i>

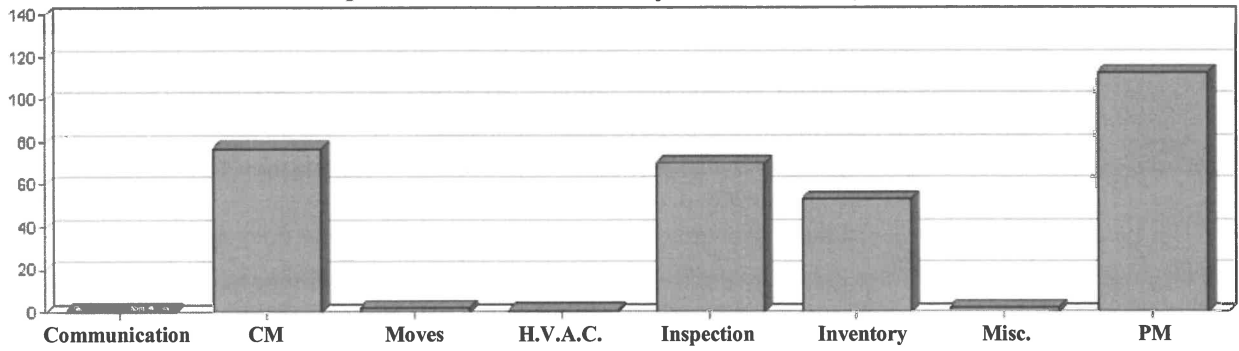
Reported/Completed Work Orders February 2019



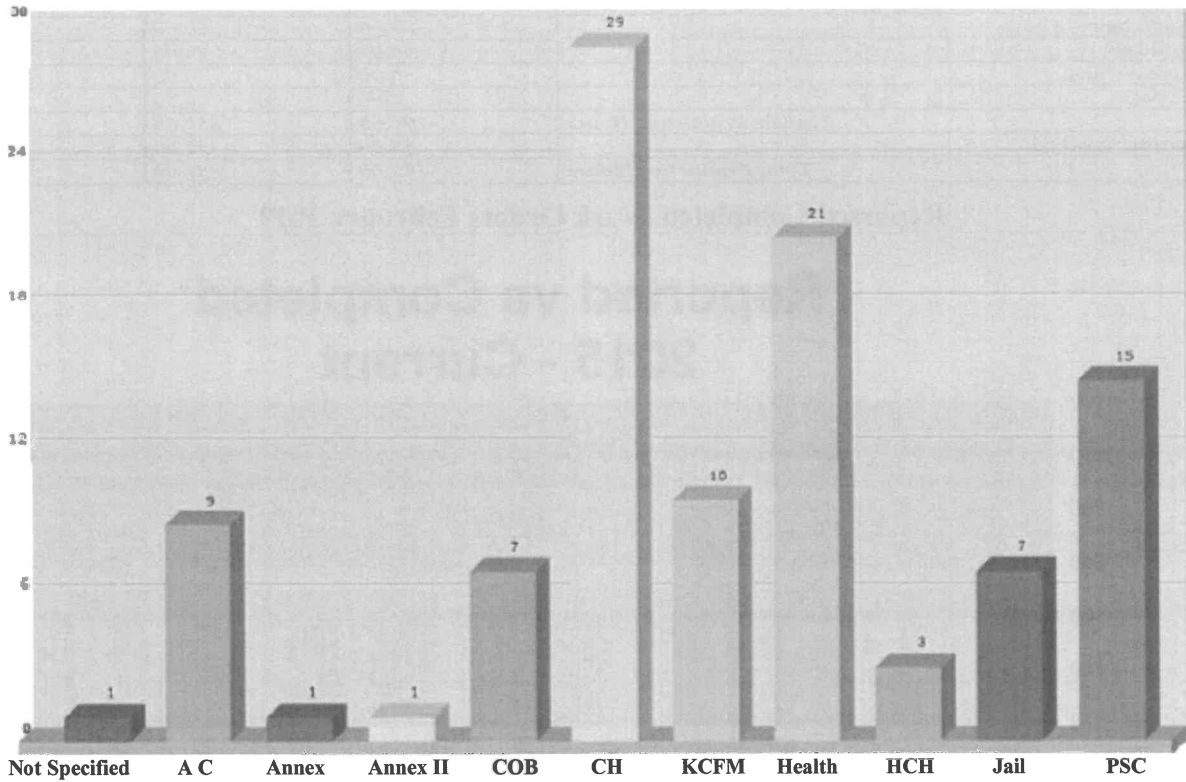
Reported Work Orders by Location February 2019



Reported Work Orders by Task Febuary 2019



Work Orders Remaining Open Febuary 2019



OTHER BUSINESS

CITIZENS TO BE HEARD

QUESTIONS FROM THE PRESS

ADJOURNMENT

The next regular Facilities Management committee meeting is scheduled to be on April 1, 2019. The meeting will be held at 111 W. Fox Street, Yorkville in the County Board room.

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, FEBRUARY 4, 2019**

Roll Call: Members Present: Matt Kellogg, Tony Giles, Amy Cesich, Judy Gilmour
Audra Hendrix entered the meeting at 4:03 pm
Audra Hendrix left the meeting at 5:11pm

With enough members present, a quorum was formed to conduct business.
Others Present: Facilities Management Director Jim Smiley.

Approve the January 7, 2019 Facilities Committee Meeting Minutes – There were no changes to the January 7, 2019 minutes; Member Gilmour made a motion to approve the minutes, second by Member Cesich. **With enough present members voting aye, the minutes were approved.**

Approval of Agenda – Member Cesich made a motion to approve the agenda. Member Gilmour second the motion. **All Aye. Motion approved.**

Public Comment – None

Old Business/Projects

1. *Historic Courthouse Window Project* – Director Smiley informed the Committee the window arrived on site and was found to be an inch and a half too long. Jim stated since this is an operable window that it needs to be sent back to the manufacturer to be refitted with the proper dimensions. Mr. Smiley anticipates it to be installed by the next meeting.
2. *Vending Machine Changes at County Office Building & Courthouse* – Director Smiley received back the State's Attorney's Office (SAO) proposed agreement with a number of questions and discrepancies that need to be addressed. The SAO believes it would be better to have an agreement instead of an MOU with IDHS. The vending company asked if we would accept lower insurance limits than we usually ask for. The County's insurance carrier believes the amounts are adequate if the Committee agrees to allow the lesser amount. The Facilities Committee agrees to accept the lesser amount insurance. However Committee members asked Mr. Smiley to see how food illness from vendor's products would be covered. Jim will contact the vendor for answers on the SAO's questions.
3. *Public Safety Center Roof Replacement* – Mr. Smiley stated the warranty walk through with the manufacture was complete. The roofing company needs to complete a few items for the manufacture to provide the full warranty. Jim said the work will be completed in the spring or when the weather is consistently above 50 degrees.
4. *Courthouse – Additional Wiring for Benches in All Courtrooms* - Director Smiley stated courtrooms 113 through 116 are completed, courtrooms # 111 and # 112 are partially complete due to schedule constraints. Jim is hoping to complete courtrooms # 111 and # 112 in the next two weeks.

New Business/Projects

Chair's Report

- a. *Public Safety Center – H.V.A.C. Replacement Project Discussion* – Chair Kellogg stated Tuesday is the vote to ask for approval on the Trane through US Communities HVAC project.

- b. *County Office Building – Healy Bender Recommendations Discussion* – Chair Kellogg will meet with the County Clerk to discuss space requirements for items that need to stay in the department. Member Kellogg also suggests we look into what records can be digitized to save space. Committee members discussed if the boardroom is moved to the first floor, their maybe a need to upgrade the 1st floor bathrooms to be ADA complaint. Jim will investigate if bathrooms need to be brought to ADA compliant with this project. Chair Kellogg suggested the FM Committee chooses an engineer/architect to design the menchanical systems and audio visual needs for this proposal move then send the recommendation to COW for full County Board approval.
 - c. *Tour of Facilities Discussion* – The Committee would like to set the tour for spring time and suggested the tour to consist of 4 stops. The goal for the tour to not to be an all-day event. The Committee would like to place it on the COW agenda for discussion.
 - d. *KCFM Five Year Capital Plan* – The Committee had no questions. **Item Closed.**
 - e. *Solar Field Update* – The City of Yorkville approved the special use permit. GRNE sent letters for the County to sign. Jim was asked to sign the letters since County Board Chair Gryder and County Administrator Koeppel were not available to sign them. One letter was agreeing to grant GRNE access to the solar field site and the second letter is verifying we agree to buy the power generated from the solar field from GRNE. Jim stated the final application was being entered today. According to Chris Childress of Progressive Energy the County should know if we will receive funding by the end of February.
2. *2019 Projects Discussion* – The Committee had no questions. **Item Closed.**
 3. *Animal Control Projects* – Member Cesich stated that Animal Control is looking at upgrading the HVAC system at the Animal Control building and possibly bring the administration office back in the main building, instead of using the trailer. Jim stated that he brought Dewberry A/E through the building for a site tour in order to get a quote for the A/E services. Dewberry provided a quote of over \$ 13,000.00 for A/E services for these projects. Animal Control Chair Cesich asked if Director Smiley can check to see if these projects could be done through US Communities contract with Trane. Jim will bring possible floor plans to bring the Administration functions back into the main facility and will also check with Trane to see if this project can also go through Trane using US Communities. Jim will bring recommendations of the building’s re-organization on the viewing areas and office moves along with the possibility of Trane through US Communities doing the HVAC.
 4. *Health Department Carpet Replacement* – Director Smiley stated this is a 2019 funded project. Jim met with a vendor and got a quote which is in the budget range approved. Mr. Smiley stated that they came up with two (2) samples that could work. The vendor also offered a solution for carpet that won’t produce traffic patterns and water will bead up on top of the carpet and not soak in. This would add \$500 - \$600 to the project.
 5. *Courthouse Video Bond Call HDMI Jacks Installation* – Mr. Smiley informed the Committee that he received a request to add connections so the new 60” TV in courtroom #114, KCFM staff had set up previously for video bond call. Jim was able to find a switch, which worked and was hooked up and tested good to allow video bond call and computer hook ups to project onto the 60” television. **Project complete.**
 6. *UPS Systems Capacitor Replacements* – Director Smiley stated the materials were purchased last year. Jim stated all capacitors in all the units were installed at the Public Safety Center and the Courthouse. However during the capacitor install on the older Liebert UPS, the rotary main switch was determined to need to be replaced. This will be replaced as a separate project. **Project complete.**

7. *SEDAC grant onsite verification* – Jim informed the Committee that SEDAC required a 3rd party independent audit to verify the project is complete. Mr. Smiley stated the auditors came out and verification is complete. **Project complete.**
8. *Backflow Prevention Inspections* – Director Smiley stated testing was complete in January. Mr. Smiley was informed that a few devices will need to be either rebuilt or replaced. Jim is awaiting pricing for these repairs and replacement. **Project complete**
9. *KCFM Truck Replacement* – Director Smiley budgeted for a new vehicle this year. Jim looked into the State bid pricing as well as inquiring at a few local dealers. Jim will bring the information back to the next FM Committee meeting. Jim also stated the current vehicle disposal policy for the county is a lengthy process, as the dealer inquired about a trade possibility. Jim will discuss the disposal process with Scott Koeppel, County Administrator to see if we can allow a trade in to be part of the purchasing the new truck. Mr. Smiley also suggested that he check with the Sheriff's office to see if the old truck could be auctioned off with the old squads that are replaced each year.
10. *MSDS Electronic Program* – Director Smiley is recommending a computer program to maintain the County's material safety data sheets for each department and possibly the Forest Preserve District. Mr. Smiley stated once the data is entered in the program, the system will automatically update the yearly changes. Jim suggested the program will be available on an icon on the desktop of every computer for access of all departments. These data sheets are an OSHA requirement. Jim will discuss this need with the different departments and find out if they can help pay for the setup and yearly fee's associated with the software. .

Staffing/Training/Safety

- *Reportable Labor Hours* – Reports were included in the packet.

Other Items of Business

- *CMMS Charts* – Reports were included in the packet for:
 - Reported versus Completed Work Orders, Reported by Building Current Month
 - Work Orders by Work Type Current month

Questions from the Media – None

Executive Session – None

Adjournment – Chairman Kellogg asked if there was a motion to adjourn. Member Gilmour made a motion to adjourn the meeting, second by Member Giles. **With all members present voting aye, the meeting adjourned at 5:12 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant



KENDALL COUNTY HEALTH DEPARTMENT

811 W. John Street, Yorkville, IL 60560-9249 630/553-9100 Administration Fax 630/553-9506



Public Health
Prevent. Promote. Protect.

January 7, 2019

County Board Facilities Management Committee,

We look forward to the start of our community dental clinic and would like to inquire as to your timeline for completing the necessary upgrades on our clinic space in order for the clinic to begin. As stated at our September 26, 2018 budget hearing, the Board of Health had planned to discuss covering your building alteration costs as soon as they were received from you. As such, the Board of Health has budgeted for the following forecasted clinic space upgrades:

- Studs and Drywall – \$2,450.00
- Clinic Plumbing – \$5,800.00
- Electric Work – \$3,800.00
- Equipment Installation - \$1,000

I am here to ask about the start date of work, as I would like to advocate for this community need and also respond to community members who are looking forward to the fruition of their community efforts.

Much Appreciation,

Amaal V.E. Tokars
Executive Director

Kendall County Location
811 West John Street
Yorkville, Illinois 60560
630/553-9100 Fax 630/553-9605

Kendall-Grundy Community Action
A Unit of Kendall County Health Department

Helping People Changing Lives

Grundy County Location
1802 N. Division St., Rm. 602
Morris, Illinois 60450
815/941-3262 Fax 815/942-3925



KENDALL COUNTY
HEALTH DEPARTMENT

Contractor	Estimated Cost	Actual Cost
Heitkötter	\$ 2,450.00	
Studs, Drywall - Heitkötter		
Plumbing - Zebra	\$ 5,800.00	
KCFM	\$ 3,800.00	
Electric - R & R Electric		
Telephones	\$ 500.00	
KCFM	\$ 1,000.00	
Telephone/Data Wiring		
Douglas Flooring	\$ 1,000.00	
Painting Spaces	\$ 1,000.00	
Paint		
Security Builders	\$ 1,000.00	
Miscellaneous		
Millwork		
Furniture		
Grand Total	\$16,550.00	\$0.00

Lease on Structural Changes by Tenant

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

**Kendall County
 Health & Human Services
 Dental Office
 Tasks to Complete Build Out
 3/3/2019**

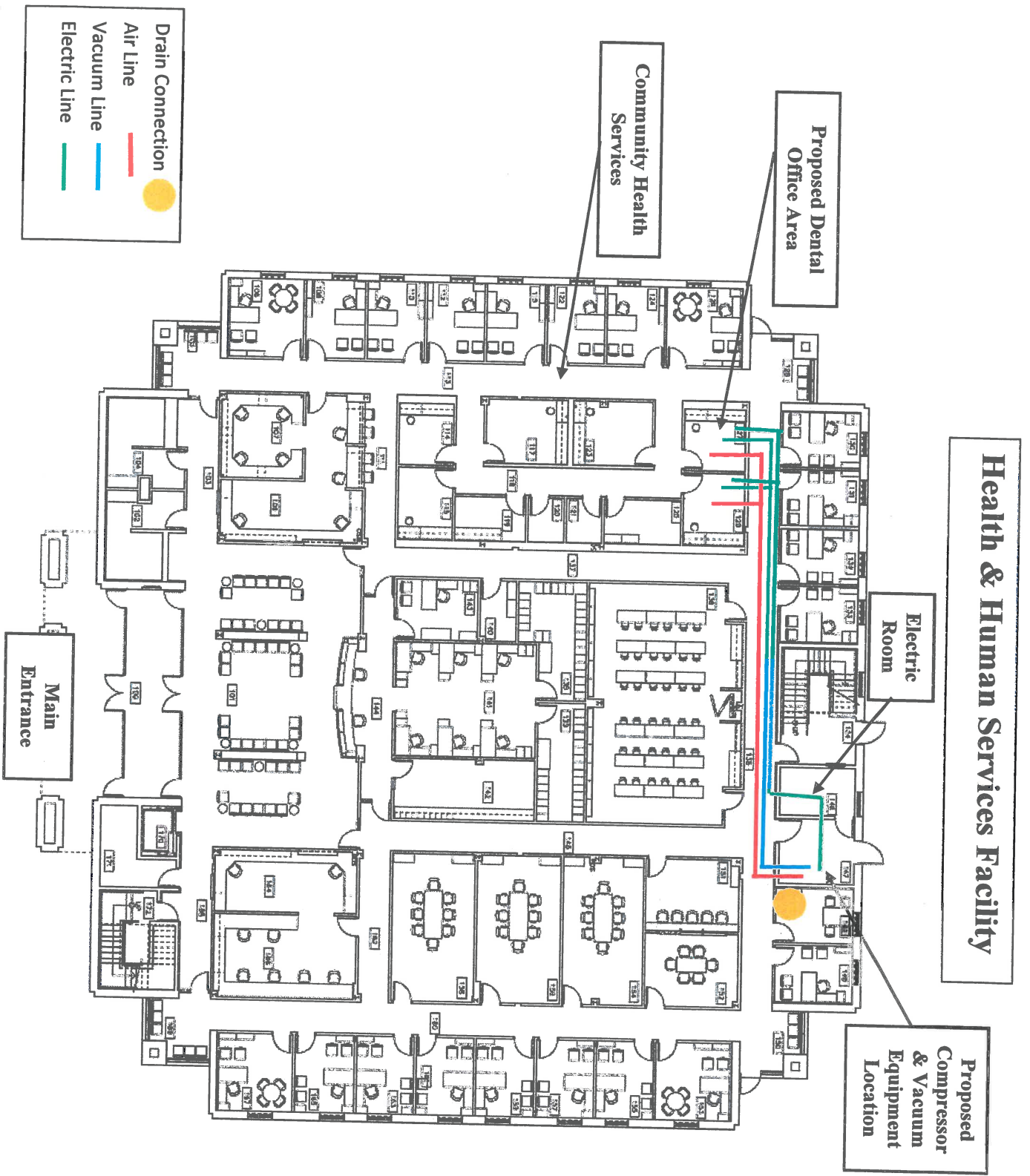
Structural Items

- Remove drywall
- Install 4 x 4 Beams inside wall
- Install Electric for Equipment
- Install Air Lines
- Install Suction Lines
- Install Water Connections
- Re-Install Drywall
- Tape Drywall
- Paint
- Setup Equipment

