

SPECIAL OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman

Members: Paul Arena, John Butitta,

Valerie Hanserd, Joe Hoffman,

Jaime Salgado, Michael Thompson

DATE: THURSDAY, JUNE 29, 2023

TIME: 5:30 PM

LOCATION: ROOM 303

COUNTY ADMINISTRATION BLDG

404 ELM STREET

ROCKFORD, IL 61101

AGENDA:

A. Call to Order

B. Roll Call

C. Approval of May 18, 2023 Minutes

D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.

E. Discuss Court and Case Management Project RFP

F. ARPA Phase 3 (County Safety Initiative) Project Discussion

G. ARPA Phase 2 (PSB/Family Court Center) Project Discussion

H. PSB/Police Training Center Project Discussion

I. ARPA Phase 1 (Animal Services Building Addition) Project Discussion

J. Future Agenda Items

K. Adjournment

**Winnebago County Board
Operations and Administrative Committee Meeting**

County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, May 18, 2023
5:30 PM

Present:

Keith McDonald, **Chairperson**
Valerie Hanserd, **Vice Chairperson**
Paul Arena
John Butitta
Joe Hoffman
Jaime Salgado
Michael Thompson

Others Present:

Patrick Thompson, County Administrator
Ann Johns, Purchasing Director, Staff Liaison
Debbie Crozier, Human Resources Director
Shawn Franks, Facilities
Sue Goral, Treasurer
Charlotte LeClercq, Asst. Deputy State's Attorney Office
John Saquisili, IT Department
Chris Scrol, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of April 20, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution to Approve Addition of HVAC Control to Air Handlers and Replacing Thermostats for River Bluff Nursing Home Using CIP 2023 Funds
- F. Discussion Regarding OrthoIllinois
- G. Future Agenda Items
- H. Adjournment

Chairperson McDonald called the meeting to order at 5:30 PM.

Roll Call

Chairperson Keith McDonald yes, Paul Arena yes, John Butitta yes, Valerie Hanserd yes, Joe Hoffman yes, Jaime Salgado yes, Michael Thompson yes.

Approval of April 20, 2023 Minutes

Motion: Chairperson McDonald made a motion to approve the April 20, 2023 minutes.

Second: Mr. Hoffman.

Motion passed by unanimous voice vote.

Public Comment

Chairperson McDonald omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution to Approve Addition of HVAC Control to Air Handlers and Replacing Thermostats for River Bluff Nursing Home Using CIP 2023 Funds

Motion: Chairperson McDonald. Second: Mr. Thompson.

The Resolution authorizes the County to approve Alpha Controls and Services to provide upgrades to the thermostats and air handler controllers using CIP 2023 funds.

- Discussion followed.

Chairperson McDonald withdrew the motion.

Discussion Regarding OrthoIllinois

Mr. Thompson provided an update on a component of the health insurance benefits. In September 2021 services provided by OrthoIllinois were added to provide an additional option for health needs. Ms. Crozier provided information on the cost savings with the utilization of OrthoIllinois.

Resolution to Approve Addition of HVAC Control to Air Handlers and Replacing Thermostats for River Bluff Nursing Home Using CIP 2023 Funds

Motion: Chairperson McDonald. Second: Mr. Thompson.

Mr. Franks updated the committee on the Resolution.

- Discussion followed.

Motion passed by unanimous voice vote.

Future Agenda Items

- Purchasing Ordinance
- Groundwater Use Permits
- Update on Administration Building Security

Mr. Arena updated the committee on the Bid for the Public Safety Building.

- Discussion followed.

Motion to Adjourn

Chairperson McDonald called for a motion to adjourn the meeting.

Motion: Mr. Thompson. Second: Mr. Hoffman.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant

STATEMENT OF QUALIFICATIONS

WINNEBAGO COUNTY REGIONAL POLICE TRAINING CENTER

County of Winnebago

JUNE 6, 2023



Dewberry
132 North York Street, #2C
Elmhurst, IL 60126
Contact: Larry Hlavacek AIA, NCARB
847.841.0578
lhlavacek@dewberry.com

June 6, 2023

Winnebago County Police Training Center
Attn: Jeff Duesterbeck
Email: jeffd@huffmankeel.com

RE: Winnebago County Police Training Center

Dear Jeff,

Thank you for the opportunity to provide you with a proposal to assist Winnebago County Sheriff's Office with the predevelopment programming, facility assessment and concept planning for the new Police Training Center. Dewberry Architects Inc. ("Dewberry") is committed to your project, and we will make available the appropriate resources to complete this effort. Below is our understanding of your request and a proposed Scope of Services.

PROJECT UNDERSTANDING:

The Winnebago County Sheriff's Office is looking to build a training facility in the existing County Public Safety building located at 420 West State Street in Rockford, IL. The existing Public Safety building is a four-story facility. The new training facility would be located on floors 3 and 4 depending upon program needs. Each floor is approximately 32,000 square feet in size.

SCOPE OF WORK:

Dewberry shall conduct a facility and needs assessment to assist the County and Sheriff's Department with understanding of the amount of the space they need. After an agreed upon program is created, our team will create concept plans for consideration by the County and Sheriff. To complete the facility assessment, needs assessment and concept planning, Dewberry proposes the following tasks:

Task 1: Kick-off Meeting/Facility Assessment/Programming Meeting

Dewberry will visit the existing Training facility with the Sheriff staff and visually observe existing spaces and listen about how they use the facility and what they would like to see in the new facility. This will give our team an understanding of the needs for the renovation work and form the basis of the program. We will also tour and examine the existing Public Safety building floors 3 and 4. This information is needed for our team will perform an analysis of the building plans to determine required modifications for building code compliance.

Our team will then meet with user groups to develop a program for the training center. The program will outline the spaces required and will identify the amount of area required for each room, function of the room, furniture requirements and occupancy of each room. These discussions with the client provide Dewberry additional detailed information needed to understand the training facility operations. We understand the County intends to train with outside agencies and the County would be responsible for the coordination and participation of any outside agencies in the program meeting.

Meetings and Schedule: The first meeting with the client will include a project kick-off meeting, facility assessment of the existing facility and conclude with a preliminary programming meeting. A second virtual meeting will be held to review the program draft with the client and make the appropriate revisions. The time frame for this work will be 3-4 weeks depending on client availability.

