

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman

Members: Paul Arena, John Butitta,

Valerie Hanserd, Joe Hoffman,

Jaime Salgado, Michael Thompson

DATE: THURSDAY, NOVEMBER 21, 2024

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 Minutes – November 7, 2024
- 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 for Approval for Stop-Loss Insurance
- F. Resolution Authorizing the Execution of a Renewal Agreement with Arthur J. Gallagher for The Property and Casualty Coverage
Cost: \$2,647,972
- G. Resolution Awarding Purchase of Phone Call Distribution System Using CIP 25 Funds
Cost: \$62,015
- H. Resolution Awarding Cybersecurity Backup Annual Licensing Using Department Funding
Cost: \$128,442
- I. Resolution Awarding Purchase of Two Vehicle Pool Replacements Using CIP 2024 Funds
Cost: \$69,705
- J. Resolution Awarding LED Upgrades for Courthouse Garage Tunnel Using CIP 2024 Funds

Cost: \$34,542

- K. Resolution Awarding Flooring Replacement for the States Attorney Office Using CIP 23 PSST Funds

Cost: \$145,000

- L. Resolution Awarding Public Safety Building Design-Build Contract to Ringland-Johnson Construction Using ARPA Funds

Cost: \$32,000,000

- M. Resolution Awarding Montel Technologies for Countywide Security Cameras and Integrator System Contract Using ARPA Funds

Cost: \$8,198,692

- N. Resolution Awarding Montel Technologies for Countywide Security Camera and Integrator System Maintenance & Support Contract

Cost: \$60,000 Annually

- O. Future Agenda Items

- P. Adjournment

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

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

Thursday, November 7, 2024
5:30 PM

Present:

Keith McDonald, **Chairperson**
Paul Arena
John Butitta
Joe Hoffman
Jaime Salgado (arrived at 5:33 pm)
Michael Thompson

Absent:

Valerie Hanserd, **Vice Chairperson**

Others Present:

Patrick Thompson, County Administrator
Steve Schultz, Chief Financial Officer
Hope Edwards, Purchasing Director, (Staff Liaison)
Lafakeria Vaughn, State's Attorney Office
Chris Dornbush, Chief Operations Officer
Shawn Franks, Director, Facilities
Dan Magers, Chief Information Officer, IT Department
Kathy Clausen, Purchasing
Melinda Macias, Purchasing
Debbie Jarvis, Director of Court Services, 17th Judicial Circuit
Jennifer Muraski, Coroner
Rick Ciganek, Sheriff's Office
Tom Jakeway, 17th Circuit Court
John Sweeney, County Board Member
Ray Montelongo, Montel Technologies

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – October 17, 2024
- 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 acknowledgment by the chair, please stand and state your name. Thank you.
- E. Public Hearing for Authorizing Acceptance of Credit Cards By The Winnebago County Coroner's Office
- F. Resolution Authorizing Acceptance of Credit Cards By The Winnebago County Coroner's Office for Fees
- G. Resolution Awarding Payment Processing Services to Autoagent Data Solutions, LLC (MuniciPAY) for the Winnebago County Coroner's Office
- H. Resolution Awarding Flooring Replacement for the Coroner's Office Using CIP 24 Funds
Cost: \$53,628

- I. Resolution Awarding Space Study Analysis to the Juvenile Detention Center
Cost: \$59,600 not to exceed \$89,600
- J. Resolution Approving Bond Amount for Winnebago County Auditor Pursuant to 55 ILCS 5/3-1001
- K. Resolution Awarding Email Archiver Hardware Refresh Using CIP 2025 Funds
Cost: \$47,403
- L. Resolution Awarding Cybersecurity Antivirus Licensing Renewal Using County Automation Funds
Cost: \$93,820
- M. Resolution Awarding Cybersecurity Backup Licensing Upgrade Using CIP 2025 Funds
Cost: \$64,508
- N. Resolution Awarding Montel Technologies for Countywide Security Cameras and Integrator System Contract Using ARPA Funds
Cost: \$8,198,692
- O. Resolution Awarding Montel Technologies for Countywide Security Camera and Integrator System Maintenance & Support Contract
Cost: \$60,000 Annually
- P. Future Agenda Items
- Q. Adjournment

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

Roll Call

Chairperson Keith McDonald yes, Paul Arena yes, John Butitta yes, Joe Hoffman yes, Michael Thompson yes.

Approval of Minutes – October 17, 2024

Motion: Chairperson McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion.

The motion was passed by a unanimous voice vote.

Public Comment

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

Public Hearing for Authorizing Acceptance of Credit Cards By The Winnebago County Coroner's Office

Chairperson McDonald read the Notice for the Public Hearing Authorizing Acceptance of Credit Cards by the Winnebago County Coroner's Office. Chairperson McDonald called for any questions or comments from the public. Chairperson McDonald stated that seeing none, the hearing was closed.

Resolution Authorizing Acceptance of Credit Cards By The Winnebago County Coroner's Office for Fees

Motion: Chairman McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion.

- Discussion followed.

Roll Call

Mr. Salgado joined the meeting at 5:33 p.m.

Chairperson McDonald called for any questions or comments.
The motion was passed by a unanimous voice vote.

Resolution Awarding Payment Processing Services to Autoagent Data Solutions, LLC (MuniciPAY) for the Winnebago County Coroner's Office

Motion: Chairperson McDonald. Second: Mr. Hoffman.

Chairperson McDonald called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

Resolution Awarding Flooring Replacement for the Coroner's Office Using CIP 24 Funds Cost: \$53,628

Motion: Chairperson McDonald. Second: Mr. Salgado.

Chairperson McDonald called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

Resolution Awarding Space Study Analysis to the Juvenile Detention Center Cost: \$59,600 not to exceed \$89,600

Motion: Chairperson McDonald. Second: Mr. Salgado.

Chairperson McDonald called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

Resolution Approving Bond Amount for Winnebago County Auditor Pursuant to 55 ILCS 5/3-1001

Motion: Chairman McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

Resolution Awarding Email Archiver Hardware Refresh Using CIP 2025 Funds Cost: \$47,403

Motion: Chairman McDonald. Second: Mr. Hoffman.

Chairperson McDonald called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

Resolution Awarding Cybersecurity Antivirus Licensing Renewal Using County Automation Funds

Cost: \$93,820

Motion: Chairman McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

Resolution Awarding Cybersecurity Backup Licensing Upgrade Using CIP 2025 Funds

Cost: \$64,508

Motion: Chairman McDonald. Second: Mr. Butitta.

Chairperson McDonald called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

Resolution Awarding Montel Technologies for Countywide Security Cameras and Integrator System Contract Using ARPA Funds

Cost: \$8,198,692

Motion: Chairman McDonald. Second: Mr. Salgado.

Chairperson McDonald called for any discussion.

- Discussion followed.

The motion was passed by a majority voice vote. Mr. Arena voted no.

Resolution Awarding Montel Technologies for Countywide Security Camera and Integrator System Maintenance & Support Contract

Cost: \$60,000 Annually

Motion: Chairman McDonald. Second: Mr. Salgado.

Chairperson McDonald called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

Future Agenda Items

- PSB Draft Agenda Item for November 21, 2024.
- Discussion occurred regarding the allocation of \$10,000 in ARPA funds for Mr. Arena.

Motion to Adjourn

Chairperson McDonald called for a motion to adjourn.