<u>Equipment to Hookup</u>	<u>Voltage</u>	<u>Amps</u>
<u>* X-Ray</u>	<u>110</u>	<u>15</u>
<u>Air Compressor</u>	<u>208-230</u>	<u>20</u>
<u>Vacuum Pump</u>	<u>208-230</u>	<u>15</u>

Air Compressor & Vacuum equipment to be located near electrical room.
 X-Ray equipment located in exam rooms.
 Drain line needs to go through concrete wall to connect to existing drain line.
 Suction lines need to run overhead from near electrical room to exam rooms.
 Suction lines and electric to exam rooms has to be run from electric room.
*** Calls for Radiation shielded Protective wall for Operator**

Health & Human Services Facility



Jim Smiley

From: Desiofillinois@aol.com
Sent: Friday, February 17, 2017 1:26 PM
To: Jim Smiley
Cc: Steve Curatti
Subject: (no subject)

Sterilizer electrical requirement-110V 20Amp receptical.

Panoramic supports-2 4X4 wood studs 16" on center anchored at floor and anchored to ceiling support. Need a 110V 15 amp dedicated outlet.

Frank Ringo

Equipment Specialist

Dental Equipment & Supply of Illinois, Inc.

701 N. Pine Street

Momence, IL 60954

(815) 507-5088 Phone

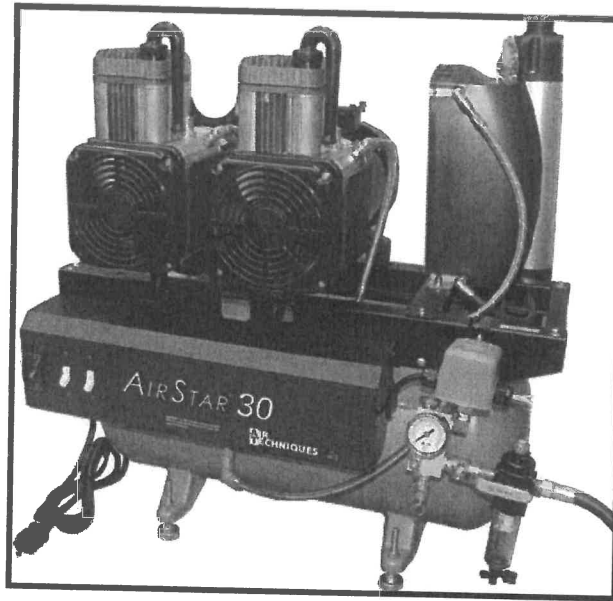
(815) 507-5090 Fax

(708) 935-8637 Cell

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AIRSTAR[®]

DENTAL AIR SYSTEM
with Membrane Dryer



PRE-INSTALLATION GUIDE

Doctor:	_____
Address:	_____
Phone#:	_____
Dealer:	_____
Dealer Address:	_____

All Installations must conform to local codes!

This AirStar Model is being installed:

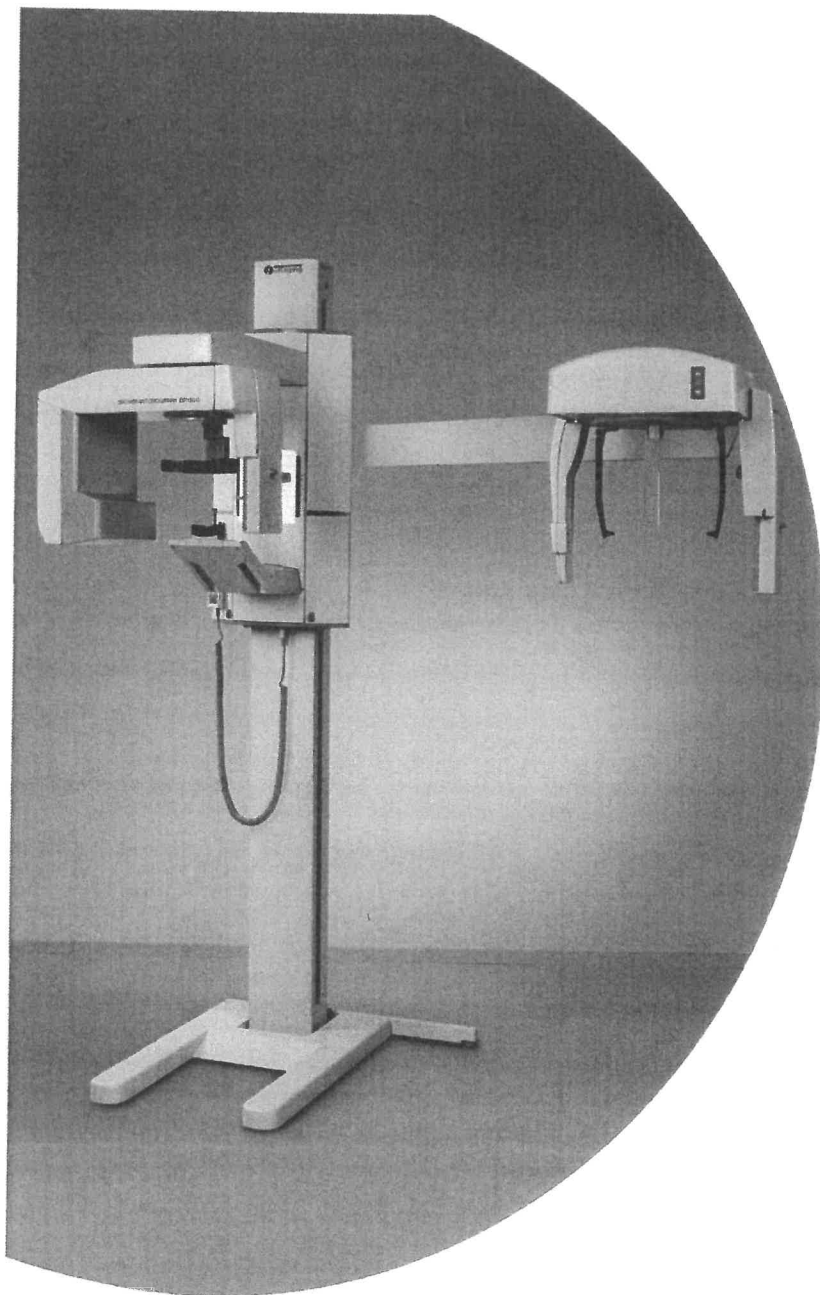
(AS CHECKED)

- AS10 AS12 AS21 AS22
 AS30 AS40 AS50 AS70 AS100



Orthopantomograph® OP100 D Orthoceph® OC100 D

Installation & Adjustments Manual



INSTRUMENTARIUM

Reviewed: Salmenkivi Mika 18.06.07 15:30:12

Approved: Järvi Mika 19.06.07 09:36:58

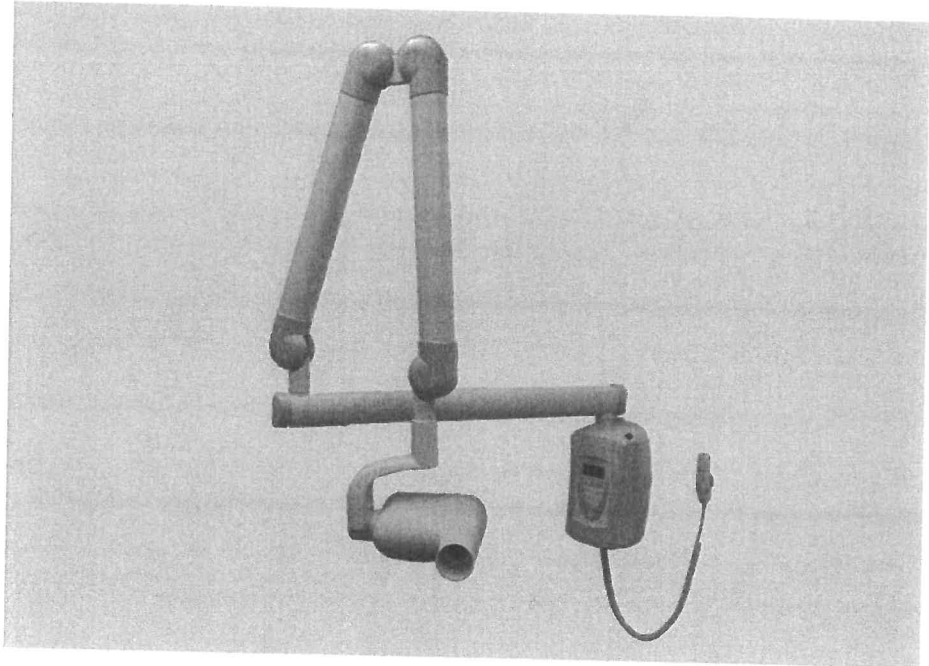
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63547-IMG rev 2

Approved



Preva Dental X-ray System



Installation and Service Manual

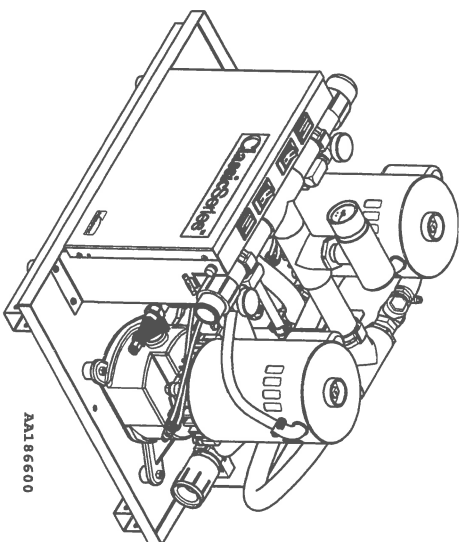
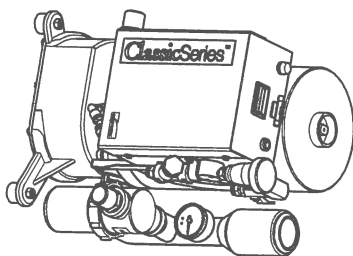


00-02-1577 Rev AE
ECN: P3785

Applies to Models:
CV3, CV3R
CV5, CV5R (Single Units)
CV6, CV6R
CV10, CV10R (Twin Units)

Classifications: Class 1, Type B Applied Part

Specifications



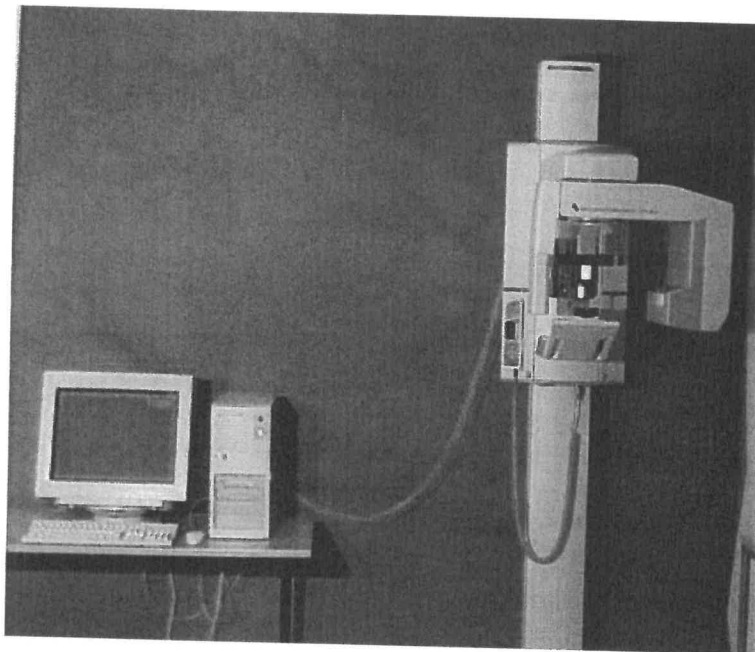
AA186600

Vacuum Model	Max. Users	Width (IN.)	Depth (IN.)	Height (IN.)	Weight (LBS.)	Total HP	Voltage (50/60 Hertz)	Breaker Size per Pump (Amps)	Inlet Connection Size (IN.)	Drain Connection Size (IN.)	Fresh Water Connection Size (FNPT)
CV3	3	12"	13"	15"	54	1 1/4	115 / 208-230	20	1"	1"	1/2"
CV3R	3	12"	13"	15"	56	1 1/4	115 / 208-230	20	1"	1"	1/2"
CV5	5	12"	13"	17"	63	2	208-230	20	1"	1"	1/2"
CV5R	5	12"	13"	17"	65	2	208-230	20	1"	1"	1/2"
CV6	6	25 1/2"	20"	18 1/2"	134	2 1/2	115 / 208-230	20	1 1/4"	1 1/4"	1/2"
CV6R	6	25 1/2"	20"	18 1/2"	134	2 1/2	115 / 208-230	20	1 1/4"	1 1/4"	1/2"
CV10	10	25 1/2"	20"	18 1/2"	154	4	208-230	20	1 1/4"	1 1/4"	1/2"
CV10R	10	25 1/2"	20"	18 1/2"	154	4	208-230	20	1 1/4"	1 1/4"	1/2"

6.3 INSTALLATION OF PC SYSTEM

6.3.1 Site selection

OP100 D PC hardware can be located almost anywhere in the dental office. Limited factor is actually fibre optic cable, which is either 10m or 20m long.



CAUTION!

Do not locate PC hardware closer than 2 meters from the OP100 D unit otherwise patient could have a possibility to touch the PC hardware during exposure.

6.3.2 Parts needed to connect PC hardware to OP100 D unit

Inventory the contents of the boxes after unpacking them and ensure that you have the following parts:

FIBRE OPTIC CABLES (2 optical fibres)

PCI BOARD

6.3.3 PCI Board and optical fibres installation

Before you start installing PCI Board and optical fibres:

- Ensure that you have an acceptable computer as described in User & Technical Manual or Installation Manual for CliniView software and parts described in previous section.
- Refer to the PC manufacturer manuals supplied with the PC in case you need more instructions about PC hardware.



CAUTION!

Do not locate PC hardware closer than 2 meters from the OP100 D unit otherwise patient could have a possibility to touch the PC hardware during exposure.

Door width: A minimum door width of 32 inches/80cm is required to bring OP100 D crates and boxes into the installation room.

Height: Minimum room height is 93 inches/235 cm for standard column.

Wall: The wall and mounting hardware must sustain a pull of 350 lbs./1500N, from each wall bracket bolt. If the wall is constructed with metal, an optional support plate (part #9955) may be used to help support this style of construction. Wall brackets are predrilled at 16 inch and 12 inch / 406mm and 305mm centers. Optional Wall mount short (part #60564) does not have the swivel and it brings the unit about 3"/76mm closer to the wall.

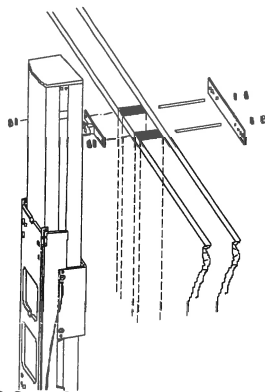


Fig 2.2. Support plate mounted behind the wall

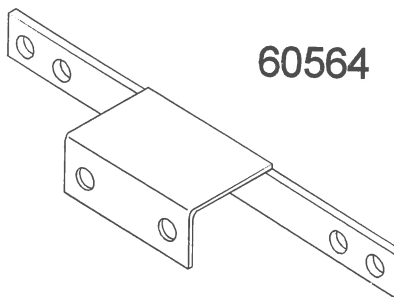


Fig 2.3. Wall mount, short (for special use).