Task 2: Dewberry will provide up three (3) concept plans for the County and Sheriff Department review that show how the program utilizes the existing footprint of the public safety building. The plans will be in sufficient detail for dimensional take-offs and the design team will provide preliminary design narratives for budgeting.

Meetings and Schedule: Two meetings will be required with the client during this task. The first meeting will be to introduce up to three concept plans for the test fitting of the programmatic requirements into the existing footprint of the building. The second meeting will to review the request adjustments to the concept plans and finalize a favorite concept for budgeting.

The time frame for this work will be 4-6 weeks depending on client availability.

ASSUMPTIONS, EXCLUSIONS, DELIVERABLES:

Assumptions: We assume that there are drawings of the existing facility available for review by the design team and only field verification of the existing wall locations will be required.

Exclusions:

- Architectural Design and Engineering solutions beyond facility needs assessment and concept planning.
- Existing Mechanical, Electrical, Plumbing, Security/Technology, and Fire Protection System assessment. (It is our understanding that an assessment report has been completed previously that will be available to the Dewberry team and that additional assessment and design of these systems may be part of a future phase.)
- Cost estimating.
- Civil Engineering
- Acoustic Design
- Permitting
- Community Engagement Meetings
- Planning for multiple locations

Deliverables: Facility assessment, space needs assessment (program), Concept floor plan and anticipated design narratives for budgeting.

Schedule: Upon acceptance of this proposal, preliminary work may begin in June 2023. Completion of the predevelopment design, mid-August 2023.

PRICE & PAYMENT

Dewberry Fees:

A. Needs Assessment, concept planning, and estimate

- Lump Sum**\$24,430.00**
- Reimbursable Expenses.....not to exceed **\$500.00**

STANDARD TERMS AND CONDITIONS

Dewberry's Attachment B - Standard Terms and Conditions are incorporated by full text into and made a part of this proposal (copy attached).

If the above meets with your approval, please sign this letter below and return a complete copy of the letter to my attention, which will serve as our authorization to proceed with this project. Should you have any questions or comments regarding this proposal, contact Larry Hlavacek at 847.841.0578 or through email: lhavacek@dewberry.com .

Sincerely,



Larry J. Hlavacek, AIA, NCARB
Principal

Encls. Attachment A – Dewberry Standard Hourly Billing Rate Schedule
Attachment B – Dewberry Standard Terms and Conditions

PROPOSAL ACCEPTED BY:

CLIENT'S AUTHORIZED REPRESENTATIVE:

Typed Name: _____
Title: _____
Date: _____

DEWBERRY INTRODUCTION

Firm History

Established in 1956, Dewberry is recognized for combining unsurpassed commitment to client service with deep subject matter expertise. Dewberry is dedicated to solving our clients' most complex challenges and transforming communities. Our professionals work collaboratively with our clients to provide highly-effective and creative building and infrastructure solutions for government and public interests. We are a client-centered, project-driven A/E firm comprised of quality individuals who all share common values. Dewberry's reputation has been built upon these values. With in-house experts, we can provide the State of Nebraska Department of Administrative Services with the essential experience and capabilities to successfully complete your project.



National Public Safety Practice

Dewberry is passionate about public safety and municipal design. Our justice thought leaders regularly speak at the national and regional International Association of Chiefs of Police (IACP), local Police Chiefs Associations, and Academy of Architecture for Justice conferences each year. Since 2019, Dewberry - in collaboration with the IACP - has annually led three-day Police Facility Design & Planning Seminars. We are qualified professionals that offer experience, commitment and design capability for all types and sizes of training and public safety facilities.

PUBLIC SAFETY AND TRAINING FACILITIES

Our knowledge of programming and designing public safety and first responder training facilities, as well as a proven project management process, demonstrates the Dewberry team's ability to provide the State of Nebraska with the planning and design services required for your project.

TYPE OF ORGANIZATION

Corporation

SIZE

Over 2,200 employee firm with more than 60 offices. 60 employees in Illinois and over 20 in Tulsa, OK, office.

DEWBERRY OFFICE ADDRESS

132 N. York Street, Suite 2C
Elmhurst, IL. 60126
847.695.5840

PRIMARY CONTACT

Larry Hlavacek
P: 847.841.0578
E: lhlavacek@dewberry.com

#2 Top 50
JUSTICE & PUBLIC
SAFETY FACILITIES
2022 BD+C Giants 400 rankings



100+
Police, Fire and Training
Facility projects

80+
Municipal Space Needs
Assessment Studies

20+
LEED sustainable projects



Designing public safety facilities with both training and educational functions is not new to Dewberry.

Our collective team has the experience and knowledge to successfully complete training facility projects:

- Worked on over 40+ training projects
- Worked on projects ranging from \$5,000 to \$900 million in project costs
- Complete range of services from feasibility studies and system master plans to full designs for renovations, expansions, or new stand-alone facilities.
- Indoor and outdoor training villages
- Scenario-based training facilities
- Firearms ranges

Dewberry is recognized as experts in the highly specialized field of designing essential facilities for first responders including Fire-Rescue, Law Enforcement Training, EOC and Dispatch facilities.

Many of Dewberry's projects over the last decade have been combined facilities with multiple user groups. Our team is skilled in working with various groups to create a facility which meets the needs and goals of all departments. We understand the unique requirements of Law Enforcement training, the components that are necessary so their training is effective and efficient, and how to incorporate these components.

Recent trends show a move to co-locate many training components into one site to provide an efficient singular point for training for state, city, county, and outside agency users. Efficiencies are gained in less travel time for staff, use of infrastructure for technology and site development for all training needs, and accomplishing appropriate land development buffering from surrounding uses on one centralized site.

Police and other responders must train together to react to modern day issues such as homeland security threats, natural disasters, and other crises. A multi-department training facility fosters a higher caliber of public safety training. It also provides employees with in-service training tools, improves staff retention rates, and facilitates the accreditation process for law enforcement departments. Additionally, there has been a move to "Reality Based Training" to put first responders in mock scenarios in order to test their skills and prepare them for real-life situations. For example, shoot houses can be designed with "Flex Walls" that can be reconfigured for various scenarios and have training staff observing real time. These projects are composed of training buildings for administrative staff use and classroom functions at their core while being complemented with specialized areas specific to law enforcement.