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

The motion was passed by a unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Executive Assistant



Resolution Executive Summary

Prepared By: Debbie Crozier
Committee: Operations and Administration
Committee Date: November 21, 2024
Resolution Title: Resolution for Approval for Stop-Loss Insurance
Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted? Yes	Appropriation Amount: Approx. \$1,300,000 for all group insurance vendors
If not, explain funding source:	
ORG/OBJ/Project Code: 48500 43171 Budget Impact: See below.	

Background Information: Stop-loss insurance, also referred to as excess insurance, is a type of coverage purchased by employers that are self-insured to limit their liability in the event of large, unpredictable, or catastrophic health claims.

Winnebago County purchases stop loss coverage to limit the County's risk on the group insurance plan both on a specific/individual basis. Our specific/individual deductible is \$200,000.

2025 Renewal: The Specific individual premium is increasing to \$55.69/month, the specific family premium is increasing to \$193.33. This is a 5.44% increase from the 2024 cost. We currently have 6 stop loss claimants that have exceeded the \$200,000 limit, there are 4 claimants that are over \$180,000 with 2 months remaining in 2024.

Recommendation: County Administrator, Patrick Thompson, Chief Financial Officer, Steve Schultz and Human Resources Director, Debbie Crozier, have reviewed the Stop Loss Renewal Offer (Resolution Exhibit A) and recommend approval.

Contract/Agreement: January 1, 2025 – December 31, 2025

Legal Review: Done.

Follow-Up: The premium is paid monthly based on enrollment.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

RESOLUTION FOR APPROVAL FOR STOP-LOSS INSURANCE

WHEREAS, the County of Winnebago, Illinois, offers a self-insured Co-Pay/POS and High Deductible medical plans to employees and retirees; the County purchases a stop loss insurance plan to reinsure the County for medical claims which exceed \$200,000 on an individual basis; the County's Benefit Consultant recommends continuation of Tokio Marine HCC (TMHCC) for 2025; and,

WHEREAS, TMHCC has proposed the following rates to Winnebago County for administration of the stop loss coverage for 2025 not to exceed:

\$55.69 for Specific individual premium per month

\$193.33 for Specific family premium per month

This is an 5.44% increase from the 2024 rates.

This will be an increase of \$81,566 from the 2024 cost.

See Resolution Exhibit A

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with TMHCC for the stop loss coverage for the self-insured Co-Pay/POS and HDHP medical plans for the year January 1, 2025 through December 31, 2025.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with Tokio Marine HCC, 11100 Wayzata Blvd., Suite 350, Minnetonka, MN 55305, for administration of the stop loss coverage.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, County Auditor and the County Board Office.

Respectfully Submitted,

OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

VALERIE HANSERD, VICE CHAIRPERSON

VALERIE HANSERD, VICE CHAIRPERSON

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Stop Loss Analysis

Winnebago County

Jeanette Rowan | October 23, 2024



Gallagher

Insurance | Risk Management | Consulting

[AJG.com](https://www.ajg.com)

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Current Specific Stop Loss Deductible

\$200,000

Current Deductible: Specific Stop Loss Marketing



Illustrative Quote

Firm Quote

Firm Quote

Firm Quote

Illustrative Quote

Illustrative Quote

Illustrative Quote

Illustrative Quote

Winnebago County (1066 Employees)	Current	Initial Renewal	Renewal	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
	TMHCC	TMHCC	TMHCC	Voya Financial (24/12)	HM Insurance Group with 50% rate cap (24/12)	WellPoint Inc. (24/12)	Symetra Life Insurance (24/12)	Optum (24/12)	BCS Financial (24/12)
Specific Individual Stop Loss									
Contract Basis	24/12	Paid	Paid	24/12	24/12	24/12	24/12	24/12	24/12
Run-in Limit	No	No	No	No	No	No	No	No	No
Contract Includes	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Deductible	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Renewal Rate Cap	50%	50%	50%	50%	50%	50%	50%	50%	50%
No New Laser	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Proposed Lasers	No	No	No	Yes	No	No	No	No	No
Laser 1				\$450,000					
Specific Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Liability	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Aggregating Specific Stop Loss (\$)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REINSURANCE COSTS									
Specific Premium									
Employee Only (540)	\$52.97	\$60.21	\$55.69	\$61.83	\$64.24	\$57.74	\$66.20	\$96.19	\$81.26
Employee + 1 (191)	\$183.20	\$209.04	\$193.33	\$172.35	\$182.91	\$199.89	\$201.29	\$228.87	\$251.64
Employee + 2 (or more) (335)	\$183.20	\$209.04	\$193.33	\$172.35	\$182.91	\$199.89	\$201.29	\$228.87	\$251.64
()	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly Reinsurance Total	\$124,967	\$142,468	\$131,764	\$124,044	\$130,900	\$136,322	\$141,627	\$172,328	\$176,243
Annual Reinsurance Total	\$1,499,604	\$1,709,621	\$1,581,170	\$1,488,532	\$1,570,803	\$1,635,861	\$1,699,518	\$2,067,939	\$2,114,916
Dollar Increase From Current	N/A	\$210,017	\$81,566	-\$11,072	\$71,199	\$136,257	\$199,914	\$568,335	\$615,312
Percentage Increase From Current	N/A	14.00%	5.44%	-0.74%	4.75%	9.09%	13.33%	37.90%	41.03%
ADDITIONAL CLAIMS RISK									
Additional Laser Liability and Agg Spec	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0
Total Dollar Increase From Current	N/A	\$210,017	\$81,566	\$238,928	\$71,199	\$136,257	\$199,914	\$568,335	\$615,312
Percentage Increase From Current	N/A	14.00%	5.44%	15.93%	4.75%	9.09%	13.33%	37.90%	41.03%

Current Deductible: Additional Details

Illustrative Quote

Firm Quote

Firm Quote

Firm Quote

Illustrative Quote

Illustrative Quote



Winnebago County (1066 Employees)	Current	Initial Renewal	Renewal	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
	TMHCC	TMHCC	TMHCC	Voya Financial (24/12)	HM Insurance Group with 50% rate cap (24/12)	WellPoint Inc. (24/12)	Symetra Life Insurance (24/12)	Optum (24/12)	BCS Financial (24/12)
ISL Deductible	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Additional Stop Loss Items									
Claim Accumulation Basis ISL	Per Member	Per Member	Per Member	Per Member	Per Member	Per Member	Per Member	Per Member	Per Member
Claim Reimbursement Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%
Retiree Coverage	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Waive Actively at Work	Waived	Waived	Waived	Waived	Waived with disclosure	Waived with disclosure	Waived	Waived	Waived
ISL Advance Funding	Yes	Yes	Yes	Yes	No	Yes	No	No	No
Aggregate Accommodation	No	No	No	No	No	No	No	No	No
TLO-ISL	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
TLO-ASL	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Cost of Mirroring	Included	Included	Included	Included	Included	Included	Included	Included	Included
Commission Included in the Rates	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ISL Monthly Rate									
Employee Only	\$52.97	\$60.21	\$55.69	\$61.83	\$64.24	\$57.74	\$66.20	\$96.19	\$81.26
Employee + 1	\$183.20	\$209.04	\$193.33	\$172.35	\$182.91	\$199.89	\$201.29	\$228.87	\$251.64
Employee + 2 (or more)	\$183.20	\$209.04	\$193.33	\$172.35	\$182.91	\$199.89	\$201.29	\$228.87	\$251.64
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly ISL Premium	\$124,967	\$142,468	\$131,764	\$124,044	\$130,900	\$136,322	\$141,627	\$172,328	\$176,243
Annual ISL Premium	\$1,499,604	\$1,709,621	\$1,581,170	\$1,488,532	\$1,570,803	\$1,635,861	\$1,699,518	\$2,067,939	\$2,114,916
ASL Monthly Rate									
Employee Only	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee + 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee + 2 (or more)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly ASL Premium	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual ASL Premium	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PREMIUM TOTALS									
Monthly Total	\$124,967	\$142,468	\$131,764	\$124,044	\$130,900	\$136,322	\$141,627	\$172,328	\$176,243
Annual Total	\$1,499,604	\$1,709,621	\$1,581,170	\$1,488,532	\$1,570,803	\$1,635,861	\$1,699,518	\$2,067,939	\$2,114,916
Dollar Increase From Current	N/A	\$210,017	\$81,566	-\$11,072	\$71,199	\$136,257	\$199,914	\$568,335	\$615,312
Percentage Increase From Current	N/A	14.00%	5.44%	-0.74%	4.75%	9.09%	13.33%	37.90%	41.03%
ADDITIONAL CLAIMS RISK									
Premium Total With Lasers and Agg Spec	\$1,499,604	\$1,709,621	\$1,581,170	\$1,738,532	\$1,570,803	\$1,635,861	\$1,699,518	\$2,067,939	\$2,114,916
Dollar Increase From Current	N/A	\$210,017	\$81,566	\$238,928	\$71,199	\$136,257	\$199,914	\$568,335	\$615,312
Percentage Increase From Current	N/A	14.00%	5.44%	15.93%	4.75%	9.09%	13.33%	37.90%	41.03%