Floor: The floor must withstand the minimum weight of 120 lbs/sqft/500kg/m².

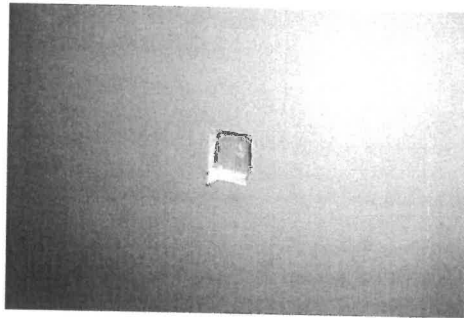
Free Standing:

An optional base plate allows a free standing installation in sites where the wall mount is not used. For maximum stability, wall mounting is recommended in addition to the base plate.

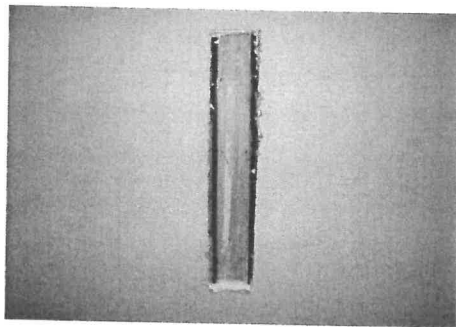
Exposure button:

Some local building codes will require a remote exposure button. If needed order part # 69961. If necessary, the control panel and coiled cord can also be remote mounted on the wall with an additional holder (part #61228, not included).

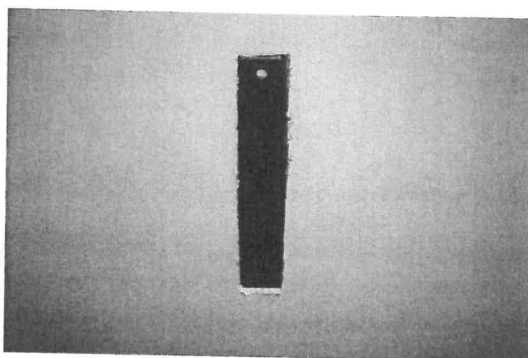
2. Make a small opening in the wall to positively identify the position of the wooden stud.



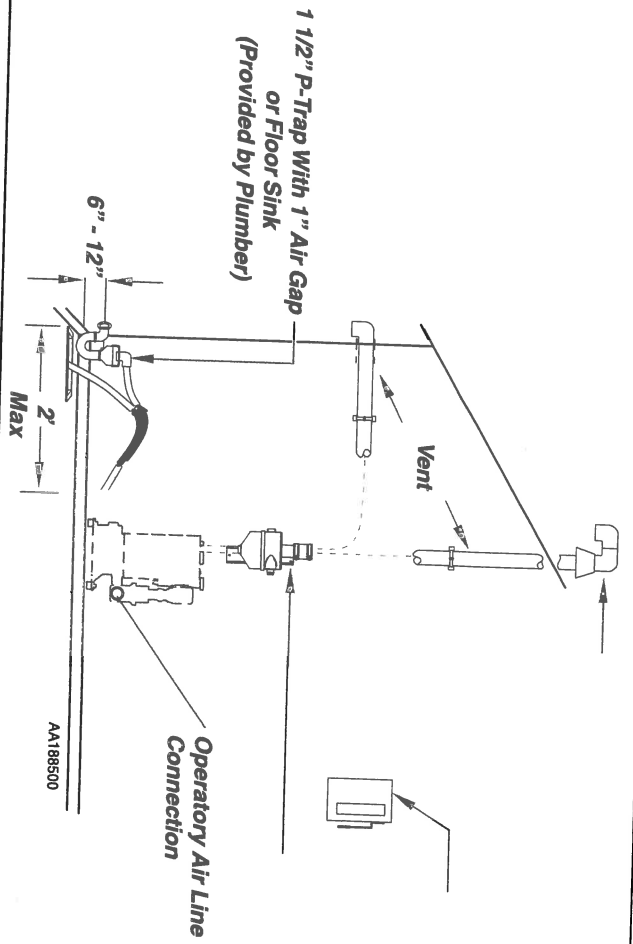
3. Draw an outline of the installation guide on the wall, ensuring that the vertical height matches the requirements set forth on the "Wall Mount Template" (30-S0003). Open the wall so that the installation guide will rest directly on the wooden stud.



4. Place the installation guide on the wooden stud.
If the surface of the Installation Guide falls below the surface wall, a correspondingly longer fastener must be chosen.



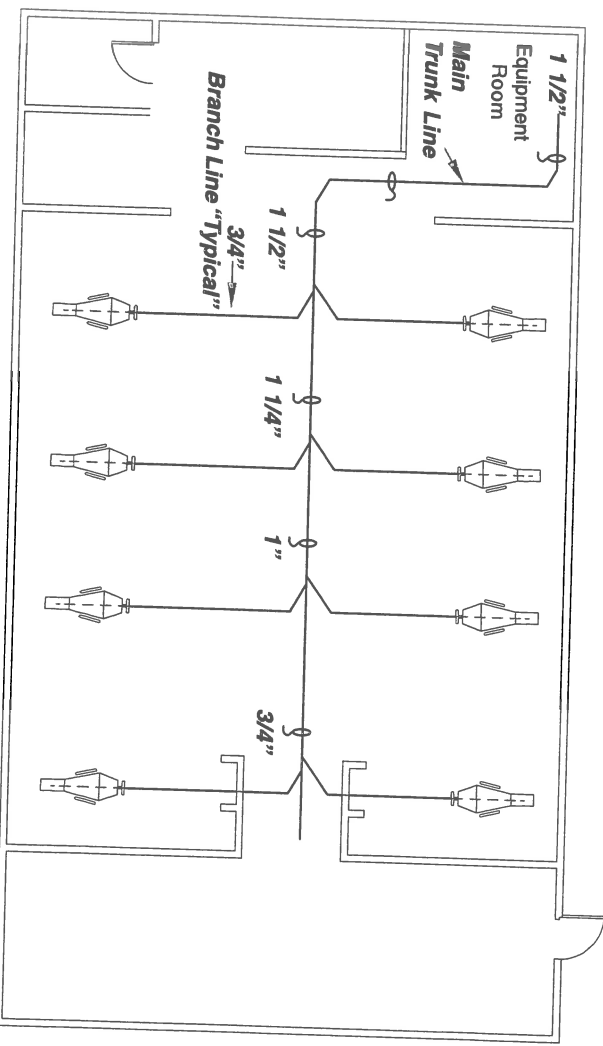
Wet-Ring Vacuum Site Requirement Layout



Equipment Alert

When performing positive pressure leak tests to validate plumbing installation, verify vacuum systems are not connected to office piping.

VACUUM LINE SIZING CHART	
Number of Operatories Supplied Through Line	Main Line (PVC Sch 40) Pipe Diameter in Inches
1-2	3/4
3-4	1
5-6	1 1/4
7-10	1 1/2



Installing the Control Unit on a Metal Stud Wall

Mark and Drill Wall Plate and Support Plate Mounting Holes

The mounting template [30-S0003] is a guide for locating where to drill the holes used to mount the wall plate and support plate to the wall. Carefully placing the mounting template on the wall will help ensure correct installation of these plates and, hence, of the Control Unit.

1. Using a stud finder, locate the center of the stud on which the Control Unit will be mounted.
2. Place the mounting template for the dual stud mount on the wall with the lower mounting holes 40 inches [101.5 cm] above the floor.
3. Place a level parallel to the vertical lines on the mounting template and adjust the mounting template until it is plumb.
4. Tape the mounting template to the wall.
5. Using an awl or other sharp object, punch through the mounting template to mark the location of the mounting holes.
6. Drill ¼-inch pilot holes at marked locations.
7. Drill 1-inch clearance holes.
8. Remove the mounting template from the wall and save for future use.

Reinforce Metal Stud Wall

Filler material is added to the wall to prevent the metal stud wall from being crushed during installation.

1. Cut an access hole 6 inches by 10 inches [15 cm x 25 cm] in size between the clearance holes.
2. Insert two 4x4 wooden studs in the access hole. Attach the studs to the rear drywall surface with drywall screws.

CAUTION!

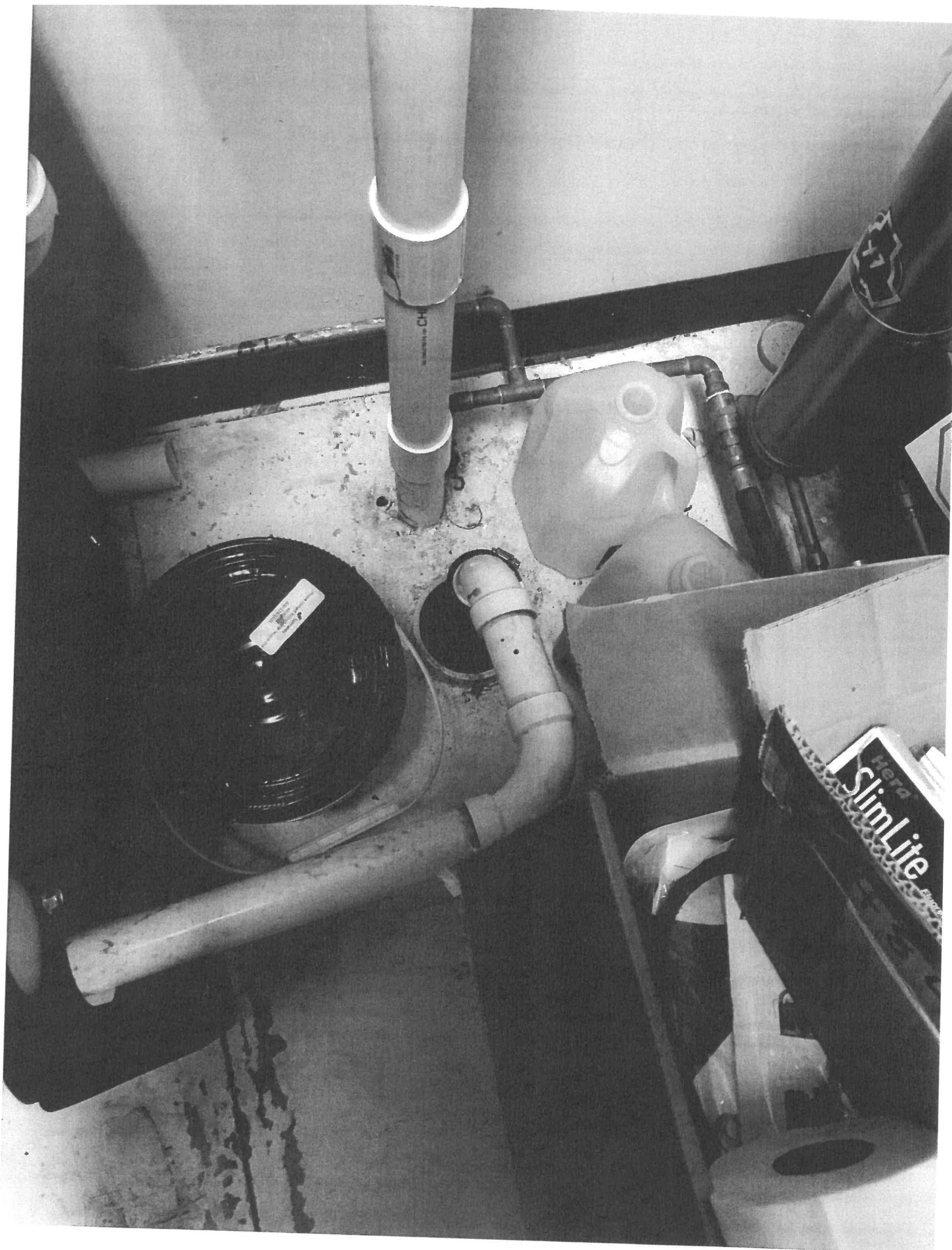
The sheet metal stud wall must be secure to hold a load of 850 ft. lbs. [118 kg.m.].

Assembling and Mounting the Support Plate (30-A2043)

In the metal wall stud installation, the Control Unit is bolted to a wall plate (*Figure 16*) that has been installed to the support plate shown in *Figure 17*. The wall and support plates are shipped in separate cartons from the Preva.

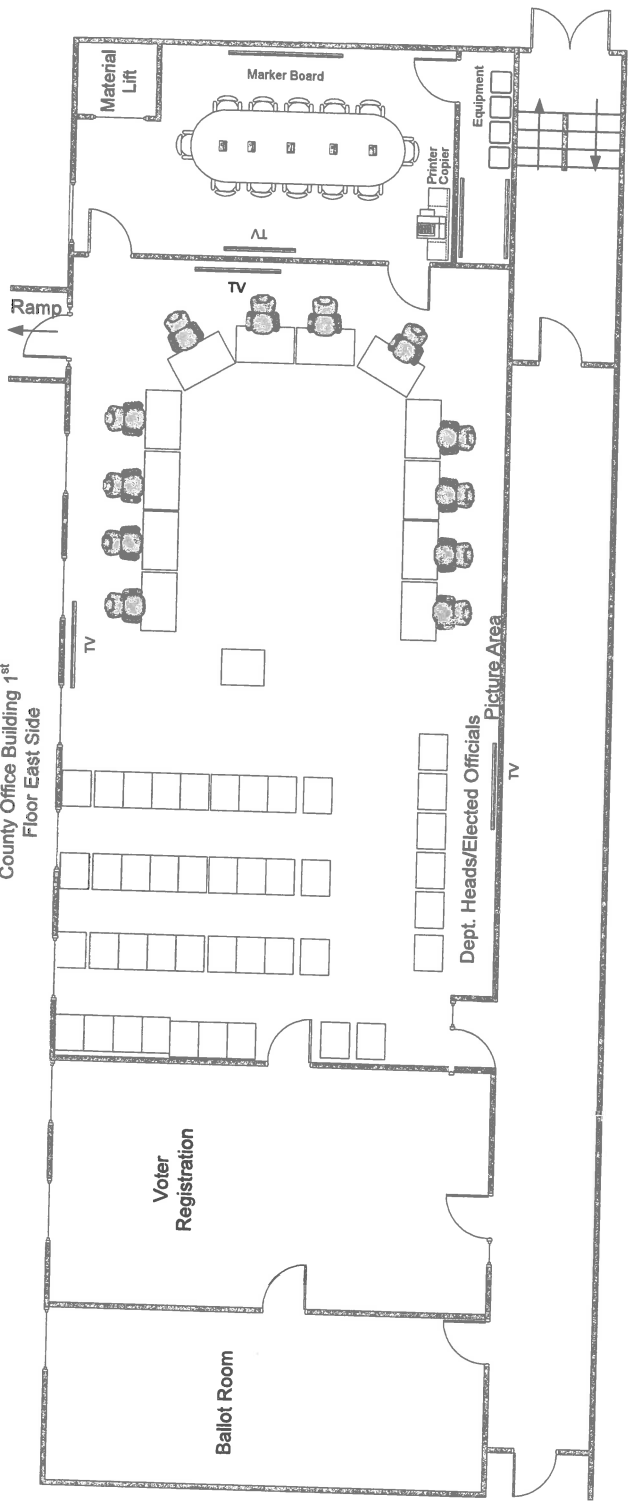
1. Put the small, then the larger washers and nut on each of the four carriage bolts.
2. Insert the carriage bolts into the support plate holes.
3. Screw the threaded standoffs onto the carriage bolts with the slotted ends away from the back plate.
4. Place the plastic sleeve bearings in the slotted ends of the carriage bolts.
5. Using a 5/32 Allen key, insert a set screw into each threaded standoff. Screw the set screw until just below the slot in the threaded standoff, but do not tighten.
6. Using two sheet metal screws mount and level the support plate through the pilot holes on the back side of the wall. Tighten the sheet metal screws with the screw driver.
7. On the front side of the wall, using a straight-blade screw driver, adjust the threaded standoffs until the plastic part is flush with the drywall.
8. Tighten the set screws in the threaded standoffs to lock them in place.