PLANNING STUDIES

Our planning experience includes, but is not limited to, the preparation of needs assessments and feasibility studies, the development of space guidelines,

THOUGHT LEADERSHIP

NATIONAL LEADERS IN PUBLIC SAFETY PLANNING AND DESIGN

As Public Safety Thought Leaders, Dewberry's experts know how important it is to share ideas, lessons learned, and to partner with other thought leaders to make a positive impact on public safety design and operations. Our goal is to review evidence-based research and innovation, integrating it into every decision made during design, construction, and gathering data during post-occupancy evaluations.

Our public safety and training facility subject matter experts lead the discussion of public safety design practices. Since 2019, Dewberry has hosted annual Design/ Construct Police Facility Seminars for the International Association of Chiefs of Police (IACP). We regularly speak at IACP and other industry conferences - alongside our past and current clients - to share best practices and lessons learned from past projects.

Being selected at the national level to participate in writing best practice standards, guidelines, or speaking and presenting at conferences is not easy – but we relish in going the extra mile. Competitive submission and selection processes are required in order to have a chance at presenting or being involved in writing best practices.



2019 IACP Police Facility Planning Workshop hosted by Dewberry

programming and design of public facilities, site evaluation and planning, conceptual design, and project management services. Our involvement in training facilities and public safety projects - ranging from the 4,500 SF Municipal Complex Concept Study for the City of South Pasadena, CA to the 400,000 SF Cleveland, OH Police Headquarters - will benefit the State of Nebraska through the strength of our national experience and partners in HDR and TDN.

IN-HOUSE SECURITY AND TECHNOLOGY DESIGN

Dewberry's in-house security / technology / communications specialists are integrated with our design team and are integral in addressing solutions necessary for the day-to-day activities for a training center. These individuals have worked on each of Dewberry's public safety projects and their experience has led to cost effective, highly efficient designs that are planned for from day one.

Teaming Partners

Dewberry has strategically assembled a team of consultants that have extensive experience teaming with Dewberry. We look for team members that are like-minded, passionate about doing great work, and actively listen to the client.

TACTICAL DESIGN NORTH TRAINING FACILITY / PROP DESIGN



With an operational background in training and conducting operations, Tactical Design North, Inc is uniquely qualified and immensely different than most other architectural designers when it comes to training facility design for police and fire. They understand the complexities of real world operations and how to train individuals to be prepared for this. Tactical Design North designs specializes in the design of large facilities used for multiple services, administrative and academic buildings, practical training environments, training structures, props and components.

TDN's principals have designed and been involved with some of the largest and most innovative projects in the world. They believe that architecture is a medium that can move people to do great things and change how organizations function. Architecture can communicate caring, build character, and influence outcomes. TDN's innovation is born out of passion, research, and team collaboration with the desire to satisfy client needs both functionally and

aesthetically. Their real gift is the ability to push past client limits, helping them understand their potential, and getting them beyond what they know and deliver the most for the budget.

Tactical Design North Experience Includes:

- Fire, Police, Prison & Joint Facilities
- Large Facility Design
- Indoor and Outdoor Training Villages
- Scenario Based Training Facilities
- USAR & Tech Rescue Facilities
- Prop Design (Fire & Police)
- Burn Buildings & Training Towers
- Firearms Ranges
- Shoot & Tactical Houses

40+
TRAINING PROJECTS
ranging from \$5,000 props to \$900 million facilities (Tactical Design North)



PREVIOUS PROJECT EXPERIENCE

Oklahoma Department of Public Safety Highway Patrol Training Center Programming and Master Plan OKLAHOMA CITY, OK

The Oklahoma Department of Public Safety and Highway Patrol selected Dewberry to determine the facility needs for a new Training Center, Firearms & LEDT Facility, and K-9 Facility. The intent of the study was to interview the Highway Patrol to understand their current training requirements and facility gaps to achieve their training goals at a new facility. Dewberry, Tactical Design North and the Highway Patrol created a Facility Program, Master Plan and developed a Future Design to help OKPS obtain potential funding from the Oklahoma State Legislature.

The Highway Patrol set the following priorities for the new facility. The goal is to achieve new facilities for all areas with the following areas grouped:

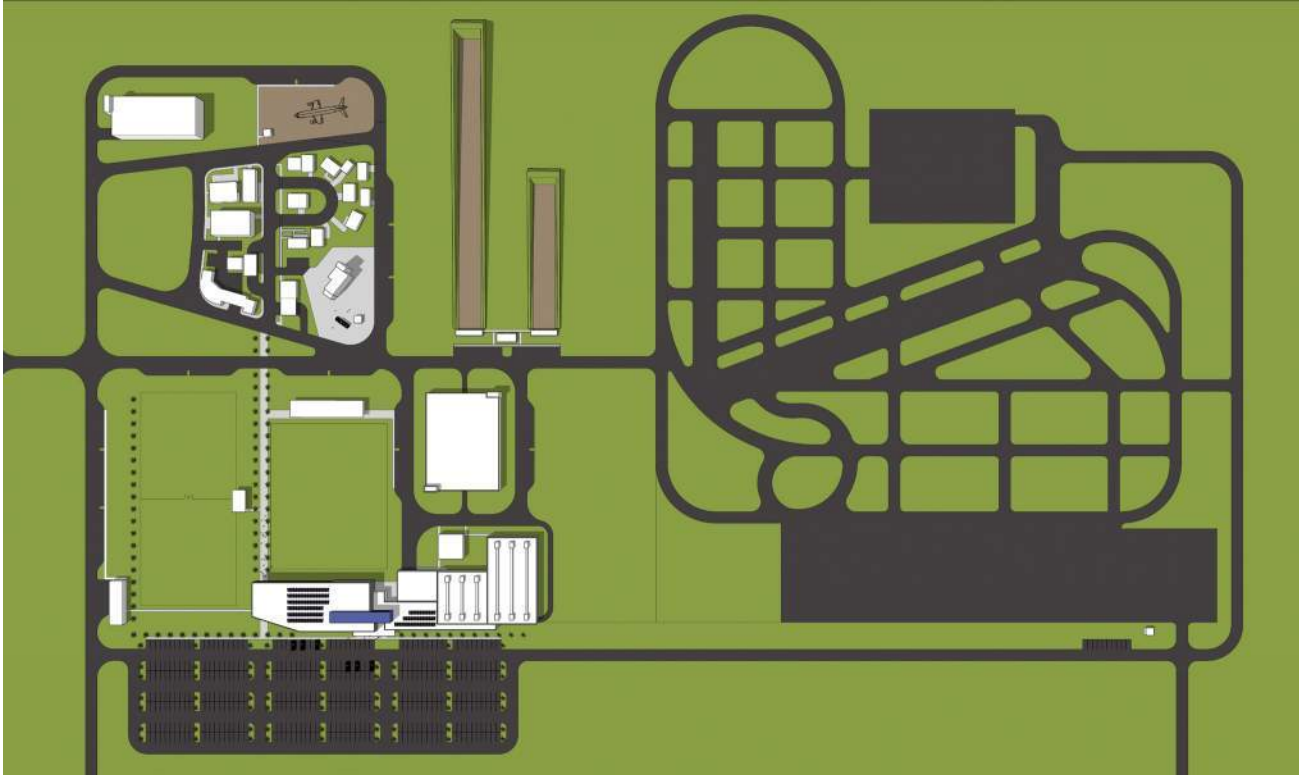
- Combined Law Enforcement Drivers Training Facility & Firearms Facility
- K-9 Facilities & Training Areas.
- Training Center