Alternate Specific Stop Loss Deductible

From \$200,000 To \$225,000

Alternative Deductible: Specific Stop Loss Marketing



Firm Quote

Firm Quote

Firm Quote

Illustrative Quote

Winnebago County (1066 Employees)	Current TMHCC	Alternate 1 TMHCC	Alternate 2 Voya Financial (24/12)	Alternate 3 HM Insurance Group with 50% rate cap (24/12)	Alternate 4 WellPoint Inc. (24/12)
Specific Individual Stop Loss					
Contract Basis	24/12	Paid	24/12	24/12	24/12
Run-in Limit	No	No	No	No	No
Contract Includes	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Deductible	\$200,000	\$225,000	\$225,000	\$220,000	\$220,000
Renewal Rate Cap	50%	50%	50%	50%	50%
No New Laser	Yes	Yes	Yes	Yes	Yes
Proposed Lasers	No	No	Yes	No	No
Laser 1			\$450,000		
Specific Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Liability	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Aggregating Specific Stop Loss (\$)	\$0	\$0	\$0	\$0	\$0
REINSURANCE COSTS					
Specific Premium					
Employee Only (540)	\$52.97	\$47.00	\$54.33	\$53.67	\$51.96
Employee + 1 (191)	\$183.20	\$170.20	\$151.23	\$154.82	\$179.72
Employee + 2 (or more) (335)	\$183.20	\$170.20	\$151.23	\$154.82	\$179.72
()	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly Reinsurance Total	\$124,967	\$114,905	\$108,885	\$110,417	\$122,591
Annual Reinsurance Total	\$1,499,604	\$1,378,862	\$1,306,622	\$1,325,005	\$1,471,093
Dollar Increase From Current	N/A	-\$120,742	-\$192,982	-\$174,599	-\$28,511
Percentage Increase From Current	N/A	-8.05%	-12.87%	-11.64%	-1.90%
ADDITIONAL CLAIMS RISK					
Additional Laser Liability and Agg Spec	\$0	\$0	\$225,000	\$0	\$0
Total Dollar Increase From Current	N/A	-\$120,742	\$32,018	-\$174,599	-\$28,511
Percentage Increase From Current	N/A	-8.05%	2.14%	-11.64%	-1.90%



Resolution Executive Summary

Prepared By: Debbie Crozier
Committee: Operations and Administration
Committee Date: November 21, 2024
Resolution Title: RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH ARTHUR J. GALLAGHER FOR THE PROPERTY AND CASUALTY COVERAGE
Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$2,647,972
If not, explain funding source:		
ORG/OBJ/Project Code:	49400 43510	Budget Impact: \$403,544

Background Information: Winnebago County purchases insurance coverage to limit the County's risk on the liability/casualty and property assets. We received a 18% increase on the renewal for 2024-2025, this increase is due the following reasons:

- County Claims Activity/Development
 - o Recent property claims totaling \$5.8 million
 - o Liability claim development exceeding \$3 million in past year
- Volatile Insurance Marketplace
 - o Fewer carriers insuring public entities
- Increased construction costs (inflation)
 - o Appraisals have resulted in a \$62 million increase in building property replacement costs
 - o Increasing the old Public Safety building by \$82 million for full replacement cost
- Other Contributing Factors
 - o Civil Unrest
 - o Law Enforcement Activity
 - o Nuclear Verdicts Impacting Umbrella Premiums
 - o Severe Losses from Convective Storms

The impact of Winnebago County's claim activity was significantly mitigated due to the pooling of risk with other members of the CIRMA pool.

Recommendation: County Administrator, Patrick Thompson, Chief Financial Officer, Steve Schultz and Human Resources Director, Debbie Crozier, have reviewed the Property and Casualty Renewal Offer (Resolution Exhibit A) and recommend approval.

Contract/Agreement: This is year 4 with CIRMA.

Legal Review: Done.

Follow-Up: N/A

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald
Submitted by: Operations and Administrative Committee

2024 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH ARTHUR J.
GALLAGHER FOR THE PROPERTY AND CASUALTY COVERAGE**

WHEREAS, the County of Winnebago, Illinois, each year adopts a Resolution which authorizes acceptance of the property and casualty insurance coverage; the County's Insurance Broker, has extensively reviewed the County's options for this coverage; and,

WHEREAS, Arthur J. Gallagher & Co. has proposed the attached rates to Winnebago County for the property and casualty insurance coverage from December 1, 2024 thru November 30, 2025:

See Resolution Exhibit A – Premium Summary Recap for Details.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed agreement and recommends that the County Board authorize execution of an agreement with Arthur J Gallagher & Co. for the property and casualty insurance coverage for December 1, 2024 through November 30, 2025.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with Arthur J. Gallagher & Co., 6838 East State Street, Suite 101, Rockford, IL 61108 for the property and casualty insurance coverage.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, County Auditor and the County Board Office.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