County Office Building 1st
Floor East Side

V 9



Material Lift

Marker Board

Printer Center

Equipment

Ramp

TV

TV

TV

Picture Area

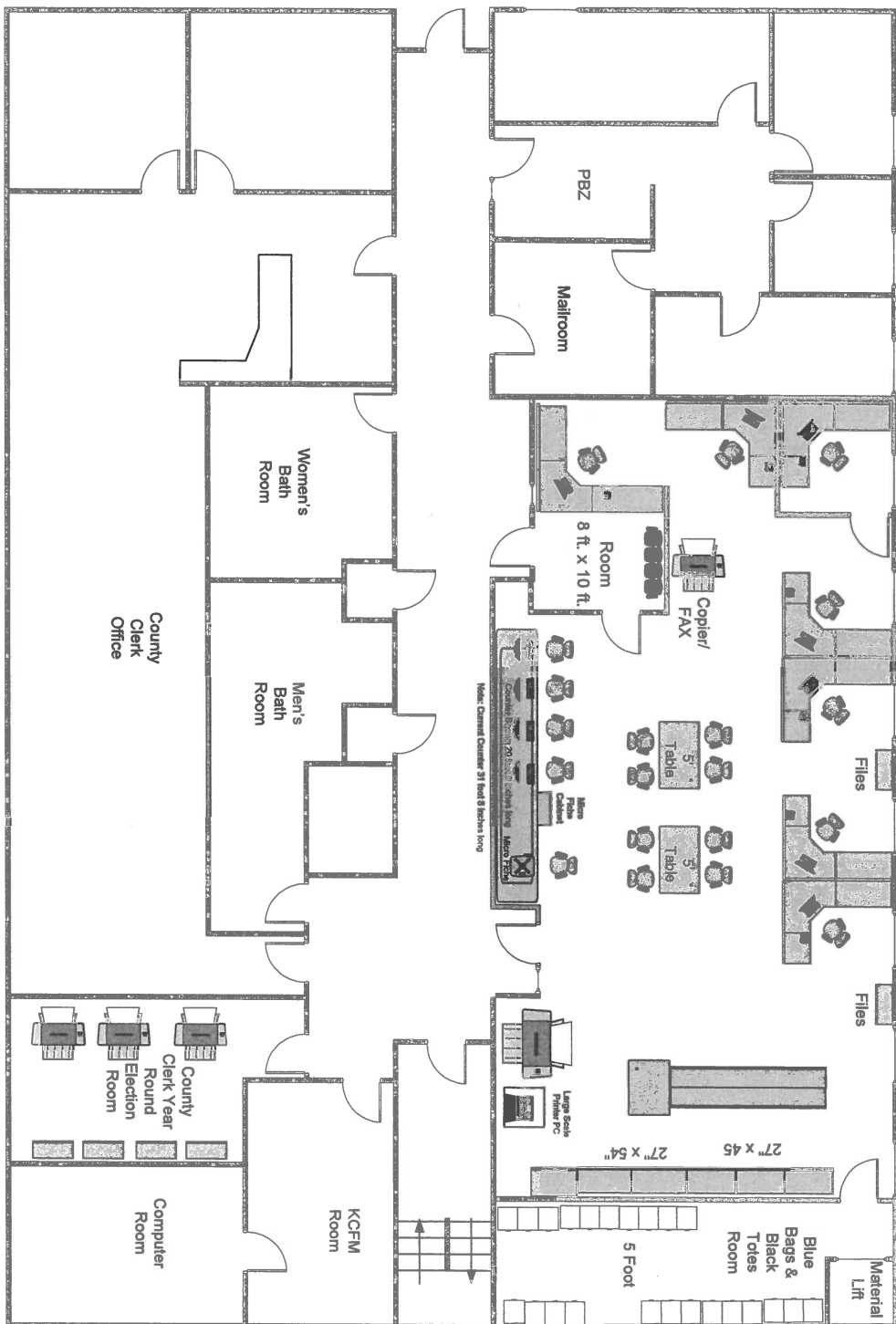
Dept. Heads/Elected Officials

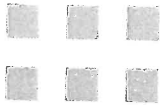
TV

Voter Registration

Ballot Room

County Office Building
2nd Floor East Side





HEALY, BENDER & ASSOCIATES, INC.

A R C H I T E C T S

P L A N N E R S



4040 HELENE AVENUE, NAPERVILLE, IL 60564

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www.healybender.com

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CLIFFORD A. BENDER
DAVID G. PATTON
JACOB A. BEEN

SENIOR ARCHITECTS
SCOTT A. RIHEL
JODY A. WOODLEY

March 4, 2019

Jim Smiley
Kendall County
Facilities Management Director
804 W. John Street
Yorkville, Illinois

Re: Proposal for Architectural Services
2019 Renovation Work
Kendall County Office Building
Yorkville, Illinois

Dear Jim:

Thank you for the opportunity to provide our proposal for Architectural Services. In support of your needs at the County Office Building located at 111 West Fox Street regarding the proposed reconfiguration and renovation of the County Board Room, Recorder's Office, and Voter Registration areas, we offer the following outline of services;

PART 1 - Pre-Design / Schematic Design Phase Services

This is the onset of services organized to set preliminary project scope and quality, establish the budget, and test multiple options in order to identify the best-fit solution.

- 1.1 Utilizing the Master Planning / Security Options Study report we presented to the County in August 2018, we will develop preliminary plans utilizing key recommendations from the report with the goal of identifying components that shall be implemented in the Phase I (short term) building improvement solution. Our Pre-Design Phase Services will further develop a range of concept options for the expansion of the first floor Voter Registration Office, relocation of the Recorder's Office to the second floor currently occupied by the County Board Room, and relocation of the County Board Room to the first floor where the Recorder's Office is currently located.
- 1.2 The Concept plans will consider options for necessary support space and building services necessitated by the proposed moves including but not limited to the consolidation and storage of voting equipment, the possibility of a lift to facilitate transport of voting equipment, a separate conference room adjacent to the Board Room to accommodate executive sessions, and a secure space for audio/visual and networking equipment.
- 1.3 As part of our Pre-Design Phase Services, we will conduct up to two (2) on-site work sessions with County and/or department representatives to establish space needs criteria, including a focus on furniture and equipment re-use/relocation, and new furniture and equipment needs.

- 1.4 Upon information made available and as gathered during the two (2) Pre-Design work sessions, we will proceed with the Schematic Design Phase where we will prepare concept drawings and other documents including floor plans, furniture and equipment layouts to confirm space usage, interior elevations, and a combination of perspective sketches or renderings to depict the finished space.
- 1.5 Concept plans will consider the basic and usual and customary building systems that may be affected by the proposed options including mechanical (HVAC), electrical, and plumbing systems to ensure best-fit solutions will be cost-effective during the implementation phase. A cursory review of these systems will be accomplished by a review of any building plans made available to us by the County and will include up to one (1) additional visit to the building to make observations of building systems, including any systems that can be readily observed above accessible ceilings. Concept plans will be developed considering basic and general building codes including but not limited to life safety and egress requirements.
- 1.6 Concept plans will be prepared in consideration of the 2018 master plan and recommended security operations, methods, and technology. Initial security measures beyond relocating the board room to the first floor are anticipated to include the window film and door access controls.
- 1.7 Each option will include an itemized Opinion of Probable Cost (cost estimate) to include an anticipated range of 2019 construction costs, including general construction, mechanical (HVAC), electrical, plumbing, furniture and equipment, and recommended contingencies. If budget is anticipated to drive the project, we will endeavor to propose all options based on meeting the target budget. If needs are anticipated to drive the project, we will endeavor to resolve the needs as practical as possible with the budget presented as the result of those needs.
- 1.8 We will attend up to one (1) meeting with project representatives to present and refine the proposed options prior to final presentation at a board meeting. In order to seek board input and approval, we will attend up to one (1) board meeting to present and confirm the proposed options including an overview of the opinion of costs.
- 1.9 Deliverables will include eight (8) hardcopies of all materials presented, and digital PDF copies of the same. Additional hardcopies, if requested, will be invoiced as a Reimbursable Expense.
- 1.10 We anticipate the two (2) Pre-Design Phase work sessions to occur once per week over a 2-week period with the following Schematic Design Phase to be completed over a subsequent 4-week period. Schedule to be confirmed based upon availability of the project representatives and adjusted as necessary to coordinate with board meeting dates.

PART 2 - Design Development Phase Services

This is the phase of services that establishes further detail and specifics leading up to the implementation phase.

- 2.1 Upon County approval of a preferred Schematic Design Phase solution, and upon approval to proceed with the Design Development Phase, we will progress the design with additional drawings and other documents including detailed floor plans, ceiling plans, sections, elevations, and diagrammatic layouts of building systems to set, establish and describe the size and character of the project as to architectural, structural, mechanical (HVAC), electrical, plumbing, and other appropriate systems. We will confirm overall dimensions and construction types of the spaces based upon observations made during Schematic Design and up to one (1) additional site visit during the Design Development Phase.

- 2.2 Design Development will include general finish and interior design options, including furniture and equipment, along with audio, video, recording, networking, security and other technology options.
- 2.3 Design Development documents will include a project narrative and outline specifications to identify major materials and systems and to establish general quality levels. Design Development plans will progress with consideration of basic and general building codes.
- 2.4 We will prepare an updated itemized Opinion of Probable Cost based on refinements made during the Design Development Phase. The opinion will be based on data made available to us through current RS Means Cost Data along with comparison to other comparable projects in the Kendall, Will, Grundy, Kane, and LaSalle County areas. As needed to conform to the target budget, we will discuss and make recommendations for alternative approaches to the design, quality, and construction of the project.
- 2.5 We will engage the County in a review of options for construction delivery methods including General Contractor, Construction Manager, and other alternative delivery methods. If the County desires, we will meet with the County and up to two (2) contractors to review these methods and solicit their independent Opinions of Probable Cost.
- 2.6 We will attend up to one (1) board meeting to present the Design Development Phase documents including an overview of the updated opinion of costs. Deliverables will include eight (8) hardcopies of all materials presented, and digital PDF copies of the same. Additional hardcopies, if requested, will be invoiced as a Reimbursable Expense.
- 2.7 Once Part 1 Pre-Design / Schematic Design Phase Services are completed and approved, we anticipate the Design Development Phase to be completed over a subsequent 4 to 6-week period. Schedule to be confirmed based upon availability of project representatives and adjusted as necessary to coordinate with board meeting dates.

PART 3 – Construction Documents, Procurement, and Construction Phase Services

These are the phases of preparing construction drawings and specifications for competitive bidding, constructing the project utilizing the services of a contractor(s), and managing the construction contract through close-out with a contractor(s). Based on our understanding of the initial project scope, we have excluded professional fees for Part 3 services. As the project moves forward, and if requested, we can provide Part 3 services for an additional fee to be added by additional work scope agreement.

Based upon the anticipated scope and as outlined above in Parts 1 and 2, we propose a \$26,000 Lump Sum fee compensation arrangement. If we are directed to proceed, there will be no retainer. Our professional services would be invoiced monthly based on project milestones (typically 30, 60, and 100% complete). We are available to commence services immediately upon authorization to proceed.

Very truly yours,

HEALY, BENDER & ASSOCIATES, INC.



Jacob A. Been, AIA, NCARB, LEED AP BD+C

JAB

RETURN TO: Dewberry Engineers Inc.
401 SW Water Street, Suite 701
Peoria, IL 61602-1530
309.282.8000 phone | 209.282.8001 fax

CLIENT: Kendall County
Jim Smiley, Director of Facilities
804 W. John Street, Suite B
Yorkville, IL 60560-9271

PROJECT INFORMATION

Name: Kendall County Office Building – Security (Access Control)

Dewberry Job #: To Be Determined

Dewberry PM: Craig Clary

Dewberry BU: 2786

Contract Effective Date: 3/4/2019

Contract Expiration: 7/4/2019

Client Number: 464141

Dear Mr. Smiley,

Dewberry Engineers Inc. is pleased to provide this proposal for design services to add Access Control to nine (9) doors at the County building in Yorkville, IL. Dewberry is committed to Kendall County, and we will make available the appropriate resources to complete this valuable effort. Below is our understanding of the request and a proposed Scope of Services.

Project Understanding

It is our understanding that the scope of this project is the design of Security Access Control at the existing facility, for nine (9) doors as shown on the attached drawing.

A. Method of Payment and Contract Amount

Total Lump Sum fee for Dewberry's Services: \$3680.00 in accordance with the terms as included in the Attachments to this Agreement

The standard billing rate schedule (Attachment A, 7/23/2018 are attached hereto and made a part of this Agreement.

B. Terms and Conditions

The standard terms and conditions (Attachment B Standard Terms and Conditions, dated 1/17) for Dewberry's Services are attached hereto and made a part of this Agreement.

C. Description of Services

Design services included in this proposal are as follows:

Technology Site Evaluation of Existing doors and locks:

- a. One trip to the site to evaluate existing locks and hardware.
- b. Review existing door hardware that may require modification due to adding Access Control. Determine if locks are to be reused or new locks are to be supplied for adding the Access Control functionality.

Security Engineering – Access Control Design:

- a. Development of 90% Construction Documents.
- b. Attendance at CD review meeting (via teleconference)
- c. Finalize Construction Documents
- d. Submit final CD's to the County for issuance to contractors for bidding.

- e. Review of submittals provided by the contractor.
- f. Attend construction meeting as needed via teleconference.

Assumptions and Exclusions:

- a. Design drawing backgrounds to be provided by the County.
- b. Basis of Design for the Access Control system shall be S2 Security system. This is to match the Access Control system designed and installed at the County Courthouse and the Jail.
- c. No final punch included.

Authorized Signatures

DEWBERRY

CLIENT

David J. Evers Date: 3/4/19

_____ Date: _____

David J. Evers, Business Unit Manager

Dewberry

_____ **Print exact company or firm name**

_____ **Billing address**

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$280.00
Architect I,II,III	\$85.00, \$100.00, \$115.00
Architect IV,V,VI	\$130.00, \$145.00, \$165.00
Architect VII,VIII,IX	\$185.00, \$200.00, \$220.00
Interior Designer I,II,III,IV	\$85.00, \$95.00, \$110.00, \$150.00
Engineer I,II,III	\$100.00, \$110.00, \$125.00
Engineer IV,V,VI	\$140.00, \$160.00, \$180.00
Engineer VII,VIII,IX	\$200.00, \$215.00, \$235.00
Professional I, II, III	\$95.00, \$110.00, \$125.00
Professional IV, V,VI	\$140.00, \$155.00, \$170.00
Professional VII, VIII, IX	\$190.00, \$215.00, \$235.00
Technical	
Geographer/GIS I,II,III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV,V,VI	\$120.00, \$135.00, \$150.00
Geographer/GIS VII,VIII,IX	\$180.00, \$200.00, \$225.00
Designer I,II,III	\$100.00, \$115.00, \$135.00
Designer IV,V,VI	\$150.00, \$175.00, \$200.00
CADD Technician I,II,III,IV	\$70.00, \$85.00, \$95.00, \$120.00
Surveyor I,II,III	\$60.00, \$70.00, \$80.00
Surveyor IV,V,VI	\$100.00, \$105.00, \$120.00
Surveyor VII,VIII,IX	\$140.00, \$165.00, \$185.00
Technical I,II,III	\$70.00, \$85.00, \$105.00
Technical IV, V, VI	\$115.00, \$130.00, \$150.00
Construction	
Construction Professional I,II,III	\$120.00, \$135.00, \$160.00
Construction Professional IV,V,VI	\$180.00, \$200.00, \$225.00
Inspector I,II,III	\$80.00, \$100.00, \$115.00
Inspector IV,V,VI	\$135.00, \$145.00, \$160.00
Administration	
Admin Professional I,II,III,IV	\$65.00, \$85.00, \$100.00, \$125.00
Non-Labor Direct Costs	Cost + 15%

** Company Confidential and Proprietary

**ATTACHMENT B
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness and completeness of any document which was prepared by another entity.
 - b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

Our Services shall not be construed as providing legal, accounting, or insurance services.