- **FIRM ROLE**
Public Safety Training
Design Lead
- Existing Facility Needs
Assessment, Space
Planning, Programming,
Architectural Design,
Cost Estimating
- **COMPLETION** 2023



MASTER PLAN





Bakersfield Police Department Space Needs Assessment Study

BAKERSFIELD, CA

To enhance public safety services for the community, the BPD has a goal of adding 100 new sworn officers by the end of 2022, along with adding significant non-sworn staff, vehicles and equipment. To assist the Department in planning for this growth, Dewberry is providing a space needs assessment and site feasibility study to determine how to best utilize space over the next 10 - 20 years. Tasks include:

- Provide an assessment and evaluation of the existing conditions to detail the adequacy of existing facilities and identify areas that conflict with best practices.
- Develop an analysis of current and future space needs of the BPD over the short and long term. The Department currently operates out of seven locations spread out over the City.
- Perform a detailed staffing analysis documenting current staffing levels, identifying deficiencies and operational inefficiencies, and projecting staffing needs for 5, 10, 15, and 20 year projections based on population data, operational needs, and call for service demographic data.
- Develop short term facility improvement program and long-term facility master plans including renovations, additions, and new construction along with budgetary cost estimates for fiscal planning purposes.
- Potential facilities include seven police locations spread out over the city, as well as planning for a 105-acre regional training center.

- **FIRM ROLE**
Prime firm and Public Safety Training Design Lead

Existing Facility Needs Assessment, Space Planning, Programming, Architectural Design

- **COMPLETION** 2021

- **CLIENT CONTACT/ REFERENCE**
Bakersfield Police Department
Captain Jeremy Blakemore
661.326.3835
jblakemo@bakersfieldpd.us

Valencia College Public Safety Master Plan & Program Study ORLANDO, FL

Valencia State College created the Criminal Justice Institute 10 years ago that was dedicated to Law Enforcement and Corrections education that in just recently has been reimagined to include Fire/Rescue, Emergency Management, and Private Security training in the near future. The additional public safety curriculum will transform the Valencia Criminal Justice Institute into the Valencia State College School for Public Safety. With the creation of the School for Public Safety Valencia State College envisioned a new campus to support the new training needs and curriculum. The school will be located on the same 58 acre campus as the Criminal Justice Institute. The existing buildings on the campus will be incorporated into the larger School for Public Safety campus.

Dewberry Architects along with associate Architect, C.T. Hsu and Associates, were given the task of developing a World Class campus for Public Safety with Valencia State College and regional Public Safety Agencies. This included Programming, Master Planning, and Cost Estimating. The Program was developed through Questionnaires, Group Interviews, and Workshops. The Master Plan was developed through a series of Workshops and Charrettes and Cost Estimating was developed by the Design Team based on the Final Program and Master Plan.

- **SERVICES PROVIDED**
Subject Matter Expert (SME)

Public Safety Training Design Lead
- **COMPLETION** 2017
- **CLIENT CONTACT/ REFERENCE**
Valencia College
Mark Hose
Valencia College
407.582.1704
mhose@valenciacollege.edu



Hillsborough County Public Safety and Training Complex TAMPA, FL

This new Public Safety and Training Facility is located on a 19-acre site. The program includes 5 major components: the Incident Command Center, Dispatch Command, Information Technology Services, Fleet Services Repair, and Fire-Rescue Training. Other county functions included in the project are a 311 Call Center, Radio Facility and Warehouse. The Fire Training Facility is specially designed to meet the Florida State Fire College Certification and is a 24/7 facility. Additionally, it is designed to accommodate 276 personnel during incident activation. The building and structure are hardened and designed to be resilient against the coastline hurricanes, withstanding 200 mph storm winds.

The project was developed as a design-build project based on a limited set of criteria documents issued by the County, increasingly challenged by the pressure to deliver the project in a very restricted budget, and a compressed 22-month design and construction schedule. This project required creative and new ideas, in order to simplify the criteria package and yet increase the level of design, in both the enhancement of users experience and the civic presentation of the building to the public.

- **FIRM ROLE**
Design-Build partner providing planning, architecture, interiors, security
- **COMPLETION** 2016
- **AWARDS & RECOGNITION:**
2017, ABC Gulf Coast Construction Excellence Award for Public Safety
- **CLIENT CONTACT/ REFERENCE**
Hillsborough County, FL
Bill Hand
Project Manager
813.307.1034
handw@hillsboroughcounty.org





Village Hall and Police Department ROMEOVILLE, IL

This project began as a Study to provide planning concept options for a new combined Police Facility/Village Hall, a new Central Fire Station and a new Community Center. Dewberry collaborated with all Village Departments to complete the study, providing the information needed for the Village to make informed data-driven decisions regarding the best options to accommodate current and future facility needs for this rapidly growing community. Two different sites were reviewed in the study.