VALERIE HANSERD, VICE CHAIRPERSON

VALERIE HANSERD, VICE CHAIRPERSON

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

WINNEBAGO COUNTY 2024-25 RENEWAL

Resolution Exhibit A

PREMIUM SUMMARY

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		RENEWAL PROGRAM ESTIMATED COST		OPTIONAL RENEWAL PROGRAM ESTIMATED COST		\$ Change	% Change
Property	Premium	Primary: Lloyd's of London	\$526,992.00	Primary: Lloyd's of London	\$801,929.00	Primary: Lloyd's of London	\$801,929.00	\$274,937.00	52.2%
Excess Property	Premium	Travelers Indemnity Co	\$354,864.00	Travelers Indemnity Co	\$410,152.00	Travelers Indemnity Co	\$410,152.00	\$55,288.00	15.6%
Boiler & Machinery	Premium	Hartford Steam Boiler	\$46,183.00	Hartford Steam Boiler	\$17,776.00	Hartford Steam Boiler	\$17,776.00	(\$28,407.00)	-61.5%
Liability Package	Premium	Lloyd's of London	Included in above	Lloyd's of London	Included in above	Lloyd's of London	Included in above		
Automobile	Premium	Lloyd's of London	Included in above	Lloyd's of London	Included in above	Lloyd's of London	Included in above		
Umbrella/Excess (1st)	Premium	Old Republic Union Ins. Limit \$8MM xs \$2MM	\$452,762.00	Old Republic Union Ins. Limit \$8MM xs \$2MM	\$479,182.00	Old Republic Union Ins. Limit \$8MM xs \$2MM	\$479,182.00	\$26,420.00	5.8%
Administration Costs		CIRMA	\$95,986.00	CIRMA	\$112,581.00	CIRMA	\$112,581.00	\$16,595.00	17.3%
Loss Fund		CIRMA	\$200,000.00	CIRMA	\$265,000.00	CIRMA	\$265,000.00	\$65,000.00	32.5%
CIRMA TOTAL			\$1,679,039.00		\$2,088,820.00		\$2,088,820.00	\$409,781.00	24.4%
Umbrella/Excess (2nd)	Premium	Lexington Limit \$3MM xs \$10MM	\$281,000.00	Lexington Limit \$3MM xs \$10MM	\$353,500.00	Starstone Specialty Limit \$3MM xs \$10MM	\$254,375.00	(\$26,625.00)	-9.5%
	Taxes		\$9,947.00		\$12,390.00		\$9,005.00	(\$942.00)	-9.5%
Crime	Premium	Primary: Lloyd's of London	Included in above	Primary: Lloyd's of London	Included in above	Primary: Lloyd's of London	Included in above		
		Excess: Travelers Casualty & Surety Co.	\$2,252.00	Excess: Travelers Casualty & Surety Co.	\$2,200.00	Excess: Travelers Casualty & Surety Co.	\$2,200.00	(\$52.00)	-2.3%
Professional Liability (Health Department Only)	Premium	Columbia Casualty Company (CNA Insurance Companies)	\$27,500.00	Columbia Casualty Company (CNA Insurance Companies)	\$29,750.00	Columbia Casualty Company (CNA Insurance Companies)	\$29,750.00	\$2,250.00	8.2%
	Taxes		\$974.00		\$1,053.00		\$1,053.00	\$79.00	8.1%
Excess Workers' Compensation	Premium	Illinois Public Risk Fund	\$167,817.00	Illinois Public Risk Fund	\$178,989.00	Illinois Public Risk Fund	\$178,989.00	\$11,172.00	6.7%
		Deductible \$400K per claim		Deductible \$400K per claim		Deductible \$400K per claim			
Administration Fee			\$5,035.00		\$5,370.00		\$5,370.00	\$335.00	6.7%
Broker Fee - AJG			\$73,116.00		\$76,771.80		\$80,610.39	\$3,655.80	5.0%
Total Estimated Program Cost			\$2,244,428.00		\$2,746,643.80		\$2,647,972.39	\$403,544.39	18.0%

Note: Additional Property Premium of \$50,723 is not included in the Expiring Premium



Resolution Executive Summary

CIP Projects

Prepared By: Purchasing on behalf of DoIT
Committee Name: Operations and Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding Purchase of Phone Call Distribution System Using CIP 25 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$56,040
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount? \$56,040	
Over or Under approved amount? OVER	By: \$ 5,975
Reason for ARPA or CIP increase? Original quoted price was during our prior service contract; revised reflects our new licensing numbers.	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46586 Descriptor: Capital Project Fund/IT Equipment/ Email Archiver	
Budget Impact? \$ 62,015	

Background Information: The Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other Elected and Appointed officials. WinCo DoIT supports the existing Mitel Voice Over IP (VoIP) system for the County. Several departments utilize an Automated Call Distribution (ACD) system for taking constituent phone calls: Circuit Clerk, Animal Service and others. The current ACD system is no longer supported and requires an upgrade for continued support, as well as enhanced features found in the more modern system.

IP Communications, Inc. (IPC) is a local reseller and support agent for Mitel and has partnered with the County for nearly 20 years. The price quoted comes directly from Mitel through IPC, and is on the Sourcewell/NJPA collective agreement (120122-MBS), see Resolution Exhibit A.

Recommended By: Chief Information Officer, Dan Magers

Follow-Up Steps: Purchasing Department will issue Purchase Orders to IPC in the amount of \$62,015.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2024 CR

RESOLUTION AWARDING PURCHASE OF PHONE CALL DISTRIBUTION SYSTEM USING CIP 2025 FUNDS

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for all departments; and

WHEREAS, WinCo DoIT supports the existing Mitel Voice Over IP (VoIP) system for the County. Several departments utilize an Automated Call Distribution (ACD) system for taking constituent phone calls: Circuit Clerk, Animal Service and others; and

WHEREAS, The current ACD system is no longer supported and requires an upgrade for continued support, as well as enhanced features found in the more modern system; and

WHEREAS, WinCO DoIT recommends IP Communications, Inc. which is a local reseller and support agent for Mitel and has partnered with the County for nearly 20 years. The price quoted comes directly from Mitel through IPC, and is on the Sourcewell/NJPA collective agreement (120122-MBS), see Resolution Exhibit A; and

WHEREAS, the Operations and Administrative Committee concurs with this request and recommends approval by the Winnebago County Board.

THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois., hereby authorizes the Purchasing Department to execute a purchase order to CDWG for a cybersecurity Backup licensing upgrade.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Chief Information Officer, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

_____ KEITH McDONALD, CHAIR	_____ KEITH McDONALD, CHAIR
_____ VALERIE HANSERD, VICE CHAIR	_____ VALERIE HANSERD, VICE CHAIR
_____ PAUL ARENA	_____ PAUL ARENA
_____ JOHN BUTITTA	_____ JOHN BUTITTA
_____ JOE HOFFMAN	_____ JOE HOFFMAN
_____ JAIME SALGADO	_____ JAIME SALGADO
_____ MICHAEL THOMPSON	_____ MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2024.

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Resolution Exhibit A



County of Winnebago
400 W State St
Rockford IL 61101

Date 10/31/2024
Mitel
Sourcewell/NJPA Number 120122-MBS
IPC Tracking Number 565574

Description	Part	QTY	Each	NJPA Disc	NJPA Each	NJPA Ext
Contact Center Agentx1	52002931	7	882.00	40.00%	529.20	3,704.40
MultiMedia Agent License x1	54006789	28	661.50	40.00%	396.90	11,113.20
CC Advantage Software Assurance	54006933	9,398	1.00	40.00%	0.60	5,638.80
MiCC Business Sup & Report LL	53003452	1	1,750.00		1,750.00	1,750.00
MiCC Administering Your CC SS	53003457	1	325.00		325.00	325.00
CCM IN-PLACE UPGRADE & MiCC MULTIMEDIA	53003376	23364	1.00		1.00	23,364.00
IPC Labor Contact Center agent add	58445441	14	155.00		155.00	2,170.00
IPC Labor MM	58445441	90	155.00		155.00	13,950.00
Total						62,015.40

Upgrade planning

Upgrade of an existing, supported, CCM installation to latest release software
Upgrade of 1 remote IVR server
Retention of historical reporting data and current configuration
Include upgrade validation testing

The Multi Media application will provide the following services

Up to 12 Queues total (Voice Chat/SMS/Email)
Up to 29 named Multimedia agents
1 business hour/ holiday schedule per queue
Basic Inbound routing only (transfer to <>)
Up to 4 agent answering groups per queue
3 groups with 4 Queues each with Voice, Email, SMS and Chat

Excludes (unless added to order):

Virtual Agent Chat bot, Agent Assist (Google AI)
Data Integration to End Customer systems via web services