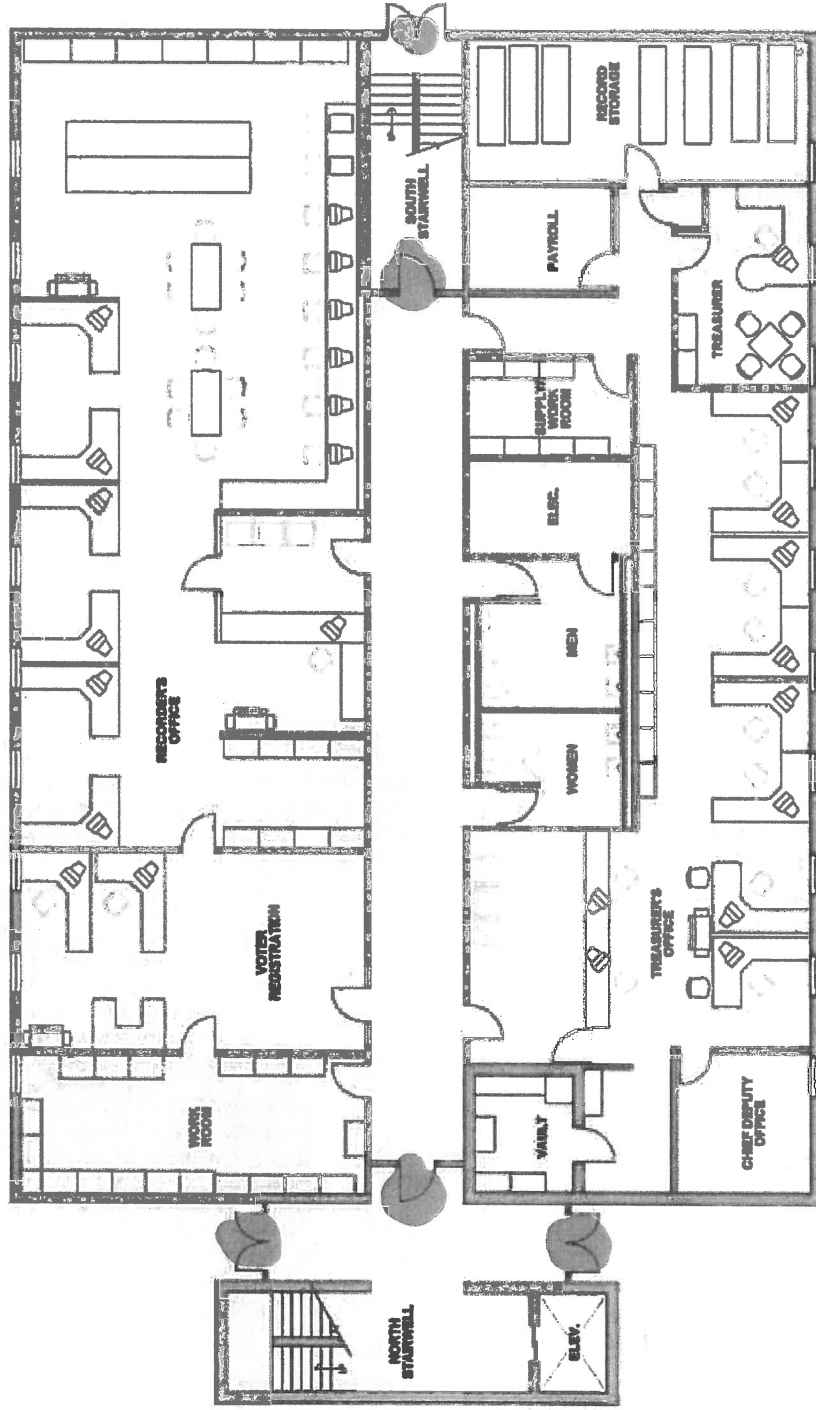
3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1 ½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.

9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.

11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
 - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, except that we are permitted to transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement. Despite anything in this Paragraph 16 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

Add Access Control to Door



**EXISTING CONDITIONS
FIRST FLOOR PLAN**

SCALE: 1/4" = 1'-0"

© 2008 HNTB, BREWER & ASSOCIATES, P.A.

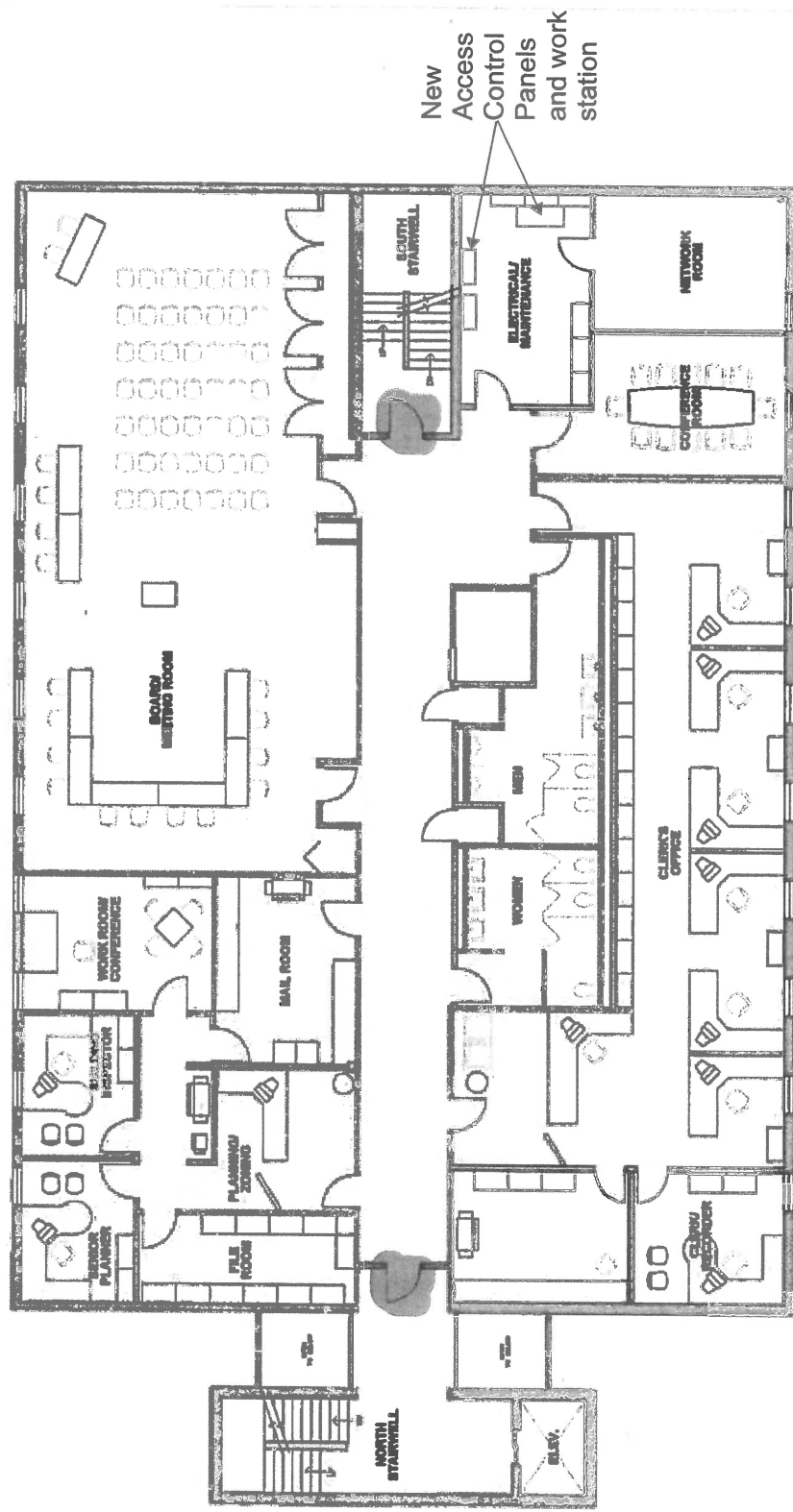
**PLANNING SERVICES
KENDALL COUNTY OFFICES**

Yorkville, Illinois
JANUARY 6, 2008



0 10 20

Add Access Control to Door



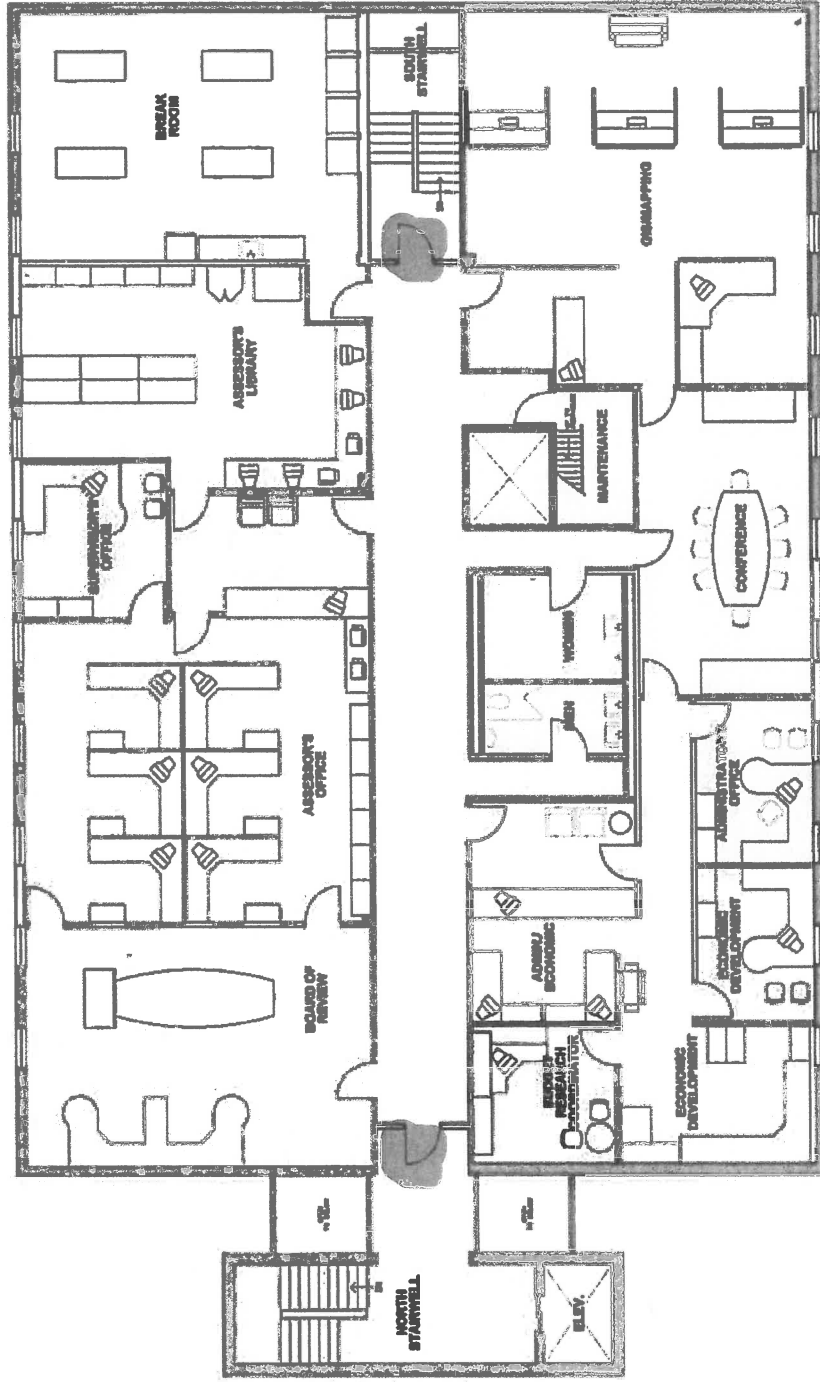
**EXISTING CONDITIONS
SECOND FLOOR PLAN**

DATE: 11/11/10
SCALE: 1/8" = 1'-0"
DESIGNER: MARY, BRADY & ASSOCIATES, INC.

**PLANNING SERVICES
KENDALL COUNTY OFFICES**
Yorkville, Illinois
1997 & 2010



Add Access Control to Door



**PLANNING SERVICES
KENDALL COUNTY OFFICES**
Yorkville, Illinois
ISSUED 8.2018

**EXISTING CONDITIONS
THIRD FLOOR PLAN**

DATE: 8/1/18
DRAWN BY: G. G. G. & ASSOCIATES, INC.



00318

Exhibit B – Task Order 02.27.2019a

To IDIQ Agreement B102-2007 dated 9/1/2015 between County of Kendall and Dewberry Architects Inc.

DEWBERRY ARCHITECTS, INC. (Dewberry)

Dewberry Office Address: 132 North York, Suite 2C Client: Kendall County
Elmhurst, Illinois 60126 804 West John Street
Yorkville, Illinois 60550
Date: March 1, 2019 Attn: Jim Smiley,
Director of Facilities Management

Project Name/Location: Kendall County Office Building – 111 West Fox Street, Yorkville, IL
Limited Interior Improvements

Scope/Intent and Extent of Services:

PART 1 - Project Understanding

1.1 County Board Room, Recorder's Office, and Voter Registration

- A. We understand this project to pertain to upgrades and possible relocation of the County Board Meeting Room, expansion of the voter registration space, and improvements and possible relocation of the Recorder's office.
- B. Test Fit Layouts:
 - 1. Utilizing the county's master planning study of August 6, 2018 for context and general programming guidance, Dewberry will develop planning concepts that investigate improvements in place for these departments and the possibility of trading locations of the board room and Recorder's office. In coordination with these studies, we will consider options for consolidating portions of on-site voting equipment storage in the office building and delineating a stand-alone executive conference room adjacent to the board room to facilitate executive session meetings of the county board.
 - 2. The purpose of the Test Fit phase is to quickly generate a range of planning options to determine a preferred approach. These focus only on functional layout and fit of the space and do not explore concepts for room finishes or building systems. Generic furnishing will be used to test layouts based upon the programmatic uses found the master plan and current use. Dewberry generate the options and seek client input on preferences and potential changes that should be carried into a Schematic Phase.
 - 3. We anticipate a single meeting with client to review and evaluate the test fits.
- C. Schematic Design:
 - 1. Upon client selection of a preferred concept, Dewberry will further develop the design to a schematic level that indicates the overall scope of work entailed, general finish options, general furniture options, narrative and / or schematic engineering diagrams to identify the extent of changes necessary to existing mechanical, electrical, plumbing and technology systems.
 - a. Dewberry Technology Group will meet with County officials to define the technology system requirements of the revised space.
 - b. This is to include Audio/Visual presentation, recording, and public broadcast needs for the new space.
 - c. It will also include structured cabling requirements for support of phone, data, and networking needs.
 - 2. The purpose of the schematic design phase is to expand the test fit concept to a point in which client and architect understand expectations for scope of changes to the spaces, preferences for types of room finishes, furnishings, equipment needs, and HVAC / Lighting updates.
 - 3. Dewberry will confirm overall dimensions of the space and confirm the construction of the spaces based upon observation of visible elements. We will not perform selective demolition to verify unseen conditions, nor conduct any material nor equipment testing to verify its composition or condition.
 - 4. The schematic design documents, which will include plans, room elevations, ceiling plans, and supporting engineering descriptions in narrative or one-line form will be suitable for serving a budget confirmation study.
 - 5. We anticipate a total of three meetings with the client, plus attendance at one board meeting to seek client input, verify design concepts and present final options for approval.

- D. Budget Confirmation:
 1. If desired, Dewberry will provide a cost opinion to supplement the county budget information. The cost opinion will be based upon unit costs and cost data available through Means Cost Data and comparison of similar projects.
 2. If client prefers, Dewberry will make its documents available to a contractor of the county's preference for an independent, detailed estimate. Dewberry will meet with the contractor to communicate intent and support the estimating effort.
- E. Implementation:
 1. We understand the development of bid documents, management of public bidding, and administration of a construction contract to require separate approval by the client based upon the acceptable conclusion of the prior steps. Implementation is not included in this agreement, but may be provided through an additional task order approval.

1.2 Schedule:

- A. Dewberry will commence with the Test Fit phase upon authorization of this agreement.
 1. Plans will be made available for client review within 10 days of commencement.
- B. Schematic Design will commence upon approval of a particular test fit and written direction from client to proceed.
 1. Final deliverables for the schematic design phase will be completed within 60 days of notice to proceed and will be scheduled to correspond to county board meeting dates.
- C. Budget Confirmation:
 1. Dewberry may initiate the cost opinion phase immediately upon completion of the schematic phase. Depending upon approach, the duration of the estimating may be subject to the availability of a contractor. Dewberry will work to coordinate the schedule of this element with board meeting dates.

Fee Arrangement:

Dewberry shall bill for work completed on an hourly basis. We agree that total billings will not exceed the following stated amounts for each phase.

<u>Test Fits</u>	<u>Not to exceed: \$2,000</u>
<u>Schematic Design</u>	<u>Not to exceed: \$9,600</u>
<u>Client Meetings:</u>	<u>Not to exceed: \$4,000</u>
<u>Direct Expenses</u>	<u>at 1.1 times cost</u>

Special Conditions:

None

Offered by: Dewberry Architects Inc.

Accepted by: Kendall County

Douglas A Pfeiffer

03/1/19

Signature

Date

Signature

Date

Douglas Pfeiffer, Principal & Business Unit Manager

Printed Name/Title

Printed Name/Title

 **AIA** Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the First day of September in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

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

County of Kendall, a unit of local government
111 West Fox Street
Yorkville, Illinois 60560

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

Dewberry Architects Inc.
25 South Grove Avenue
Suite 500
Elgin, IL 60120

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

Indefinite Delivery, Indefinite Quantity (IDIQ) Architectural and Engineering Services

Master services agreement to provide architecture and engineering services to Kendall County as defined by executed task order(s).

The Owner and Architect 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.

Init.

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Additions and Deletions Report for AIA® Document B102™ – 2007

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 11:01:03 on 10/22/2015.

PAGE 1

AGREEMENT made as of the First day of September in the year Two Thousand Fifteen

...

County of Kendall, a unit of local government
111 West Fox Street
Yorkville, Illinois 60560

...

Dewberry Architects Inc.
25 South Grove Avenue
Suite 500
Elgin, IL 60120

...

Indefinite Delivery, Indefinite Quantity (IDIO) Architectural and Engineering Services

...