The first project to be executed by Dewberry was the Romeoville Police Facility/Village Hall, a combined 117,000 SF facility accommodating City Departments that were previously located in six separate facilities. The building's sensitive siting on a new 45-acre civic campus backing up to a protected wooded area allows for dramatic views of the woods while screening most of the parking from public view. The building is designed with two levels plus a walk-out basement, using traditional exterior materials in a progressive design.



The building's design is composed of four primary connected elements. The iconic 60' tall masonry entrance tower creates a new civic symbol for the community. The Village Hall at 53,500 SF and the Police Department at 58,500 SF are linked by a central 5,000 SF Meeting Center. This space houses the Village Board Room and other meeting and conference rooms for use by community residents and Village Staff.

- **FIRM ROLE**
Prime firm providing planning, programming, architecture, interiors, engineering, security/technology
- **COST** \$30.5M
- **SIZE** 118,000 SF
- **COMPLETION** June, 2010
- **CLIENT CONTACT/REFERENCE**
Village of Romeoville, IL
Steven Lucchesi
Deputy Chief
slucchesi@romeoville.org
815.886.7219



Hanover Park Police Headquarters Study and Implementation HANOVER PARK, IL

Dewberry was selected to conduct a facility space needs assessment and conceptual design for the police headquarters and village hall. Their existing facility was a combined facility built in the 1970's that became overcrowded after decades of growth in the community.

Space Needs Study

Dewberry began by gathering data including village demographics, examining existing space utilization and condition, conducting departmental interviews, and collecting informational surveys. This information allowed our team to create an accurate assessment of their existing space needs compared to current conditions and future needs. Future needs were examined with short, mid, and long range goals, what the associated costs may be, and how could those goals be phased.

Three concept designs were developed for the new site expanding the municipal campus while creating secured police parking areas, providing onsite water stormwater detention areas, and maximizing the functional layout of departments within the building to maximize efficiency.

- **FIRM ROLE**
Prime architect providing architecture, interiors, engineering, technology
- **COMPLETION** 2019
- **COST** \$16M
- **SIZE** 63,000 SF
- **CLIENT CONTACT/
REFERENCE**
Village of Hanover Park, IL
David Webb
Deputy Village Manager
dwebb@hpil.org
630.823.5611

Hanover Park Police Department Study - continued



site study diagram #1



Design Implementation

Dewberry was responsible for design of the new headquarters which accommodates all police department needs including a crime lab, crime scene vehicle processing, indoor garage for 27 vehicles, a community room, evidence processing, jail, prisoner processing, sally port, indoor firing range, as well as the area Emergency Operations Center.

site study diagram #2



site study diagram #3



Virginia State Police Driver Training Facility FORT PICKETT, VA

The Virginia State Police (VSP) Driver Training Facility in Fort Pickett, Virginia serves state and local public safety agencies in the Commonwealth. Dewberry provided planning, environmental, engineering and architectural services for the complex. This project consists of the construction of a new 48,000 SF facility to be located on the VSP Fort Pickett Campus.

The facility is the first academic building located at the site and enables the VSP to train new recruits both on the track and in the classroom. The proposed facility serves up to 120 cadets at a time and provides both housing and dining for extended periods of time. The facility also contains a vehicle maintenance garage that houses four bays for the care and repair of the VSP fleet. The buildings are part of the \$27.1 million project that also includes track design. The complex includes:

- Three story, 48,000 SF administration and classroom building
- 120 person dorm
- Cafeteria
- Driver simulation rooms
- Observation tower
- Vehicle maintenance facility

The training building includes 60 squad rooms that accommodate up to 120 cadets, theater-style classrooms, a cafeteria, offices, meeting space.



- **FIRM ROLE**
Prime firm providing planning, architecture, engineering, environmental
- **CLIENT** Virginia State police
- **COST** \$21M
- **COMPLETION** 2012



Site amenities include:

- A three mile highway response course consisting of four-lane divided roadways, two-lane secondary roads, an on/off ramp, a simulated bridge surface, and a loop. The design includes an outer track and inner track with off-road recovery areas that allow multiple vehicles to use the course at any given time.
- A ½ mile off-road response course, of which ¾ is gravel and the other ¼ is dirt.
- A 37 acre urban response course intended to simulate different aspects of an urban environment. There is a “Main Street”, side streets, alleys, 5-point intersection, railroad crossing, stop signs, and other roadway features to simulate a realistic driving situation.
- A skill response course including a 500' x 500' precision course and a 200' polished concrete diameter skid pan with a 250' acceleration ramp. These areas are needed to help the driver refine specific maneuvers and control rapid shifts in weight associated with high-speed cornering and skids.



Previously, the Virginia State Police had to use old airport runways or rent facilities in Maryland to train their officers. Now, approximately 3,000 trainees will use the new facility for training each year.

Macon County Law Enforcement Training Center DECATUR, IL

This new training facility was conceived and built as a direct response upon learning that the University of Illinois was closing portions of their law enforcement training program. Key design features include a two-story dormitory, classrooms, physical skills and exercise room, administrative offices, 25-lane indoor firing range, and three scenario-based training rooms dedicated to the most common situations that the officers train in at the facility.



- **Firm Role:** Dewberry provided design criteria documents as part of a design-build team. Architecture, interiors, and technology services were provided.

ADDITIONAL DEWBERRY RELEVANT PROJECT EXPERIENCE



Training Center, Council on Law Enforcement Education and Training, Ada, OK



Fairfax County Fire/Rescue Training Academy Expansion, Fairfax, VA



Hillsborough Public Safety Operations Complex, Tampa, FL



Public Safety Facility Building Needs Assessment, Fayetteville, AR



Western Loudoun Sheriff's Station, Round Hill, VA



Fire Training Facility, Garland, TX

New York Police Academy NEW YORK, NY



Tactical Design North was Training Architect on the New York City Police Academy, the largest municipal training project in the world and in New York City's history. Tactical Design conducted a needs assessment, master planned, and designed the indoor training Village, Urban Search and Rescue Components, EVOG Course, COBRA Training Areas, and Firearms Range for the facility. This state of the art facility encompasses 30 acres, and includes the necessary infrastructure to support New York Police Department's recruit training and to qualify all 35,000 sworn officers twice a year. The Training Village, a 33,000 SF enclosed facility, represents several NYC neighborhoods.