Winnebago County Responsibility Prior to the upgrade

Servers (MiCC & IVR) to be upgraded must meet hardware and software requirements per release to upgraded Engineering's guide

The County would need to utilize a third-part SMS gateway provider (Twilio)

Labor T&M if Needed

Terms : Net 30

Customer:	Approved and Accepted by:IPC Communications
Authorized	Authorized
Signature:	Date: Signature:
Print Name	
and Title:	



Resolution Executive Summary

Prepared By: Purchasing Department on behalf of DoIT
Committee: Operations and Administrative Committee
Committee Date: November 21, 2024
Board Meeting Date: November 26, 2024
Resolution Title: Resolution Awarding Cybersecurity Backup Annual Licensing Using Department Funding

Was item budgeted? Yes	Amount Budgeted: \$128,442.10 Appropriation Amount: \$128,442.10
If not, explain funding source:	
ORG/OBJ/Project Code: 19500-43167	Descriptor: DoIT Software Subscriptions

Background Information: The Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other Elected and Appointed officials. WinCo DoIT uses multiple Rubrik backup devices to ensure reliable, ransomware resilient backups to protect the County in order to restore from accidental and intentional data loss scenarios. This is the annual licensing for continued usage of our backup system.

Rubrik is the County's backup solution and licensing is provided only through a Rubrik reseller. CDWG has been the County's reseller since we purchased the original devices. The price quoted comes directly from Rubrik through CDWG, and is on the National IPA Technology Solutions collective agreement (2010811), see Resolution Exhibit A.

Recommended By: Chief Information Officer, Dan Magers

Follow-Up Steps: Purchasing Department will issue a Purchase Order to CDWG in the amount of \$128,442.10.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2024 CR

RESOLUTION AWARDING CYBERSECURITY BACKUP ANNUAL LICENSING

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for all departments; and

WHEREAS, WinCo DoIT uses multiple Rubrik backup devices to ensure reliable, ransomware resilient backups to protect the County in order to restore from accidental and intentional data loss scenarios; and

WHEREAS, with current best practices and updated licensing options from Rubrik, an upgrade to the Enterprise licensing for our devices allows DoIT to more effectively monitor sensitive data, dynamically contain threats, and orchestrate recovery scenarios; and

WHEREAS, WinCo DoIT recommends a cybersecurity backup licensing upgrade to protect the County from the ever-increasing security threats that emerge on a daily basis; and

WHEREAS, the Operations and Administrative Committee concurs with this request and recommends approval by the Winnebago County Board.

THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois., hereby authorizes the Purchasing Department to execute a purchase order to CDWG for a cybersecurity Backup licensing upgrade.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Chief Information Officer, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2024.

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

DAN MAGERS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NVMS914	4/3/2024	NVMS914	5336053	\$128,442.10

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Rubrik Foundation Edition License + Premium Support Mfg. Part#: RS-BT-FE-PE-PP Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	60	7144057	\$560.86	\$33,651.60
Rubrik Premium Support - extended service agreement - 1 month - shipment Mfg. Part#: RS-HW-SVC-PE-S2 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7144894	\$3,148.55	\$3,148.55
RUBRIK RANSOMWARE INVESTIGATE LIC Mfg. Part#: RS-BT-RAD-PE-PP Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	60	7156359	\$174.32	\$10,459.20
Rubrik Foundation Edition License + Premium Support Mfg. Part#: RS-BT-FE-PE-PP Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	60	7144057	\$560.86	\$33,651.60
Rubrik Premium Support - extended service agreement - 1 month - shipment Mfg. Part#: RS-HW-SVC-PE-S2 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7144894	\$3,148.55	\$3,148.55
RUBRIK BUS ED USABLE BETB SABLE LIC Mfg. Part#: RS-BT-BE-PE-PP Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	60	7144910	\$739.71	\$44,382.60

SUBTOTAL	\$128,442.10
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$128,442.10

PURCHASER BILLING INFO	DELIVER TO
Billing Address: COUNTY OF WINNEBAGO 404 ELM ST STE 506 RM 202 ROCKFORD, IL 61101-1225 Phone: (815) 319-4444 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: COUNTY OF WINNEBAGO IT 404 ELM ST STE 506 ROCKFORD, IL 61101-1225 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Philippe Stapp | (866) 551-9995 | philsta@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$128,442.10	\$3,634.91/Month	\$128,442.10	\$4,179.51/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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For more information, contact a CDW account manager.

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Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department
Committee Name: Operations and Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding Purchase of Two Vehicle Pool Replacements Using CIP 2024 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$155,000
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? \$155,000	
Over or Under approved amount? UNDER	By: \$85,295
Reason for ARPA or CIP increase? N/A	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46410-C2421 Descriptor: CIP 24-Automobile	
Budget Impact? \$69,705	

Background Information: The Purchasing Department manages a fleet of (12) vehicles for the Winnebago County Vehicle Pool. Within this vehicle pool, the following departments have vehicles, (5) Planning, (2) Public Defender and (5) the County Vehicle Pool which allows departments to request vehicles for various county business.

The intent of purchasing two vehicles will be that we sell two vehicles that each have about 170,000+ miles and shift vehicles around the entire 12 vehicle fleet to better accommodate the vehicle pool needs. The two new vehicles will go into the County Vehicle Fleet then shift two existing County Fleet Vehicles to the Planning Department.

Currently, we are requesting to purchase two vehicles. A 2023 Ford Edge that is available for immediate delivery from Rock River Ford, for \$35,968, a discounted price (See Resolution Exhibit A). The second vehicle request is a 2024 Ford Escape that is available for immediate delivery from Manning Ford for \$33,737, a discounted price (See Resolution Exhibit B).

Purchasing obtained three quotes to purchase both vehicle options (See Resolution Exhibit A and B). Quotes include dealer discounted pricing and government GSA pricing for vehicles. There is no additional outfitting required for these vehicles.

Recommended By: Hope Edwards, Director of Purchasing

Follow-Up Steps: Purchasing Department will issue Purchase Orders to obtain the vehicle purchases.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

**RESOLUTION AWARDING PURCHASE OF TWO VEHICLE POOL REPLACEMENTS
USING CIP 24 FUNDS**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and

WHEREAS, the Winnebago County Vehicle Pool requested the purchase of two vehicle replacements using CIP 24 funds; and

WHEREAS, the Purchasing Department obtained quotes for price and delivery, resulting in the lowest price and best lead time from Rock River Ford and Brad Manning Ford; and

WHEREAS, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for the Two Vehicle Pool Replacements, (Resolution Exhibit A and B) and recommends awarding the purchases to Rock River Ford and Brad Manning Ford., respectively.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue Purchase Orders, on behalf of Winnebago County to Anderson Dealerships, Inc., DBA Rock River Ford, 224 North Alpine Road, Rockford, Illinois in the amount of \$35,968 and Brad Manning Ford, 402 Manning Drive, PO Box 428, Dekalb, IL in the amount of \$33,737.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Finance Director, County Administrator, County Sheriff, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

QUOTE TAB 24NB-2375 VEHICLE POOL REPLACEMENTS			
	Rock River Ford	Hamblock Ford	Manning Ford
2023 Ford Edge*	\$ 35,968	\$ 41,680	\$ 37,995
Total	\$ 35,968	\$ 41,680	\$ 37,995



Date: 10/31/2024
 Salesperson: Mitch Edler
 Manager: Mitch Edler
 Customer ID #: 177639