Master services agreement to provide architecture and engineering services to Kendall County as defined by executed task order(s).

PAGE 2

Indefinite Delivery, Indefinite Quantity (IDIO) agreement to provide multi-disciplinary architectural-engineering services for the County of Kendall, Yorkville, Illinois. Work may involve all aspects of design, bidding, construction contract administration, and non-recurring maintenance projects and may include the preparation of designs, plans, specifications, cost estimates, and miscellaneous architectural / engineering reports. Examples of work include, but are not limited to, architectural design for renovations, new structures, or additions, and engineering for commercial buildings. Work products may include reports, planning and programming studies, condition analysis, site selection analysis, design concepts, conceptual design studies, working drawings, specifications, and construction phase submittal reviews. Architect shall endeavor to produce work in accordance with applicable codes. For all projects, architect shall provide the final deliverables to Owner in hardcopy and digital PDF format in quantities requested by Owner.

Pursuant to, and in accordance with, the terms of this agreement, Owner may, from time to time, initiate a Task Order in accordance with this Agreement. The Task Order shall set forth a detailed description of the Owner's Project and Architect's services being requested. For any one Project, the County will issue a task order as a Notice to Proceed with Professional Architect-Engineering Services in accordance with Article 6.1. Each task order initiated by Owner will be deemed a non-binding letter of intent until such time as Architect also executes the same.

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User Notes:

(1938941822)

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Indefinite Delivery, Indefinite Quantity (IDIQ) agreement to provide multi-disciplinary architectural-engineering services for the County of Kendall, Yorkville, Illinois. Work may involve all aspects of design, bidding, construction contract administration, and non-recurring maintenance projects and may include the preparation of designs, plans, specifications, cost estimates, and miscellaneous architectural / engineering reports. Examples of work include, but are not limited to, architectural design for renovations, new structures, or additions, and engineering for commercial buildings. Work products may include reports, planning and programming studies, condition analysis, site selection analysis, design concepts, conceptual design studies, working drawings, specifications, and construction phase submittal reviews. Architect shall endeavor to produce work in accordance with applicable codes. For all projects, architect shall provide the final deliverables to Owner in hardcopy and digital PDF format in quantities requested by Owner.

Pursuant to, and in accordance with, the terms of this agreement, Owner may, from time to time, initiate a Task Order in accordance with this Agreement. The Task Order shall set forth a detailed description of the Owner's Project and Architect's services being requested. For any one Project, the County will issue a task order as a Notice to Proceed with Professional Architect-Engineering Services in accordance with Article 6.1. Each task order initiated by Owner will be deemed a non-binding letter of intent until such time as Architect also executes the same.

Upon execution and delivery of a Task Order by both Owner and Architect, the applicable Task Order will be deemed accepted and shall become a binding agreement between the parties hereto, subject to the terms of this agreement, which shall become expressly incorporated by reference pursuant to Article 9.2 as Exhibit B-# (with # representing a unique and sequential number for each order).

It is understood and agreed that the entering into of this agreement does not create any commitment by Owner to issue a Task Order at any time. Except as may be provided in a Task Order, Architect acknowledges and agrees that its engagement under this agreement is non-exclusive and that Owner may engage any other party or parties to perform services similar to the agreed upon services as detailed herein.

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any fault or defect in any Project under this Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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User Notes:

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§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of each Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to each Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to Project(s) performed under this agreement.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

(Paragraphs deleted)

Architect and Architect's consultants shall maintain insurance covering claims arising out of the performance of professional services under this Agreement and caused by errors, omissions, or negligent acts for which the Architect is legally liable in an amount not less than \$1,000,000 per claim/aggregate. This insurance shall be maintained in force by the Architect for a reasonable period after the date of Substantial Completion of the Work as agreed to by the Owner and Architect. The Architect and Architect's consultants shall maintain insurance in an amount not less than the minimum limits required by law to protect it from claims under workers' or workmen's compensation acts, and insurance in an amount not less than \$2,000,000 and on an occurrence basis, as well as minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, to protect it from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to, or destruction of, property including valuable papers and records coverage, and naming Owner as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Owner. Architect shall furnish to Owner, Certificates of Insurance evidencing the insurance required by Section 1.5, including appropriate evidence that each type of insurance includes appropriate coverage for any particular County Project and that the required premiums therefore have been paid. The insurance required hereunder shall contain provision that at least 30 days prior written notice will be given to the Owner in the event of cancellation, of such insurance.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 calendar days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to each Project.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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

Int.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in each Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall, by separate written agreement, set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 3.2 Upon full and final payment in regard to any Project under this Agreement, Architect agrees that final versions of all Instruments of Service, designs, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the Owner under the terms of this Agreement and the Task Order, with the exception of Building Information Models and standard construction details, shall be properly arranged, indexed and delivered to Owner within fourteen (14) days after Owner's request to Architect, and shall include one (1) electronic copy of all documents in a format to be designated by the Owner. The documents and materials made or maintained under this Agreement and the Contract Documents shall be and will remain the property of the Owner which shall have the right to use the same without restriction or limitation and without compensation to the Architect other than as provided in this Agreement. The Architect and Architect's consultants, employees and agents waive any copyright or trademark interest in said deliverables. The Architect may, at its sole expense, reproduce and maintain copies of deliverables provided to Owner. The Owner acknowledges that the use of the information that becomes the property of the Owner pursuant to this Paragraph, for purposes other than those contemplated in this Agreement, shall be at the Owner's sole risk.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner an exclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar exclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Owner or Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 are as set forth in Section 6.3 and Section 6.3.1.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to hold harmless the Architect and its consultants from all costs and expenses related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3 and Article 6, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement. Causes of action between the parties to this Agreement pertaining to the acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to

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run any later than the date when the Architect's services are substantially completed. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 Intentionally Omitted.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 DISPUTE RESOLUTION

§ 4.2.1 Intentionally Omitted.

§ 4.2.2 Intentionally Omitted.

§ 4.2.3 Intentionally Omitted.

§ 4.2.4 The method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Litigation governed by the law of the State of Illinois.

Other (Specify)

§ 4.2.5 In any action with respect to this Agreement, Owner and/or Architect are free to pursue any legal remedies at law or in equity. This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be within Kendall County, Twenty-Third Judicial Circuit, State of Illinois, and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

§ 4.3 INTENTIONALLY OMITTED

(Paragraphs deleted)

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§ 4.3.4 INTENTIONALLY OMITTED

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. However, nothing in this Agreement shall be interpreted to conflict with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.), which shall be controlling should any such conflict exist.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement with respect to such Project by giving not less than seven days' written notice.

§ 5.4 Either party may terminate terminate this Agreement or a particular Project upon not less than fourteen 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.

(Paragraph deleted)

§ 5.5 The Owner may terminate this Agreement with respect to a particular Project upon not less than fourteen days' written notice to the Architect for the Owner's convenience and without cause. In the event of Architect's insolvency, bankruptcy or receivership, cause termination shall be effective immediately upon Owner's receipt of notice of insolvency, bankruptcy or receivership. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this clause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 5.7 Intentionally Omitted.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3 and Section 6.3.1.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

As stated in Exhibit B – Task Order for each Project.

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Intentionally Omitted;
- .2 Intentionally Omitted. ;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents requested by the Owner;
- .5 Intentionally Omitted.
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that stipulated in Section 1.5; ;
- .9 All taxes levied on professional services and on reimbursable expenses incurred by the architect;
- .10 Site office expenses if authorized in advance or requested by the Owner; and
- .11 Other similar Project-related expenditures by the Architect, if authorized in advance or requested by the Owner.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of zero percent (0 %) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

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§ 6.3.1 Upon execution of this Agreement, the Architect grants to the Owner license to the Architect's Instruments of Service as stated in Article 3. Any termination of this Agreement prior to completion of a specific Project shall terminate this license in regard to that project. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service. If and upon the date the Architect is adjudged in default of this Agreement, or Owner pays termination expenses in accordance with Section 5.6, the foregoing license shall be deemed terminated and replaced by a second, exclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the specific Project, such changes, corrections and additions to be made at the Owner's sole risk and expense.

§ 6.3.2 Except for the licenses granted in Article 3 and section 6.3.1, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.3.1. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner is authorized to use the Instruments of Service for future additions or alterations to the Project or for other projects. Any future use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.
(Paragraphs deleted)

Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the State of Illinois.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any interest or claim related to it or any monies due or to become due arising from this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Any unauthorized assignment or transfer, except as noted above, shall be deemed void and invalid, the assignee shall acquire no rights as a result of such assignment and the non-assigning party shall not recognize any such assignment.

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§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner shall include this provision in its contract with the Contractor.

§ 7.5.1 It is understood and agreed that the Architect is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Architect understands and agrees that Architect is solely responsible for paying all wages, benefits and any other compensation due and owing to Architect's officers, employees, and agents for the performance of services set forth in the Agreement. Architect further understands and agrees that Architect is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Architect's officers, employees and/or agents who perform services as set forth in the Agreement. Architect also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Architect, Architect's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Architect, Architect's officers, employees and agents.

§ 7.6 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 Only after obtaining prior written approval in regard to each individual project, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Architect understands and agrees that such confidential information does include the representations and/or schematics for secure areas of public buildings, and as such, Architect must receive prior written approval from Owner prior to releasing any project related documents to third parties. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Architect understands that any secure areas of a public works building would be considered confidential and as such, Architect must receive written approval from Owner prior to releasing any project related documents to third parties. Architect understands and agrees that any claims of "confidential" or "business proprietary" must be in accordance with the Illinois Freedom of Information Act ("Act") (5 ILCS 140, *et seq.*) in order to not be available for public inspection under the Act. Owner is mandated to release all information that is not exempted from the provisions of said Act and cannot agree to do otherwise.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 8.1 This contract is in effect for three years from the date of execution. This contract may be renewed as mutually agreed upon in writing by both parties.

§ 8.2 ADDITIONAL SERVICES GENERAL

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The services described in the Article 8.0 are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 8.3 and 8.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 8.4 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 8.4 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 8.3 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 8.3.1 If more extensive representation at the site exceeds one visit per month, per project, for the Construction Phase of the Work, the Architect and/or Architect's Consultants shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities as required and agreed to by the Owner in advance.

§ 8.3.2 Project Representatives shall be selected, employed and directed by the Architect and/or Architect's Consultants, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B207 current as of the date of this Agreement, unless otherwise agreed.

§ 8.3.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 8.4 CONTINGENT ADDITIONAL SERVICES

§ 8.4.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 8.4.2 Providing services required because of significant changes in the Project including, but not limited to size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.

§ 8.4.3 Preparing Drawings, Specifications or other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives, unless required because of errors in the Contract Documents attributable to the Architect.

§ 8.4.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, specifications and other documentation resulting therefrom.

§ 8.4.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 8.4.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.

§ 8.4.7 Intentionally Omitted.

§ 8.4.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

§ 8.4.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

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§ 8.5 Consistent with Section 1.2, if as a result of Architect's negligence, an error in the Construction Documents results in additional construction costs, the Architect shall be responsible for paying those additional construction costs.

§ 8.5.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. Architect makes no other warranties, express or implied. . . . The parties acknowledge that notwithstanding the exercise of due care and skill, no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care.

§ 8.6 Consistent with Section 1.2, if a required item or component of the Project is omitted from the Architect's Construction Documents, the correction of which requires additional field or office work, the Architect and Architect's employees, consultants and/or agents shall be required to perform such additional work as may be necessary to remedy the same without undue delay and without charge to Owner. The Architect will be responsible for any additional costs related to rework previously installed or completed construction to allow for the installation of the omitted component

§ 8.7 Architect shall obtain Owner's prior written approval before Architect hires any consultants for use on the Projects under this Agreement. Any consultants hired by Architect to perform work at Kendall County Projects shall be supervised by the Architect and the Architect shall be solely responsible for any and all work performed by said consultants in the same manner and with the same liability as if performed by the Architect.

§ 8.8 The Architect shall indemnify, and hold the Owner, Kendall County, and/or the Kendall county Public Building commission, their respective past, present and future board members, elected officials, officers, insurers, employees, successors, and assigns (collectively referred to hereinafter as "Releasees") harmless from and against any and all liability, damages, losses, fines, judgments and costs, including attorneys' fees and expenses recoverable under applicable law, which Releasees may sustain, incur, or be required to pay arising out of Architect's and/or Architect's consultants, employees and/or agents negligent performance or failure to adequately perform its obligations pursuant to this Agreement, Task Orders and the Contract Documents. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Architect's duty to indemnify, defend and hold Kendall County harmless, as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

§ 8.9 For public security purposes, Architect agrees that no one shall be assigned to perform work on a Kendall County Project on behalf of Architect, Architect's consultants, contractors, subcontractors and their respective offices, employees, agents and assigns unless Architect has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Architect agrees that the individual shall not be assigned to perform work on or at the Project absent prior written consent from Owner. Owner, at any time and in Owner's sole discretion, may require Architect and/or Architect's Consultants to remove any individual from performing any further work under the Agreement. Should Owner have a complaint regarding the performance of the services or the behavior of any individual performing services under the Agreement, or should Owner request a change in the manner in which services are being performed pursuant to the Agreement, Owner shall transmit the same to the Architect's on-site foreman and/or to any other member of Architect's management, who shall take immediate action and shall resolve the problem to Owner's satisfaction. Architect's failure to take immediate action and/or to resolve the problem to Owner's satisfaction may result in a material breach of the Agreement.

§ 8.10 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If an adjudicator of competent jurisdiction finds that any

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provision(s) of the Agreement is invalid or unenforceable, but that by limiting such provision(s) it becomes valid and enforceable, then such provision(s) shall be deemed to be written, construed and enforced as so limited.

§ 8.11 Upon completion of each project and as a condition prior to payment in full, Architect shall tender to Kendall County a final waiver of lien for all consultants, Contractors, subcontractors, sub-subcontractors, and suppliers.

§ 8.12 This agreement calls for the construction of "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractor and subcontractors to pay laborers, workers and mechanics performing series on public works project no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

§ 8.13 Architect, its officers, employees, agents, consultants, contractors, and subcontractors agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

§ 8.14 If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Act"), the Architect and Architect's consultants agree to employ Illinois laborers on this Project in accordance with the Act. Architect understands that the Act defines (a) "period of excessive unemployment" as "any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Architect understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

§ 8.15 Architect and Architect's consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*

§ 8.16 This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

~~§ 8.17 The Parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.~~

§ 8.19 The Instruments of Service are based on observable conditions, including construction documents and related information available from the Owner for the existing building and site. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation or review of the existing building documents. In the event the Architect, in the performance of its services, uncovers a hidden condition, the Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting hidden conditions once those conditions are revealed. The Architect shall have no responsibility for detecting hidden conditions beyond the reasonable standard of care.

§ 8.20 CONTRACTOR'S OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

§ 8.20.1 Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor,

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anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that, "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§ 8.21 INDEMNITY FROM CONTRACTOR REQUIRED IN CONSTRUCTION CONTRACT

§ 8.21.1 Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted:

§ 8.21.2 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

§ 8.21.3 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

§ 8.21.4 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents."

§ 8.21.5 Only to the extent necessary to prevent this provision from being void under governing law, this indemnity agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence

§ 8.23 JOB SITE SAFETY

§ 8.23.1 It is intended that the Architect shall have no responsibility for job site safety on the Project. Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. Specifically, Owner and Architect acknowledge the following:

- .1 The Architect shall not supervise or control the Work.
- .2 The Architect does not retain the right to supervise or control the Work.
- .3 The Architect shall not regularly or constantly participate in the ongoing activities at the construction site.

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- .4 The Architect shall not supervise or coordinate the Subcontractors.
- .5 The Architect shall not have authority or take responsibility for safety precautions at the jobsite.
- .6 The Architect shall not have authority to issue change orders except at the explicit direction of the Owner.
- .7 The Architect shall not have the right to stop the Work.
- .8 The Architect shall not own any construction equipment at the jobsite.
- .9 The Architect is not familiar with construction customs and practices with regard to jobsite safety or means, methods and procedures of performing the Work.
- .10 The Architect is not in a position to assure worker safety or to alleviate equipment deficiencies or improper work habits.

ARTICLE 9 SCOPE OF THE AGREEMENT

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


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

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed.
- .3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Attachment A - Standard Hourly Billing Rate Schedule
Exhibit B - Task Order, if completed pursuant to Article 1.1.1.

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

OWNER - Kendall County



(Signature)
Kendall County Board Chairman

(Printed name and title)

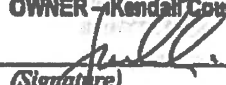
ARCHITECT



(Signature)
Douglas A. Pfeiffer, Office Director

(Printed name and title)

OWNER - Kendall County Public Building Commission



(Signature)
Kendall County Public Building Commission
Chairman

(Printed name and title)

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Upon execution and delivery of a Task Order by both Owner and Architect, the applicable Task Order will be deemed accepted and shall become a binding agreement between the parties hereto, subject to the terms of this agreement, which shall become expressly incorporated by reference pursuant to Article 9.2 as Exhibit B-# (with # representing a unique and sequential number for each order).