Pennsylvania State Police Academy HERSHEY, PA



TDN in collaboration with the Architect of Record, led an in-depth planning study with the Pennsylvania State Police to determine stakeholders needs and create planning documents for the future design of the academy. This included developing an in-depth space needs and adjacency document, an architectural program, several master plans, and several conceptual designs for each building for the PSP.

TDN was competitively selected again under a new Architect of Record team to design the facility through construction. The facility is currently in design.



College of DuPage Homeland Security Education Center GLEN ELLYN, IL



Tactical Design was challenged to leapfrog current design and technologies for this training center. This 50,000 SF facility houses the College's public safety curricula, including Fire Science and EMS, and includes several design and training innovations. Tactical Design teamed with one of the college's architects to create the entire concept for the facility and future phases. This facility houses the Campus Police Department, Fire Science program, Criminal Justice program, Suburban Law Enforcement Academy (SLEA), and EMS program. It includes several unique training venues, an immersive interior training environment, SCBA labs, Vehicle Operations Labs, 2 Forensics Training Labs, Technical Rescue Lab, Flexible Training Tower, Cyber Crime Labs, Auditorium, and Building Construction Labs.



Additional TDN Project Experience



- Tawazun Safety, Security and Disaster Management Center, United Arab Emirates
- NYC Police Academy, New York City, NY
- NYPD Rodman's Neck Firearms Training Facility, The Bronx, NY
- Municipality of Anchorage Police and Fire Training Center, Anchorage, AK
- Nassau County Police Academy, Nassau County, NY
- City of Philadelphia Bomb, SWAT and K9 Facility, PA
- MWAA Dulles Firing Range, Washington, DC
- Triangle J Fire and Police Training Facility Strategic Planning, Raleigh-Durham, NC
- Maumee Outdoor Gun Range, Maumee, OH
- US State Department ISF Aramoun practical Training Facility, Aramoun, Lebanon

TEAM RESUMES



Larry Hlavacek AIA, SE

PUBLIC SAFETY PLANNER/DESIGNER - DEWBERRY

Larry Hlavacek is a principal and the national director of public safety. He brings extensive experience to the service of public facilities. A recognized national expert, he brings his leadership in realizing the client's vision by delivering innovative, operationally efficient, flexible, and future-ready solutions to Dewberry's robust law enforcement design team. Coordinating national efforts in planning and design for Police, Fire, emergency operations, 911 communications, and training facilities, Larry's collaborative approach focuses on developing professional work environments that support mission critical operations and promote health, wellness, career development, and staff retention.

EDUCATION

MS Architecture, University of Illinois

BS Architecture, University of Illinois

YEARS OF EXPERIENCE

Dewberry • 13
Total • 30

REGISTRATIONS

Registered Architect: IL, FL

AFFILIATIONS

American Institute of Architects

PAPERS/PRESENTATIONS

2021 Oklahoma Public Safety Conference: "Public Safety Health and Wellness by Design"

AIA AAJ Conf. Law Enforcement Track Chair. AIA Academy of Arch. for Justice. Jersey City, NJ, 2018

Future Ready Design for Law Enforcement. AIA Academy of Arch. FL Justice. Miami, FL 2015 and Int'l Asso. of Chiefs of Police. Chicago, IL, 2015

Protecting Those Who Protect: How Your Police Station Can Keep Officers Safe. Midwest Security & Police Conference. Tinley Park, IL, 2015

Getting More for Less: Creative Strategies That Save You Money on Your Law Enforcement Facility. Int'l Asso. of Chiefs of Police. Philadelphia, PA, 2015

RELEVANT EXPERIENCE

- **Planning and Design for Law Enforcement Training Center Enhancements and Expansion**, State of Nebraska (with TDN)
- **Oklahoma Department of Public Safety Highway Patrol Training Center**, Oklahoma City, OK
- **Bakersfield Police Department and Training Facility Planning Study**, City of Bakersfield, CA
- **EOC and Saferoom Retrofit Study, Virgin Islands Territorial Emergency Management Agency (VITEMA)**
- **Du Comm 911 Consolidated Communications Ctr.**, Wheaton, IL
- **Police Facility and Court Facility (with firing range)**, City of Brecksville, OH
- **City of Cleveland Division of Police Headquarters**, City of Cleveland, OH
- **Sand Springs Public Safety Facility (Police, Fire, EOC, Holding Facility, Municipal Court) and Needs Study**, Sand Springs, OK
- **Public Safety Facility (Police, Fire, City Jail and Courts)**, Lawton, OK
- **Village Hall and Police Department**, Village of Romeoville, IL
- **Johnson County Programming and Master Plan**, Johnson County, KS
- **Municipal Space Needs Study and Master Plan**, Bay City, TX
- **Three Police Division Substations**, Lubbock, TX
- **City of Joplin Justice Center Assessment/Study**, Joplin, MO
- **Fowler Police Headquarters**, Fowler, CA
- **Tolleson Police and Municipal Court**, Tolleson, AZ
- **Garden Grove Police Facility**, Garden Grove, CA
- **Solano County IDIQ - Justice Center Forensics Lab Feasibility Study**, Solano County, CA



Jonathan (Jon) Tallman AIA, NCARB, GGP, GPCP

PUBLIC SAFETY PLANNER/DESIGNER - DEWBERRY

Jon is a Senior Project Manager for Dewberry Architects and also serves as Dewberry's lead public safety planner/programmer. His experience includes Space Needs Analysis, Conceptual Design, Design Development, Construction Documents, and Construction Administration phase work for public safety projects including police departments, fire stations, and village halls. With 20 years of experience, Jon is a frequent presenter at industry conferences, including the American Institute for Architects, Academy of Architecture for Justice, and the International Association of Chiefs of Police.