FOR INTERNAL USE ONLY

BUSINESS NAME	COUNTY OF WINNEBAGO	Home Phone :
CONTACT	404 ELM ST	
Address :	ROCKFORD, IL 61101	Work Phone : (815) 961-9648
	WINNEBAGO CO	
E-Mail :	cow@gmail.com	Cell Phone :

VEHICLE			
Stock # :	FT26494	New / Used :	New
VIN :	2FMPK4G92PBA26494	Mileage:	3350
Vehicle :	2023 Ford Edge	Color :	STONE BLUE META
Type :	SE 4dr All-Wheel Drive		K4G

Market Value Selling Price	39,935.00
Discount	4,500.00
Adjusted Price	35,435.00
Doc Fee	358.03
Non Tax Fees	175.00
Balance	35,968.03

Customer Approval: _____ Management Approval: _____
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

QUOTE TAB 24NB-2375 VEHICLE POOL REPLACEMENTS			
	Manning Ford	Hamblock Ford	Rock River Ford
2024 Escape	\$ 33,737	\$ 35,750	\$ 35,778
Total	\$ 33,737	\$ 35,750	\$ 35,778



Date: 11/7/2024
Salesperson: Eric Kilmer
Manager: Eric Kilmer

FOR INTERNAL USE ONLY

CUSTOMER	Winnebago County	Home Phone :
	404 ELM ST STE 202	
Address :	ROCKFORD, IL 61101	Work Phone : (815) 319-4386
	WINNEBAGO	
E-Mail :		Cell Phone : (815) 319-4386

VEHICLE

Stock # :	NSA63421	New / Used :	New	VIN :	1FMCU9MN0RUA63421	Mileage: 11
Vehicle :	2024 Ford Escape	Color :	Carbonized Gray			
Type :	ST-Line 4dr All-Wheel Drive		U9M			

Market Value Selling Price	34,400.00
Discount	1,229.00
Adjusted Price	33,171.00
Taxable Fees (Estimated)	35.00
DealerDoc	358.03
Non Tax Fees	173.00
Balance	33,737.03

Customer Approval: _____ Management Approval: _____
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Resolution Executive Summary For CIP Projects

Prepared By: Purchasing Department for Facilities
Committee Name: Operations and Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding LED Upgrades for Courthouse Garage Tunnel Using CIP 2024 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$60,000
If not, originally budgeted, explain the funding source? N/A	
If ARPA or CIP funded, original Board approved amount?	
Over or Under approved amount? UNDER	By: \$25,457
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46320-C2424 Descriptor:	
Budget Impact? \$34,542	

Background Information: In September 2024, IFB #24B-2369 - LED Upgrades for the lower-level Courthouse Garage Tunnel went out for bid to upgrade the lighting in the parking garage. This project yielded four (4) bids, one being unresponsive. This pricing reflects the ComEd Rebate Discount Program and accounts for 115 light fixture replacements.

The lowest bid among the four (4) submissions for the Courthouse was also received from Helm Electric, See Resolution Exhibit A.

The Invitation for Bid was emailed to 40 potential bidders and local suppliers, including IBEW Local 364, Project First Rate, and was also publicly advertised in the RRStar and on County website.

Recommended By: Shawn Franks, Facilities

Follow-Up Steps: Purchasing Department will issue a purchase order to Helm Electric in the amount of \$34,542

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2024 CR

RESOLUTION AWARDING LED UPGRADES FOR COURTHOUSE GARAGE TUNNEL USING CIP 2024 FUNDS

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the Courthouse garage needs upgraded LED lighting; and,

WHEREAS, the Winnebago County Purchasing Department accepted bids for LED Upgrades for Courthouse Garage Tunnel – Bid IFB#24B-2369; and

WHEREAS, bids were received from four vendors; and

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposals received for the aforementioned project and recommends awarding the contract as follows:

HELM ELECTRIC
5280 11TH STREET
ROCKFORD, ILLINOIS 61109

(See Bid Tab, Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$34,542, with HELM ELECTRIC, 5280 11TH STREET, ROCKFORD, ILLINOIS 61109.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Facilities, Purchasing Department, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

BID TAB

24B-2359 LED UPGRADES COURTHOUSE GARAGE TUNNEL

BID OPENING- OCTOBER 23, 2024 - 2:00 P.M.

VENDOR	OGNI GROUP Wood Dale, IL	HELM ELECTRIC Rockford, IL	WILSON ELECTRIC CO. Rockford, IL	DOMINION LIGHTING Elmhurst, IL
LABOR	\$49,448.00	\$25,933.85	\$27,000.00	Non-Responsive
MATERIALS	\$15,299.00	\$8,608.50	\$13,850.00	Non-Responsive
TOTAL	\$64,747.00	\$34,542.35	\$40,850.00	Non-Responsive

Winnebago County Purchasing Department
 404 Elm St, Rm 202, Rockford, IL 61101 | www.wincoil.gov
 Phone: (815) 319- 4380 | Email: purchasing@purchasing.wincoil.gov



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department for the States Attorney Office
Committee Name: Operations & Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding Flooring Replacement for the States Attorney Office Using CIP 23 PSST Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$90,000
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? \$90,000	
Over or Under approved amount? OVER By: \$55,000	
Reason for ARPA or CIP increase? N/A	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46320-C2332 Descriptor: CIP 23 PSST Funds Budget Impact? \$145,000	

Background Information: The flooring in the States Attorney Office is in need of replacement. It is in disrepair with rips, tears, stains and major wear and tear. For this renovation, tile carpet was requested for the bid specifications which will allow for better long-term repair and replacement of the carpet itself. A high-performance luxury vinyl tile (LVT) hard surface product will be used for the entryway, hallways and staff common areas to allow for easy cleaning and minimal wear and tear on high traffic surface areas. The flooring was submitted to be replaced using CIP 23 PSST Funds.

This project 24B-2366 yielded (4) bids with the lowest bid received from Benchmark Flooring, Inc. (See Resolution Exhibit A).

The Invitation to Bid was emailed to 12 potential bidders and local suppliers. It was also publicly advertised in the RRStar and on the County website. The Pre-Bid Meeting was mandatory and we had 7 attendees representing 7 companies.

Recommended By: The States Attorney Office and Facilities Department

Follow-Up Steps: Purchasing will prepare the Purchase Order to Benchmark Flooring Inc. in the amount of \$145,000.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

RESOLUTION AWARDING FLOORING REPLACEMENT FOR THE STATES ATTORNEY OFFICE USING CIP 23 PSST FUNDS

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, The States Attorney Office is in need of flooring replacement; and,

WHEREAS, the County went out for Bid #24B-2366 Flooring Replacement at States Attorney Office; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid Tab (Resolution Exhibit A) for the aforementioned purchase and recommends awarding to:

Benchmark Flooring, Inc.
8197 Commerce Drive
Loves Park, IL 61111

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$145,000 to Benchmark Flooring Inc, 8197 Commerce Drive, Loves Park, Illinois 61111.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the States Attorney Office, Director of Purchasing, Finance Director, Facilities Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