It is understood and agreed that the entering into of this agreement does not create any commitment by Owner to issue a Task Order at any time. Except as may be provided in a Task Order, Architect acknowledges and agrees that its engagement under this agreement is non-exclusive and that Owner may engage any other party or parties to perform services similar to the agreed upon services as detailed herein.

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any fault or defect in any Project under this Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the each Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the each Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this ~~Project~~ Project(s) performed under this agreement.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~ Agreement:

PAGE 3

1 — General Liability

2 — Automobile Liability

3 — Workers' Compensation

4 — Professional Liability

Architect and Architect's consultants shall maintain insurance covering claims arising out of the performance of professional services under this Agreement and caused by errors, omissions, or negligent acts for which the Architect is legally liable in an amount not less than \$1,000,000 per claim/aggregate. This insurance shall be maintained in force by the Architect for a reasonable period after the date of Substantial Completion of the Work as agreed to by the Owner and Architect. The Architect and Architect's consultants shall maintain insurance in an amount not less than the minimum limits required by law to protect it from claims under workers' or workmen's compensation acts, and insurance in an amount not less than \$2,000,000 and on an occurrence basis, as well as minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, to protect it from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to, or destruction of, property including valuable papers and records coverage, and naming Owner as an Additional Insured on a Primary and Non-Contributory basis

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with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Owner. Architect shall furnish to Owner. Certificates of Insurance evidencing the insurance required by Section 1.5, including appropriate evidence that each type of insurance includes appropriate coverage for any particular County Project and that the required premiums therefore have been paid. The insurance required hereunder shall contain provision that at least 30 days prior written notice will be given to the Owner in the event of cancellation, of such insurance.

...

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 calendar days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 ~~The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services each Project.~~

PAGE 4

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the ~~each~~ Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

...

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect 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 shall, by separate written agreement, set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.~~

§ 3.2 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common-law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Upon full and final payment in regard to any Project under this Agreement, Architect agrees that final versions of all Instruments of Service, designs, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the Owner under the terms of this Agreement and the Task Order, with the exception of Building Information Models and standard construction details, shall be properly arranged, indexed and delivered to Owner within fourteen (14) days after Owner's request to Architect, and shall include one (1) electronic copy of all documents in a format to be designated by the Owner. The documents and materials made or maintained under this Agreement and the Contract Documents shall be and will remain the property of the Owner which shall have the right to use the same without restriction or limitation and without compensation to the Architect other than as provided in this Agreement. The Architect and Architect's consultants, employees and agents waive any copyright or trademark interest in said deliverables. The Architect may, at its sole expense, reproduce and maintain copies of deliverables provided to Owner. The Owner acknowledges that the use of the information that becomes the property of the Owner pursuant to this Paragraph, for purposes other than those contemplated in this Agreement, shall be at the Owner's sole risk.~~

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a ~~nonexclusive an~~ exclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The

Architect shall obtain similar ~~nonexclusive~~-exclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Owner or Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 ~~shall terminate as set forth in Section 6.3 and Section 6.3.1.~~

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, ~~including the cost of defense, expenses~~ related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article ~~3,3~~ and Article 6, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

...

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement ~~within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work Agreement. Causes of action between the parties to this Agreement pertaining to the acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.~~ The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Intentionally Omitted.~~

PAGE 5

§ 4.2 MEDIATION/DISPUTE RESOLUTION

§ 4.2.1 ~~Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. Intentionally Omitted.~~

§ 4.2.2 ~~The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days~~

~~from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Intentionally Omitted.

~~§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~Intentionally Omitted.

~~§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the~~The method of binding dispute resolution shall be the following:

...

~~Arbitration pursuant to Section 4.3 of this Agreement~~

~~Litigation in a court of competent jurisdiction~~ Litigation governed by the law of the State of Illinois.

...

§ 4.2.5 In any action with respect to this Agreement, Owner and/or Architect are free to pursue any legal remedies at law or in equity. This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be within Kendall County, Twenty-Third Judicial Circuit, State of Illinois, and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

§ 4.3 ARBITRATION~~INTENTIONALLY OMITTED~~

~~§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§

§ 4.3.4 CONSOLIDATION OR JOINDER~~INTENTIONALLY OMITTED~~

~~§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven~~ fourteen days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. However, nothing in this Agreement shall be interpreted to conflict with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.), which shall be controlling should any such conflict exist.

PAGE 6

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement with respect to such Project by giving not less than seven days' written notice.

§ 5.4 Either party may terminate ~~terminate~~ this Agreement or a particular Project upon not less than ~~seven~~ fourteen 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.

~~§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~

§ 5.5 The Owner may terminate this Agreement with respect to a particular Project upon not less than fourteen days' written notice to the Architect for the Owner's convenience and without cause. In the event of Architect's insolvency, bankruptcy or receivership, cause termination shall be effective immediately upon Owner's receipt of notice of insolvency, bankruptcy or receivership. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this clause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7, due.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. Intentionally Omitted.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.2-6.3 and Section 6.3.1.

...

As stated in Exhibit B – Task Order for each Project.

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...

- ~~.1 Transportation and authorized out-of-town travel and subsistence; Intentionally Omitted;~~
- ~~.2 Long-distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets; Intentionally Omitted. ;~~

...

- ~~.4 Printing, reproductions, plots, standard form documents; documents requested by the Owner;~~
- ~~.5 Postage, handling and delivery; Intentionally Omitted.~~

...

- ~~.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; stipulated in Section 1.5. ;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses; expenses incurred by the architect;~~
- ~~.10 Site office expenses; expenses if authorized in advance or requested by the Owner; and~~
- ~~.11 Other similar Project-related expenditures; expenditures by the Architect, if authorized in advance or requested by the Owner.~~

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of zero percent (0 %) of the expenses incurred.

...

~~If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.2, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:~~

~~§ 6.3.1 Upon execution of this Agreement, the Architect grants to the Owner license to the Architect's Instruments of Service as stated in Article 3. Any termination of this Agreement prior to completion of a specific Project shall terminate this license in regard to that project. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service. If and upon the date the Architect is adjudged in default of this Agreement, or Owner pays termination expenses in accordance with Section 5.6, the foregoing license shall be deemed terminated and replaced by a second, exclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the specific Project, such changes, corrections and additions to be made at the Owner's sole risk and expense.~~

~~§ 6.3.2 Except for the licenses granted in Article 3 and section 6.3.1, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.3.1. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner is authorized to use the Instruments of Service for future additions or alterations to the Project or for other projects. Any future use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

PAGE 7

§ 6.4.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 5.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~(Insert rate of monthly or annual interest agreed upon.)~~

—%

Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

...

§ 7.1 This Agreement 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 4.2 State of Illinois.~~

...

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any interest or claim related to it or any monies due or to become due arising from this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Any unauthorized assignment or transfer, except as noted above, shall be deemed void and invalid, the assignee shall acquire no rights as a result of such assignment and the non-assigning party shall not recognize any such assignment.

PAGE 8

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner shall include this provision in its contract with the Contractor.

§ 7.5.1 It is understood and agreed that the Architect is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Architect understands and agrees that Architect is solely responsible for paying all wages, benefits and any other compensation due and owing to Architect's officers, employees, and agents for the performance of services set forth in the Agreement. Architect further understands and agrees that Architect is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Architect's officers, employees and/or agents who perform services as set forth in the Agreement. Architect also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Architect, Architect's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Architect, Architect's officers, employees and agents.

§ 7.6 ~~Unless otherwise required in this Agreement, the Architect~~ The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 ~~The Only~~ after obtaining prior written approval in regard to each individual project, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Architect understands and agrees that such confidential information does include the representations and/or schematics for secure areas of public buildings, and as such, Architect must receive prior written approval from Owner prior to releasing any project related documents to third

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parties. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Architect understands that any secure areas of a public works building would be considered confidential and as such, Architect must receive written approval from Owner prior to releasing any project related documents to third parties. Architect understands and agrees that any claims of "confidential" or "business proprietary" must be in accordance with the Illinois Freedom of Information Act ("Act") (5 ILCS 140, et seq.) in order to not be available for public inspection under the Act. Owner is mandated to release all information that is not exempted from the provisions of said Act and cannot agree to do otherwise.

...

§ 8.1 This contract is in effect for three years from the date of execution. This contract may be renewed as mutually agreed upon in writing by both parties.

§ 8.2 ADDITIONAL SERVICES

GENERAL

The services described in the Article 8.0 are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 8.3 and 8.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 8.4 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 8.4 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 8.3 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 8.3.1 If more extensive representation at the site exceeds one visit per month, per project, for the Construction Phase of the Work, the Architect and/or Architect's Consultants shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities as required and agreed to by the Owner in advance.

§ 8.3.2 Project Representatives shall be selected, employed and directed by the Architect and/or Architect's Consultants, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B207 current as of the date of this Agreement, unless otherwise agreed.

§ 8.3.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 8.4 CONTINGENT ADDITIONAL SERVICES

§ 8.4.1 Making revisions in drawings, specifications or other documents when such revisions are:

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
3. due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 8.4.2 Providing services required because of significant changes in the Project including, but not limited to size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.

§ 8.4.3 Preparing Drawings, Specifications or other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives, unless required because of errors in the Contract Documents attributable to the Architect.

§ 8.4.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, specifications and other documentation resulting therefrom.

§ 8.4.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 8.4.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.

§ 8.4.7 Intentionally Omitted.

§ 8.4.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

§ 8.4.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 8.5 Consistent with Section 1.2, if as a result of Architect's negligence, an error in the Construction Documents results in additional construction costs, the Architect shall be responsible for paying those additional construction costs.

§ 8.5.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. Architect makes no other warranties, express or implied. . . . The parties acknowledge that notwithstanding the exercise of due care and skill, no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care.

§ 8.6 Consistent with Section 1.2, if a required item or component of the Project is omitted from the Architect's Construction Documents, the correction of which requires additional field or office work, the Architect and Architect's employees, consultants and/or agents shall be required to perform such additional work as may be necessary to remedy the same without undue delay and without charge to Owner. The Architect will be responsible for any additional costs related to rework previously installed or completed construction to allow for the installation of the omitted component.

§ 8.7 Architect shall obtain Owner's prior written approval before Architect hires any consultants for use on the Projects under this Agreement. Any consultants hired by Architect to perform work at Kendall County Projects shall be supervised by the Architect and the Architect shall be solely responsible for any and all work performed by said consultants in the same manner and with the same liability as if performed by the Architect.

§ 8.8 The Architect shall indemnify, and hold the Owner, Kendall County, and/or the Kendall county Public Building commission, their respective past, present and future board members, elected officials, officers, insurers, employees, successors, and assigns (collectively referred to hereinafter as "Releasees") harmless from and against any and all liability, damages, losses, fines, judgments and costs, including attorneys' fees and expenses recoverable under applicable law, which Releasees may sustain, incur, or be required to pay arising out of Architect's and/or Architect's consultants, employees and/or agents negligent performance or failure to adequately perform its obligations pursuant to this Agreement, Task Orders and the Contract Documents. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Architect's duty to indemnify, defend and hold Kendall County harmless, as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Governmental

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Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

§ 8.9 For public security purposes, Architect agrees that no one shall be assigned to perform work on a Kendall County Project on behalf of Architect, Architect's consultants, contractors, subcontractors and their respective offices, employees, agents and assigns unless Architect has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Architect agrees that the individual shall not be assigned to perform work on or at the Project absent prior written consent from Owner. Owner, at any time and in Owner's sole discretion, may require Architect and/or Architect's Consultants to remove any individual from performing any further work under the Agreement. Should Owner have a complaint regarding the performance of the services or the behavior of any individual performing services under the Agreement, or should Owner request a change in the manner in which services are being performed pursuant to the Agreement, Owner shall transmit the same to the Architect's on-site foreman and/or to any other member of Architect's management, who shall take immediate action and shall resolve the problem to Owner's satisfaction. Architect's failure to take immediate action and/or to resolve the problem to Owner's satisfaction may result in a material breach of the Agreement.

§ 8.10 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If an adjudicator of competent jurisdiction finds that any provision(s) of the Agreement is invalid or unenforceable, but that by limiting such provision(s) it becomes valid and enforceable, then such provision(s) shall be deemed to be written, construed and enforced as so limited.

§ 8.11 Upon completion of each project and as a condition prior to payment in full, Architect shall tender to Kendall County a final waiver of lien for all consultants, Contractors, subcontractors, sub-subcontractors, and suppliers.

§ 8.12 This agreement calls for the construction of "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractor and subcontractors to pay laborers, workers and mechanics performing series on public works project no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

§ 8.13 Architect, its officers, employees, agents, consultants, contractors, and subcontractors agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

§ 8.14 If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Act"), the Architect and Architect's consultants agree to employ Illinois laborers on this Project in accordance with the Act. Architect understands that the Act defines (a) "period of excessive unemployment" as "any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Architect understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

§ 8.15 Architect and Architect's consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

§ 8.16 This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

§ 8.17 The Parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

§ 8.19 The Instruments of Service are based on observable conditions, including construction documents and related information available from the Owner for the existing building and site. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation or review of the existing building documents. In the event the Architect, in the performance of its services, uncovers a hidden condition, the Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting hidden conditions once those conditions are revealed. The Architect shall have no responsibility for detecting hidden conditions beyond the reasonable standard of care.

§ 8.20 CONTRACTOR'S OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

§ 8.20.1 Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that, "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§ 8.21 INDEMNITY FROM CONTRACTOR REQUIRED IN CONSTRUCTION CONTRACT

§ 8.21.1 Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted:

§ 8.21.2 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

§ 8.21.3 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

§ 8.21.4 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents."

§ 0.21.5 Only to the extent necessary to prevent this provision from being void under governing law, this indemnity agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence

§ 0.23 JOB SITE SAFETY

§ 0.23.1 It is intended that the Architect shall have no responsibility for job site safety on the Project. Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. Specifically, Owner and Architect acknowledge the following:

- .1 The Architect shall not supervise or control the Work.
- .2 The Architect does not retain the right to supervise or control the Work.
- .3 The Architect shall not regularly or constantly participate in the ongoing activities at the construction site.
- .4 The Architect shall not supervise or coordinate the Subcontractors.
- .5 The Architect shall not have authority or take responsibility for safety precautions at the jobsite.
- .6 The Architect shall not have authority to issue change orders except at the explicit direction of the Owner.
- .7 The Architect shall not have the right to stop the Work.
- .8 The Architect shall not own any construction equipment at the jobsite.
- .9 The Architect is not familiar with construction customs and practices with regard to jobsite safety or means, methods and procedures of performing the Work.
- .10 The Architect is not in a position to assure worker safety or to alleviate equipment deficiencies or improper work habits.

PAGE 13

- .2 AIA Document E201-2007, E201-2007, Digital Data Protocol Exhibit, if completed, or the following:
completed.

...

Attachment A -- Standard Hourly Billing Rate Schedule
Exhibit B -- Task Order, if completed pursuant to Article 1.1.1.

...

OWNER - Kendall County

ARCHITECT

[Handwritten Signature]

(Signature)

Kendall County Board Chairman

(Printed name and title)

OWNER

(Signature)

Douglas A. Pfeiffer, Office Director

(Printed name and title)

ARCHITECT

(Signature)

(Printed name and title)

OWNER - Kendall County Public Building Commission

(Signature)

Kendall County Public Building Commission

Chairman

(Printed name and title)

(Signature)

(Printed name and title)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Douglas A. Pfeiffer, 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 11:01:03 on 10/22/2015 under Order No. 6563709714_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Douglas A. Pfeiffer
(Signed)

Office Director
(Title)

Oct. 22, 2015
(Dated)

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$250.00
Architect I,II,III	\$80.00, \$90.00, \$100.00
Architect IV,V,VI	\$120.00, \$130.00, \$150.00
Architect VII,VIII,IX	\$170.00, \$180.00, \$200.00
Interior Designer I,II,III,IV	\$60.00, \$80.00, \$100.00, \$135.00
Engineer I,II,III	\$90.00, \$95.00, \$105.00
Engineer IV,V,VI	\$125.00, \$140.00, \$150.00
Engineer VII,VIII,IX	\$175.00, \$190.00, \$205.00
Other Professionals I, II, III	\$90.00, \$95.00, \$105.00
Other Professionals IV, V,VI	\$125.00, \$140.00, \$150.00
Other Professionals VII, VIII, IX	\$175.00, \$190.00, \$205.00
Technical	
Geographer/GIS I,II,III	\$75.00, \$85.00, \$95.00
Geographer/GIS IV,V,VI	\$105.00, \$125.00, \$140.00
Geographer/GIS VII,VIII,IX	\$160.00, \$195.00, \$205.00
Designer I,II,III	\$95.00, \$110.00, \$130.00
Designer IV,V,VI	\$150.00, \$170.00, \$190.00
CADD Technician I,II,III,IV	\$60.00, \$75.00, \$85.00, \$100.00
Surveyor I,II,III	\$50.00, \$60.00, \$75.00
Surveyor IV,V,VI	\$85.00, \$95.00, \$110.00
Surveyor VII,VIII,IX	\$140.00, \$160.00, \$175.00
Other Technical I,II,III	\$50.00, \$70.00, \$90.00
Other Technical IV, V, VI	\$110.00, \$130.00, \$150.00
Construction	
Construction Professional I,II,III	\$115.00, \$125.00, \$140.00
Construction Professional IV,V,VI	\$160.00, \$180.00, \$200.00
Inspector I,II,III	\$75.00, \$90.00, \$100.00
Inspector IV,V,VI	\$115.00, \$130.00, \$145.00
Administration	
Admin Professional I,II,III,IV	\$60.00, \$75.00, \$85.00, \$95.00
Non-Labor Direct Costs	Cost + 15%

Exhibit B – Task Order 01

To IDIQ Agreement B102-2007 dated 9/1/2015 between County of Kendall and Dewberry Architects Inc.