EDUCATION

BArch • Architecture •
University of Kansas

REGISTRATIONS

Registered Architect • IL, OH
Green Globes Professional
Guiding Principles Compliance
Professional

YEARS OF EXPERIENCE

Dewberry • 16
Total • 20

RELEVANT EXPERIENCE

- **Planning and Design for Law Enforcement Training Center Enhancements and Expansion**, State of Nebraska (with HDR)
- **Macon County Law Enforcement Training Center**, Decatur, IL
- **Bakersfield Police Department and Training Facility Planning Study**, City of Bakersfield, CA
- **Police Facility and Court Facility (with firing range)**, City of Brecksville, OH
- **Glen Ellyn Police Headquarters**, Village of Glen Ellyn, IL
- **Hanover Park Police Headquarters (with firing range)**, Village of Hanover Park, IL
- **City of Cleveland Division of Police Headquarters**, City of Cleveland, OH
- **City Hall and Police Department**, City of Countryside, IL
- **Garden Grove Police Department Space Assessment Study**, Garden Grove, CA.
- **Village Hall and Police Department**, Village of Romeoville, IL
- **Johnson County Programming and Master Plan**, Johnson County, KS
- **Three Police Division Substations**, Lubbock, TX
- **City of Joplin Justice Center Assessment/Study**, Joplin, MO
- **Fowler Police Headquarters**, Fowler, CA
- **Tolleson Police and Municipal Court**, Tolleson, AZ
- **Town of Victoria Public Safety Needs Assessment Study**, Victoria, TX
- **Bartlesville Police and Fire Municipal Complex**, Bartlesville, OK
- **Casselberry Public Safety Facility**, Casselberry, FL
- **DeKalb Police Headquarters**, DeKalb, IL
- **Springdale Municipal Campus**, Springdale, AR
- **Town of Vienna Police Station**, Vienna, VA



Michael Enz AIA, NCARB

TACTICAL DESIGN NORTH POLICE AND FIRE TRAINING + TACTICAL/FIRING -

As a licensed Architect, Mike has designed and been involved with some of the largest and most innovative projects Tactical Design North has created. In 10 years of designing, he has created several unique individual projects at sizes and complexities that most Architects do combined in a lifetime of work.

His architectural background designing complex facilities and operational background in training and conducting operations makes him uniquely qualified and eminently different than most other architectural designers. With a military background as a US Army Special Forces Green Beret, he understands the complexities of real world operations and how to translate that into the Training Facilities he designs.

EDUCATION

BA · University of Illinois,
Urbana Champagne

University of Wisconsin
- Milwaukee PhD
Architecture Candidate

REGISTRATIONS

Registered Architect
WI, MD, PA, FL, AR
#99506

YEARS OF EXPERIENCE

17

AFFILIATIONS

American Institute of
Architects (AIA)

RELEVANT EXPERIENCE

- **Planning and Design for Law Enforcement Training Center Enhancements and Expansion**, State of Nebraska (with Dewberry)
- **Planning and Design for Law Enforcement Training Center Enhancements and Expansion**, State of Nebraska (with Dewberry)
- **Oklahoma Department of Public Safety Highway Patrol Training Center**, Oklahoma City, OK
- **Triangle J Public Safety Training Facility**, City of Greensboro, NC (with Dewberry)
- **Florida State College-Jacksonville Fire Training Center**
- **Municipality of Anchorage Fire Training Facility**, Anchorage, Alaska
- **Northeastern IL Public Safety Training Academy**, Village of Glenview, IL
- **College of Dupage Homeland Security Education Center**, Village of Glen Ellyn, IL
- **Combined Fire Police & Prison College** | Northern Ireland
- **Tawazun Safety, Security & Disaster Management City** | Abu Dhabi, UAE
- **City of New York Police Academy** | New York, NY, USA
- **NYPD Rodmans Neck Firearms Training Facility** | New York, NY, USA
- **City of Philadelphia Bomb, SWAT, and K-9 Facility** | Pennsylvania, USA
- **AGA/IMD Cadaver Processing & Adv. Med Training Facility** | Illinois
- **Pennsylvania State Police Academy** | Pennsylvania
- **FBI Regional Firearms Training Facility** | Texas
- **Connecticut State Police Academy** | Connecticut
- **DRPA Range Study** | Pennsylvania

STANDARD HOURLY BILLING RATE SCHEDULE WITH CREW

DEWBERRY	HOURLY RATES
PROFESSIONAL	
Principal	\$330.00
Architect I, II, III	\$100.00, \$120.00, \$135.00
Architect IV, V, VI	\$150.00, \$170.00, \$190.00
Architect VII, VIII, IX	\$210.00, \$230.00, \$255.00
Interior Designer I, II, III, IV	\$92.00, \$110.00, \$125.00, \$150.00
Engineer I, II, III	\$115.00, \$130.00, \$150.00
Engineer IV, V, VI	\$165.00, \$185.00, \$215.00
Engineer VII, VIII, IX	\$240.00, \$255.00, \$280.00
Geographer/GIS I, II, III	\$90.00, \$105.00, \$120.00
Geographer/GIS IV, V, VI	\$140.00, \$160.00, \$175.00
Geographer/GIS VII, VIII, IX	\$200.00, \$230.00, \$270.00
Professional I, II, III	\$100.00, \$120.00, \$140.00
Professional IV, V, VI	\$165.00, \$180.00, \$195.00
Professional VII, VIII, IX	\$215.00, \$240.00, \$265.00
TECHNICAL	
Designer I, II, III	\$110.00, \$130.00, \$150.00
Designer IV, V, VI	\$170.00, \$190.00, \$210.00
CADD Technician I, II, III, IV, V	\$80.00, \$100.00, \$120.00, \$135.00, \$165.00
Surveyor I, II, III	\$68.00, \$83.00, \$98.00
Surveyor IV, V, VI	\$112.00, \$125.00, \$140.00
Surveyor VII, VIII, IX	\$160.00, \$185.00, \$220.00
Technical I, II, III	\$85.00, \$100.00, \$120.00
Technical IV, V, VI	\$130.00, \$145.00, \$165.00
EMERGENCY MANAGEMENT	
Emergency Management I, II, III	\$80.00, \$100.00, \$130.00
Emergency Management IV, V, VI	\$165.00, \$215.00, \$280.00
CONSTRUCTION	
Construction Professional I, II, III	\$125.00, \$150.00, \$180.00
Construction Professional IV, V, VI, VIII	\$200.00, \$230.00, \$265.00, \$300.00
Inspector I, II, III	\$85.00, \$110.00, \$130.00
Inspector IV, V, VI, VII	\$150.00, \$165.00, \$190.00, \$220.00
SURVEY FIELD CREWS	
Fully Equipped 1, 2, 3, 4 Person Crews	\$145.00, \$175.00, \$220.00, \$265.00
With Laser Scanner 1, 2 Person	\$195.00, \$225.00
ADMINISTRATION	
Admin Professional I, II, III, IV	\$70.00, \$90.00, \$115.00, \$145.00
Non-Labor Direct Costs	Cost + 15%



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. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or 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.