WINNEBAGO COUNTY

ILLINOIS

BID TAB

24B-2366 FLOORING REPLACEMENT AT WINNEBAGO STATES ATTORNEY OFFICE

BID OPENING - OCTOBER 16, 2024@ 10:00 AM

VENDOR NAME	Benchmark Flooring Inc. Loves Park, IL	Boss Carpet One LLC Dixon, IL	Carpet Mill Outlet USA Roscoe, IL	Tiles In Styles DBA TAZA South Holland, IL
5TH FLOOR OFFICE CARPET COST	\$14,225	\$15,235	\$23,739	\$38,037
5TH FLOOR PUBLIC SPACE CARPET COST	\$6,100	\$7,920	\$9,387	\$16,887
5TH FLOOR LVT COST	\$700	\$1,010	\$1,703	\$3,786
6TH FLOOR OFFICE CARPET COST	\$29,750	\$38,720	\$45,985	\$43,853
6TH FLOOR PUBLIC SPACE CARPET COST	\$14,000	\$16,645	\$18,503	\$22,864
6TH FLOOR LVT COST	\$7,000	\$14,850	\$13,867	\$16,750
7TH FLOOR OFFICE CARPET COST	\$29,347	\$32,895	\$39,200	\$55,006
7TH FLOOR PUBLIC SPACE CARPET COST	\$12,578	\$15,150	\$14,775	\$59,250
7TH FLOOR LVT COST	\$11,000	\$19,210	\$17,446	\$24,454
8TH FLOOR OFFICE CARPET COST	\$13,425	\$17,375	\$21,404	\$23,142
8TH FLOOR PUBLIC SPACE CARPET COST	\$5,975	\$6,955	\$6,827	\$8,259
8TH FLOOR LVT COST	\$900	\$2,500	\$1,708	\$3,950
TOTAL PROJECT COST	\$145,000	\$169,600	\$214,544	\$316,238



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department
Committee Name: Operations & Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding Public Safety Building Design-Build Contract to Ringland-Johnson Construction Using ARPA Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$32,000,000
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? \$32,000,000	
Over or Under approved amount? N/A By: \$0.00	
Reason for ARPA or CIP increase?	
If ARPA funded, was it approved by Baker Tilly? YES	
ORG/OBJ/Project Codes: 61300-46320-RP028 - \$24,121,465 Descriptor: ARPA Funds \$7,879,535 CIP Funds	
Budget Impact? \$32,000,000	

Background Information: The Public Safety Building Design-Build project involved several key committee members across multiple departments who worked closely with Huffman & Keel Partners and consultants to develop the priorities for this project.

As you recall, those include a new Family Court Center, MEP Infrastructure upgrades and demolition of the existing third and fourth floors for future use.

In April of 2024, Purchasing issued RFP #24P-2320. Five (5) submissions were received (See Resolution Exhibit A). As a part of the design-build process, the evaluation team short listed to three (3) finalists in the procurement process. It was an extensive process with multiple site visits, issuing clarifications, scheduling presentations and committee evaluation meetings. The evaluations pointed to awarding the design-build contract to Ringland-Johnson Construction.

Upon receiving Operations & Administrative recommendations, staff proceeded through contract negotiations with Ringland-Johnson Construction. The State's Attorney Office and Private Counsel reviewed the attached AIA (See Resolution Exhibit B).

This project will first expend all available ARPA funds with the remainder of the project to be funded with CIP funds.

Recommended By: Evaluators and Project Sub-Committee

Follow-Up Steps: Purchasing will execute the attached contract and route for appropriate signatures.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

**RESOLUTION AWARDING PUBLIC SAFETY BUILDING DESIGN-BUILD CONTRACT TO
RINGLAND-JOHNSON CONSTRUCTION USING ARPA FUNDS**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the County is in need of renovating the Public Safety Building; and,

WHEREAS, the County will enter into an agreement with Ringland-Johnson Construction for the Public Safety Building design-build contract;

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposal Tab (Resolution Exhibit A) and contract (Resolution Exhibit C) for the aforementioned purchase and recommends awarding to:

**RINGLAND-JOHNSON CONSTRUCTION
1725 HUNTWOOD DRIVE
CHERRY VALLEY, IL 61016**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$32,000,000 to Ringland-Johnson Construction 1725 Huntwood Drive, Cherry Valley, IL 61016.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff's Office, Chief Information Officer, Director of Purchasing, Finance Director, Facilities Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

<div>PROPOSAL TAB</div> <div>24P-2320 PUBLIC SAFETY BUILDING DESIGN BUILD PROJECT PHASE I</div> <div>Friday, June 7, 2024 - 2:00 PM</div>					
General Contractor	Ringland-Johnson Construction	Sjostrom & Sons, Inc.	Stenstrom Construction Group	Harbour Contractors, Inc.	Scandroli Construction
Design Sub-Contractor	1919 Architects	Angus-Young Associates, Inc.	Venture Architects	Farnsworth Group	Larson & Darby

DRAFT AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 26th day of November in the year 2024
(In words, indicate day, month and year.)

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

Winnebago County
404 Elm Street
Rockford, Illinois 61101

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

Ringland-Johnson, Inc.
1725 Huntwood Drive
Cherry Valley, IL 61016

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

Develop a comprehensive design plan for a new mechanical, plumbing, fire protection and electrical system, the first and second floor buildouts for the family courts center and demo of the third and fourth floor and implement the construction of said plan.
Winnebago County Public Safety Building.
20 West State Street
Rockford, Illinois 61101

The Owner and Design-Builder agree as follows.

Owner is an Illinois County. This Contract is the result of the award of a Request for Proposal issued by Owner pursuant to the provisions of the Illinois Local Government Professional Services Selection Act pertaining to public contracts, particularly the provision of 55 ILCS 5-45 (the County Design-Build Authorization Act). The Request for Proposal, all Owner issued Addenda thereto, this Agreement, and Design Builder's Proposal form a part of this Contract. The terms of Illinois statutes applicable hereto and policies of the Owner shall govern all terms and conditions of this Contract as though fully set forth herein.

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.

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

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

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3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
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15	MISCELLANEOUS PROVISIONS
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B	INSURANCE AND BONDS
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

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

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

§ 1.1.1 The Owner's program for the Project:

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

- 1.) Infrastructure Basis of Design Docs
- 2.) Family Courts Center Schematic Floor plan.
- 3.) Demo of third and fourth floors.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.) as provided for in Owners RFP and Design Builder's proposals which are incorporated herein by reference.

« »

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

« »

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

« »

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

« »

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

«\$32,000,000.00 »

§ 1.1.7 The Owner's design and construction milestone dates: [Need preliminary Schedule]

.1 Design phase milestone dates:

« »

.2 Submission of Design-Builder Proposal:

« »

.3 Phased completion dates:

« »

.4 Substantial Completion date:

« »

.5 Other milestone dates:

« »

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

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

.1 Architect

« 1919 Architects
4000 Morsay Drive
Rockford, IL 61107
Attn: Zach Enderle, AIA
zach@1919architects.com »

.2 Consultants

« RJ Design Plus, Inc.
1725 Huntwood Dr.
Cherry Valley, IL 61016
Attn: Scott Mutton
smutton@ringland.com »

.3 Contractors

« »

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

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

« »

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

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

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

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

§ 1.2 Project Team

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

(List name, address and other information.)

Chris Dornbush
Chief Operating Officer
Winnebago County
404 Elm Street
Rockford, Illinois 61101
Cdornbush@admin.wincoil.gov

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

Ted Seele
Tseele@fm.wincoil.com
Jeff Duesterbeck
Jeffd@huffmankeel.com
Shawn Franks
sfranks@fm.wincoil.com

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

«Environmental Survey and any asbestos removal »

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

« »
« »
« »
« »
« »
« »

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

§ 1.3 Binding Dispute Resolution

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

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

☐ Arbitration pursuant to Section 14.4

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

« »

§ 1.4 Definitions

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

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

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

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

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

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

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

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

Owner shall pay Design Builder an amount not to exceed \$1,642,888.00 for all design costs which shall include, but not be limited to, all professional fees for the architect and engineering fees through the bid process. The Preliminary Budget Estimate as of October 4, 2024 is attached hereto as Exhibit 1. General Requirements for preconstruction services will also be incurred prior to finalization of Guaranteed Maximum Price.