DEWBERRY ARCHITECTS, INC. (Dewberry)

Dewberry Office Address: 25 S. Grove Avenue, Suite 500
Elgin, Illinois 60120

Client: Kendall County
804 West John Street
Yorkville, Illinois 60550
Attn: Jim Smiley, Director of Facilities
Management

Date: September 23, 2015

Project Name/Location: Kendall County Public Safety Center Jail & Courthouse
Security Systems Replacement

Scope/Intent and Extent of Services:

PART 1 - Scope of Work – Dewberry will develop schemes, concepts, designs and construction documents relative to the systems and equipment listed below:

1.1 COURTHOUSE

A. **Locking Control System:** It is planned to replace to this system with the current day state-of-the-art locking control, PLC system, computer control stations, software and all system relays and components.

1. Computer control stations (CCS) used for local controls.
2. Programmable Logic Controller (PLC) System.
3. Lock relays, power supplies, terminals and fuses.
4. Uninterruptible Power Source (UPS).
5. Existing equipment racks to remain and be re-used unless found to be unusable.
6. Fiber optic communication network provided between all PLC locations.
7. Existing millwork to remain at all locations.
8. Existing door locks, door position switches and duress switches to remain.
9. Existing device wiring will remain unless found to be unusable.
10. Provide new software and programming for the systems.
11. Provide an Event Recording Station as a part of the system.
12. This unit will also provide the operator with the "take over" capabilities of the Public Safety Centers Locking Controls in the event of an emergency.
13. Existing security hardware is to remain unless found to unusable.
14. System will be designed to have the capacity to accept additional devices for planned future building expansion.

B. **CCTV/Video Surveillance System:** It is planned to replace to the existing analog video system, system software, analog video switching and encoding units, analog cameras, viewing stations and digital video recording units (DVR's) with a state-of-the art IP based video surveillance system.

1. Video Management System (VMS) Software and Programming.
2. VMS servers.
3. Network Video System Recorders (NVR) with storage space for 90 days.
4. Virtual Matrix Display Controller and software.
5. New fixed IP video cameras.
6. New CAT 6 cable to all interior video cameras, remote viewing stations and video display monitors.
7. Desk mounted LCD IP Video Spot Monitors. Existing will be reused if possible.
8. Wall mounted LCD IP Video Monitors. Existing will be reused as possible.
9. NVR Client Video viewing stations (with monitor) remotely located within the Courthouse.
10. Network Video POE Switches, patch panels, and Cat 6 connectivity.

11. Associated camera and video system licenses.
 12. Fiber optic communication network between all Video system equipment locations.
 13. System connectivity and programming for interfacing with the Locking Controls.
 14. Uninterruptible Power Source (UPS).
 15. It is planned to replace to the exterior pole mounted camera fiber optic cable with fiber optic cable that is rated for exterior use. Approximately 20 locations.
 16. System will be designed to have the capacity to accept additional devices for planned future building expansion.
- C. **Access Control System:** It is planned to replace to the card access control system device and network cabling in its entirety. In addition the card access control system enrollment station, system software, and network controllers be replaced as well.
1. Card Access Control System enrollment station and associated system software.
 2. Door and reader controllers will remain unless found to be unusable.
 3. Access system network controllers, PLC interfacing components, power supplies and associated network cabling.
 4. Existing card readers, request to exit buttons, and keypads to remain.
 5. It is planned to replace to all network and field device wiring with new.
 6. Uninterruptible Power Source (UPS).
 7. System connectivity, I/O modules and programming for interfacing with the Locking Controls PLC.
 8. System will be designed to have the capacity to accept additional devices for planned future building expansion.
- D. **Intercom and Paging System:** It is planned to replace to the intercom and paging system head-end, amplifiers, station cards, relays and system power supplies.
1. Intercom system amplifiers.
 2. Intercom system station relay boards.
 3. Desk intercom speaker and microphones at control room.
 4. Existing equipment racks will be reused unless found to be unusable.
 5. Existing intercom wall mounted stations and paging speakers to remain.
 6. Existing station cabling to remain and reuse.
 7. Uninterruptible Power Source (UPS).
 8. Fiber optic network for all system communications.
 9. System connectivity and programming for interfacing with the Locking Controls.
 10. Relays, power supplies, terminals and fuses.
 11. System will be designed to have the capacity to accept additional devices for planned future building expansion.
- E. **Video Arraignment System:** It is planned to replace to the video arraignment system head-end components and system network cabling at a minimum.
- F. **Site Work:** Provide fiber optic cable between the Courthouse and the Public Safety Center. The fiber will provide the necessary communications required for a back-up computer control station to be used in emergency situations.
- 1.2 **PUBLIC SAFETY CENTER:**
- A. **Locking Control System:** It is planned to replace to the locking control, PLC system, computer control stations, software and all system relays and components.
1. Computer control stations (CCS) at Central Control.
 2. Computer Control station at each of the two housing unit control rooms.
 3. Programmable Logic Controller (PLC) System.
 4. Lock relays, power supplies, terminals and fuses.
 5. Connect to existing Uninterruptible Power Source (UPS).
 6. Existing equipment racks to remain unless found to be unusable.
 7. Fiber optic communication network between all PLC locations.
 8. Millwork to remain at all locations.
 9. Existing door locks, door monitors and duress switches to remain.
 10. Existing device wiring will remain unless found to be unusable.
 11. Programming for CCS and PLC systems.
 12. System Event Recording Station. This unit will also provide the operator with the "take over" capabilities of the

- Courthouse Locking Controls in the event of an emergency.
13. Existing security hardware is to remain unless found to unusable.
- B. **CCTV/Video Surveillance System:** It is planned to replace to the existing analog video system, system software, analog video switching and encoding units, analog cameras, viewing stations and digital video recording units (DVR's) with a state-of-the art IP based video surveillance system.
1. Video Management System (VMS) Software and Programming.
 2. VMS servers.
 3. Network Video System Recorders (NVR) with storage space for 90 days.
 4. Virtual Matrix Display Controller and software.
 5. New fixed IP video cameras.
 6. New CAT 6 cable to all interior video cameras, remote viewing stations and video display monitors.
 7. Desk mounted LCD IP Video Spot Monitors. Existing will be reused as possible.
 8. Wall mounted LCD IP Video Monitors. Existing will be reused as possible.
 9. NVR Client Video viewing stations (with monitor) remotely located within the Public Safety Center.
 10. Network Video POE Switches, patch panels, and Cat 6 connectivity.
 11. Associated camera and video system licenses.
 12. Fiber optic communication network between all Video system component locations.
 13. System connectivity and programming for interfacing with the Locking Controls.
 14. Connect to existing Uninterruptible Power Source (UPS).
- C. **Access Control System:** It is planned to replace to the card access system in its entirety to include all device, network and system cabling.
1. Card Access System enrollment station and associated system software.
 2. Door and reader controllers.
 3. Access system network controllers, PLC interfacing components, power supplies and associated network cabling.
 4. Existing wall mounted card readers, request to exit buttons, and keypads to remain unless found to be unusable.
 5. It is planned to replace to all network and field device wiring with new.
 6. Connect to existing Uninterruptible Power Source (UPS).
 7. System connectivity, I/O modules and programming for interfacing with the Locking Controls PLC.
 8. Fiber optic communication network between all card access system component locations.
- D. **Intercom and Paging System:** It is planned to replace to the intercom and paging system head-end, amplifiers, station cards, relays and system power supplies.
1. Intercom system amplifiers.
 2. Intercom system station relay boards.
 3. Desk intercom speaker and microphones at control rooms.
 4. Existing equipment racks will be reused unless found to be unusable.
 5. Existing intercom wall mounted stations and paging speakers to remain.
 6. Existing station cabling to remain and reuse.
 7. Connect to existing Uninterruptible Power Source (UPS).
 8. Fiber optic network for all system communications.
 9. System connectivity and programming for interfacing with the Locking Controls.
 10. System connectivity, I/O modules and programming for interfacing with the Locking Controls PLC.
 11. Controls PLC.
- E. **Video Arraignment System:** It is planned to replace to the video arraignment system headend components and system network cabling at a minimum.
- F. **Guard Tour System:** Provide Guard tour system devices in housing unit dayroom locations, (includes PLC I/O modules, conduit and wire).
1. Personal Computer Control Stations:
 - a. Master Control - PSC
 - b. Master Control - CH
 - c. Pod Control - PSC

- G. Security System Infrastructure:**
 - 1. Upgrade existing network to Gigabit (1000Base-T).

- H. Electrical Power Distribution, Lighting and Mechanical:**
 - 1. Review existing control room lighting and verify luminance vs. IES standards and controllability of lighting and new Energy Code requirements.
 - 2. Verify suitability of maintaining existing lighting control system and interfaces with Security Management System.
 - 3. Maintain strict specifications for all cabling to be installed in metal conduit suited for all environments. Provide system design to adhere to Code compliant exceptions that allow certain combinations of voltages together. Base all insulation class on environment and/or Kendall County standards, whichever is more stringent.
 - 4. Review heat loads (heat gain) and system outputs vs. system capacities and ability to cool control and equipment rooms.

- I. Personal Alarm/Duress System:**
 - 1. Plan to provide control and annunciation of all duress receivers and duress pushbuttons currently controlled by the existing Security system.

- J. Utility Control:**
 - 1. It is planned to replace to existing utility control panels.
 - 2. Provide control & annunciation of lights, power receptacles, and inmate phones currently controlled by the existing Security system.

- K. Elevator Control:**
 - 1. Evaluate and recommend retaining or replacing existing elevator interface panels.
 - 2. Provide control & annunciation of elevators currently controlled by the existing Security system.

- L. Radiax Antenna System:**
 - 1. Add a new loop to the two way radio amplification system in the South Pod area.

- M. Intranet Law Library System:**
 - 1. Network the existing independent Pod cabinets together.
 - 2. Allow updates to be done to all Pod cabinets from a central location.

- N. Miscellaneous Systems:**
 - 1. Provide control & annunciation of vehicle loop detectors currently controlled by the existing Security.
 - 2. It is planned to replace to control & annunciation of motion detectors controlled by the existing Security system.

- 1.3 Survey
 - A. Dewberry will review and assess the study report prepared October 28, 2014 by R&N Systems Design.
 - B. Dewberry will attend a Kick-off meeting with Security Upgrade Project Team to review all system design requirements, project schedule, design deliverables, communication process and Kendall County protocol.
 - C. The team of Dewberry design specialists will survey the Facility(s) and document existing conditions.
 - D. During the facility surveys, the Dewberry professionals will conduct in-depth interviews with all key facility and administration personnel as directed by the Kendall County Project Team to understand policy and procedure that will affect how the new system will function.
 - E. The team will conduct analysis of the data collected and interviews conducted and distill out of that information the design criteria.
 - F. Dewberry will produce an opinion of general project construction cost based on defined and documented design criteria.
 - G. Dewberry will develop preliminary construction schedule and phasing plan outline.

- H. Dewberry will conduct a presentation of our evaluation and recommended design solution including a systems narrative, and preliminary opinion of probable cost, and receipt of approval to proceed to the next phase.

1.4 Design Development Phase

- A. Dewberry will develop specific system performance criteria based on the approval of Stage I by the Project Team.
- B. Dewberry will create outline specifications are developed.
- C. Dewberry will create Initial security floor plans illustrating security devices are created.
- D. Dewberry will create design requirements for cabinets in control room and equipment room spaces.
- E. Dewberry will develop equipment electrical and thermal loads, including evaluation of control room lighting.
- F. Dewberry will refine the original construction cost estimate based on solution selected by the Project Team.
- G. Dewberry will refine the initial construction phasing plan to mitigate disruption of the facility operation, maintain building security/safety and minimize cost and/or schedule impact.
- H. Dewberry will conduct Follow-up inspection(s) of the facility as required to verify existing design constraints.
- I. Dewberry will present the Technical Proposal design criteria to the Project Team and receive approval to proceed to the next stage.
- J. Dewberry will develop a design basis construction schedule.
- K. Dewberry will develop Pre-approval criteria for system integrators.

1.5 Construction Document Phase

- A. Dewberry will complete development of the technical drawings and performance specifications based on the design criteria approved by the Project Team.
- B. Documents will include special construction details and elevations of all control rooms and equipment rooms.
- C. Dewberry will update the opinion of probable cost for the final system design.
- D. Dewberry will finalize the construction phasing plan.
- E. Dewberry will finalize the construction schedule.
- F. Dewberry will present the final design documents for approval by the Project Team.
- G. Dewberry will prepare the final construction documents to be released for the competitive bidding process.

1.6 Bidding Phase

- A. Dewberry will conduct a pre-bid conference and facility tours.
- B. Dewberry will respond to bidder's questions and generate addendums as required.
- C. Dewberry will provide technical review and comment on bids received.
- D. Dewberry will participate in a Facility Design Team review of all proposals.
- E. Dewberry will respond to any technical questions asked by Facility Design Team members.

1.7 Construction Administration Phase

- A. Dewberry will conduct interim progress meetings including documented meeting minutes.
- B. Dewberry will conduct periodic observation of the on-site as work progresses.
- C. Dewberry will provide Office Construction Administration for the system specified above.
- D. Dewberry will conduct 3 Software Development Meetings were occur to during construction to provide an intuitive design process for the graphical user interface.
 - 1. Phase 0 – Overview of the project (Integrator at Consultants Office)
 - 2. Phase 1 – Integrator and Consultant with Kendall County personnel at the facility.
 - 3. Phase 2 – Consultant and Kendall County staff at the Integrators facility.
- E. Dewberry will conduct a maximum of 2 reviews of product data and shop drawing submittals.
- F. Dewberry will conduct final observation of systems. This site visit will verify the contractor has performed in compliance with the Contract Documents. A punch list will be prepared of items observed deficient of the requirements shown in the contract documents. The punch list will be submitted to the Owner for distribution.
- G. Dewberry will conduct a one site visit to review items that were previously listed on the punch list.
- H. Dewberry will review contractors' compliance with project close out requirements including As-built Documents, Operation and Maintenance Manuals, formal training, warranty service agreement, spare parts inventory, etc.

PART 2 - Exclusions

- 2.1 Any work not specifically described herein is excluded from the scope of work.
- 2.2 This proposal does not include invasive discovery such as destructive testing.
- 2.3 This proposal does not include discovery of hidden conditions such as the integrity of buried conduit and other assessments that cannot be conducted without excavation, removal of walls, use of X-Ray technology and the like.
- 2.4 All permitting fees shall be borne by the contractor.
- 2.5 Design and layout of devices for future areas of building expansion.

Fee Arrangement:

Lump sum fee in the amount of **\$221,000.00**

<u>Survey (SD)</u>	<u>\$29,000</u>
<u>Design Development (DD)</u>	<u>\$45,000</u>
<u>Construction Documents (CD)</u>	<u>\$72,000</u>
<u>Bidding</u>	<u>\$9,000</u>
<u>Construction Administration (CA)</u>	<u>\$62,000</u>
<u>Expenses</u>	<u>\$4,000</u>
Total Fee	\$221,000

Note: We estimate the Construction Administration Phase fee of \$62,000 to reflect \$22,000 for work at the courthouse and \$40,000 for work at the public safety building.

Schedule:

Work shall commence upon authorization of this project task order with the following anticipated milestones:

- Bidding: February 2016
- Commencement of Construction: March 2016
- Substantial Completion: March 2017

Special Conditions:

Project Representatives:

- Dewberry – Michael Morland, project designer
- Dewberry – Larry Hlavacek, project manager
- Kendall County Representative or Liaison – _____

Offered by: Dewberry Architects Inc.

Douglas A Pfeiffer

Signature,
Douglas Pfeiffer, Office Director
Printed Name/Title

010/22/15
Date

Accepted by: Kendall County

John A Shaw 11/3/15

Signature
John A Shaw Chairman
Printed Name/Title