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. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification 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. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
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 1½% 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 Paragraph 5 above.



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 our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us 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 give 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 your expert's written opinion 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 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, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, 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 and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. 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, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) 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 does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of 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.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or 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, contract, 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, damages, property damages or bodily injury in any manner associated with our services, 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; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. 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, defend 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 acts or omissions 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 committed or omitted, 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.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.

MASTER PROJECT BUDGET Winnebago County-Animal Services Project

06/23/23

Cost Codes	DESCRIPTION	ORIGINAL BUDGET	VENDOR	FINAL PROJECTED COST	UNDER/(OVER) BUDGET	Funded Amount	Funding Source
100	PRE-DEVELOPMENT COSTS						
101	Owner Project Manager-Pre Construction Assessment	\$ 3,105	Huffman Keel	\$ 3,105	\$ -	\$ 3,105	Purchasing
102	Arch. Fees-Design Phase 1 & 2	\$ 132,931	RLJ	\$ 132,931	\$ -	\$ 132,931	Purchasing
	Subtotal Pre-Development Costs	\$ 136,036		\$ 136,036	\$ -	\$ 136,036	
200	PROFESSIONAL SERVICES						
201	Owner Project Manager-Construction Phase	\$ 43,200	Huffman Keel	\$ 43,200	\$ -	\$ 43,200	ARP-1/1/23
202	Plan Review	\$ 528	RLJ	\$ 528	\$ -		
203	Architectural Fees-Phase 3 Construction Admin.	\$ 43,268	RLJ	\$ 46,471	\$ (3,203)	\$ 43,268	ARP-1/1/23
204	Added HVAC Exhaust in the Existing Cat/Dog Wards-Design	\$ 4,000	RLJ	\$ 4,000	\$ -		
250		\$ -		\$ -	\$ -		
	Subtotal Professional Services Fees	\$ 90,996		\$ 94,199	\$ (3,203)	\$ 86,468	
300	CONSTRUCTION						
301	Construction Costs	\$ 2,088,388	Scandroli	\$ 2,062,888	\$ 25,500	\$ 2,088,388	ARP-1/1/23
302	Building Permit	\$ 2,500	City of Rockford	\$ 10,000	\$ (7,500)		
303	Construction Material Testing	\$ 7,500	Testing Services Corp.	\$ 11,000	\$ (3,500)		
304	Access Control (Card Reader System)	\$ 30,000	Winn. Co.	\$ 13,700	\$ 16,300		
305	Security Cameras	\$ 10,000	Scandroli	\$ 10,000	\$ -		
350		\$ -		\$ -	\$ -		
	Subtotal Construction	\$ 2,138,388		\$ 2,107,588	\$ 30,800	\$ 2,088,388	
400	OWNER DIRECT						
401	Equipment & Furniture	\$ 463,907	Winn Co.	\$ 463,907	\$ -		
402	Signage (Interior)	\$ 15,000	TBD	\$ 15,000	\$ -		
403	Technology (WAPs and Phones)	\$ 10,000	TBD	\$ 10,000	\$ -		
404	Builders Risk Insurance	\$ 10,000	Gallagher	\$ 19,231	\$ (9,231)		
405	Moving & Temp. Storage	\$ 25,000	TBD	\$ 25,000	\$ -		
450		\$ -		\$ -	\$ -		
	Subtotal FF&E	\$ 523,907		\$ 533,138	\$ (9,231)		
500	OTHER EXPENSES						
501	Utility Service Upgrades	\$ 25,000	TBD	\$ 25,000	\$ -		
502	Fire Separation Required by city	\$ 20,000	Scandroli	\$ 19,566	\$ 434		
503	Flat Roof Replacement Allowance	\$ 45,000	TBD	\$ 24,000	\$ 21,000		
504	Added HVAC Exhaust in the Existing Cat/Dog Wards-Construction	\$ 150,000	TBD	\$ 150,000	\$ -		
550		\$ -		\$ -	\$ -		
	Subtotal Other Expenses	\$ 240,000		\$ 218,566	\$ 21,434		
600	ADDITIONAL FUNDING SOURCES						
601	Animal Services FF&E Operating Funds	\$ (463,907)	Winn. Co	\$ (463,907)	\$ -		
650		\$ -		\$ -	\$ -		
	Subtotal Additional Funding	\$ (463,907)		\$ (463,907)	\$ -		
	PROJECT BEFORE CONTINGENCY	\$ 2,665,420		\$ 2,625,620	\$ 39,800		
701	OWNER DESIGN/CONSTRUCTION CONTINGENCY	\$ 133,271		\$ 133,271		\$ 133,271	ARP-2/22/23
	TOTAL PROJECT BUDGET	\$ 2,798,691		\$ 2,758,891			

Total Amount Funded \$ 2,444,163
Total Unfunded Confirmed Costs (in yellow) \$ 98,025

Project Contingency	Amount	Notes
Funded Contingency	\$ 133,271	
Current Amt. Tracking from Scandrolti (Per log dated 6/23/23)	\$ 29,989	ADA grade changes at entrance, soil undercuts, and credit for replacement of existing RTUs, repave of existing lot.
Remaining Contingency	\$ 103,282	

FF&E-Operational Equipment Costs (From Brett)	2022 Budget	2023 Updated Cost
X-Ray	\$ 45,000	\$ 42,046
Freezer	\$ 25,000	
Freezer System Install	\$ 7,500	\$ 47,740
Fencing (Dog Yards)	\$ 50,000	\$ 50,000
Dog Kennels	\$ 112,000	
Cat Enclosures	\$ 115,000	
Install of Kennels (\$80/hr x 4 man crew x 4 days X 3 rooms)	\$ 7,680	
Dog Wash Station	\$ 6,000	\$ 297,598
Subtotal FF&E	\$ 368,180	
Escalation (20%)	\$ 73,636	
Subtotal FF&E	\$ 441,816	
FF&E Contingency (5%)	\$ 22,091	
Total FF&E Budget	\$ 463,907	\$ 437,384