« »

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

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

« »

Individual or Position

Rate

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

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

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

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of «zero » percent («0 » %) of the expenses incurred.

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

§ 2.1.4.1 Payments are due and payable within 45 days of presentation of the Design-Builder's invoice. Amounts unpaid « » («45») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

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

«1» % «per month »

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

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

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

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

§ 3.1 General

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

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

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

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

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

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

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

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

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

§ 3.1.8 Progress Reports

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

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;

- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is not to exceed a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates including a monthly job cost detail report outlining labor (hrs, rates), material, equipment, and other.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Project schedule will show critical path as well as relationships tying activities to one another.

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

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

§ 3.1.11 Design-Builder's Submittals

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

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

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

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

authorizing the identified deviation. The Design-BUILDER shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

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

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

§ 3.1.13 Royalties, Patents and Copyrights

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

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

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-BUILDER shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-BUILDER, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

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

§ 3.1.15 Contingent Assignment of Agreements

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-BUILDER and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

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

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

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

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

§ 4.1 General

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

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

§ 4.2 Evaluation of the Owner's Criteria

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

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

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

«Guaranteed Maximum Contract Amendment in substantially the form of Exhibit A attached hereto.

»

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

§ 4.3 Preliminary Design

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

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

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

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

§ 4.4 Design-Builder's Proposal

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

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

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

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

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

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

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

§ 5.2 Construction

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

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

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

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

§ 5.3 Labor and Materials

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

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

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

§ 5.4 Taxes

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

§ 5.5 Permits, Fees, Notices and Compliance with Laws

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

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

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14. Design builder is to include contingencies and or allowances in their budget to account for unknown conditions.

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

the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. An equitable adjustment to the Contract Sum and Contract Time shall be made to accommodate any increased costs and/or time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

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

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

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's complete costs of Work, including but not limited to, costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2. Detailed backup must be provided for all costs incurred against each allowance.

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

§ 5.7 Key Personnel, Contractors and Suppliers

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

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

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

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

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections

made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

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

§ 5.10 Cutting and Patching

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

§ 5.11 Cleaning Up

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

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

§ 5.12 Access to Work

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

§ 5.13 Construction by Owner or by Separate Contractors

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

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

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

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

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

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

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

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

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

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

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

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

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

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

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

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

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

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

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

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

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

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

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

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

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

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

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

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

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

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

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

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

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

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

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

§ 7.3 Submittals

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

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

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

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

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof,

until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

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

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

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

§ 8.2 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

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

§ 9.2 Schedule of Values

Where the Contract Sum is based on a Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values for review and approval by the Owner, allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require; provided, however, Design-Builder shall have the right to make changes to individual line items within the schedule of values so long as the Guarantee Maximum Prices is not exceeded. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may

require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

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

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

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.
- .8 Failure to provide the appropriate job cost backup, including but not limited to: detailed job cost reports, sub pay applications, receipts, etc.

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

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

§ 9.6 Progress Payments

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

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

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

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

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

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

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

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

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

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

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

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable

objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

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

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build

Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

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

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

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

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the

Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

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

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

ARTICLE 13 TERMINATION OR SUSPENSION

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

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

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

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

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses

directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

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

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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

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

§ 13.2.2 Termination by the Owner For Cause

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

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

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

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 13.2.3 Suspension by the Owner for Convenience

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

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

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

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

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

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

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

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

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

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

§ 14.2.2 Procedure

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

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request

additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

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

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

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

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

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

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.4 Intentionally Deleted

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

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

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for

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

§ 15.3 Written Notice

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

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

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

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

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

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

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

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

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party

shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

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

§ 15.8 Interpretation

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

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

ARTICLE 16 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

« **§ 16.1** By signing the A141-2014 as revised, the Design-Builder hereby represents that (a) it has not employed or retained any company or person, working primarily for the Architect, to solicit or secure this agreement by improperly influencing the Owner or any of its employees in any professional service procurement process; (b) it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Design-Builder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement; and (c) it understands that for the violation of this provision, the Owner shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

§ 16.2 By signing the A141-2014 as revised, the Design-Builder hereby represents that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. The Design-Builder will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design-Builder agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause. »

ARTICLE 17 SCOPE OF THE AGREEMENT

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

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™–2014, Exhibit A, GMP, Design-Build Amendment (DRAFT),
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
- .4 BIM Execution Plan, Exhibit
- .5 Owner’s Request for Proposal Design Builder’s Proposal including:

«Exhibit E – Project Schedule

Exhibit F – Drawings

Exhibit G – RJC Professional Staff Billing Rates
Exhibit H – RJC Equipment Rental Billing Rates
Exhibit I – RJC Response to RFP Phase 1
Exhibit J – RJC Response to RFP Phase 2
Exhibit K – RJC Interview Presentation
Exhibit L – RJC Clarification Response
Exhibit 1 – RJC Preliminary Budget Estimate
»

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

OWNER *(Signature)*

«Joseph V. Chiarelli, Winnebago County Chairman
»


(Printed name and title)

DESIGN-BUILDER *(Signature)*

«Brent B. Johnson, President & CEO »« »

(Printed name and title)

EXHIBIT 1

<div>  <div> Winnebago County Public Safety Building RJC Preliminary Budget Estimate October 4, 2024 </div> </div>			
	Description		Budget
1			
2	Design Costs		\$1,642,888
3			
4	Demolition (1-4)		\$2,034,136
5			
6	1st Floor Interiors		\$665,914
7			
8	2nd Floor Interiors		\$3,642,765
9			
10	Other Building Items		
11	Courtroom Casework		\$1,700,000
12	Furniture		\$979,555
13	Elevators (4 New)		\$1,108,000
14	Subtotals - Courtroom Casework and Furniture		\$3,787,555
15			
16	MEP		
17	Fire Protection		\$700,730
18	Plumbing		\$1,050,000
19	HVAC		\$9,030,000
20	Electrical		\$5,110,000
21	Security, Communication Low voltage		\$901,503
22	Subtotals - MEP		\$16,792,233
23			
51	Indirect Costs		
52	General Requirements		\$1,264,493
53	Permits- City of Rockford	1.20%	\$307,117
57	Insurance	0.85%	\$256,165
58	Totals - Indirect Cost		\$1,827,775
59			
62	Design Builder Fee	3.25%	\$1,000,000
64			
65	Total Project Budget		\$31,393,266

GMP Target	\$32,000,000
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Alternates		Budget
1	Construction Contingency Allowance	Add 721,817
2	Payment & Performance Bonds (DB)	Add 361,023
3	Windows	Add 1,800,000
4	Insulate Under 3rd Floor Overhang	Add 664,000
5	Recommended VRF HVAC System	Deduct (2,250,000)
Grand Total		32,690,106

DRAFT AIA® Document A141® – 2014

Exhibit A

Design-Build Amendment

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

for the following PROJECT:

(Name and location or address)

Winnebago County Public Safety Building
420 West State Street
Rockford, Illinois 61101

THE OWNER:

(Name, legal status and address)

Winnebago County
404 Elm Street
Rockford, IL 61101

THE DESIGN-BUILDER:

(Name, legal status and address)

Ringland-Johnson, Inc.
1725 Huntwood Drive
Cherry Valley, IL 61016

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

TABLE OF ARTICLES

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

ARTICLE A.1 CONTRACT SUM

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

(Check the appropriate box.)

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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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

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

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

§ A.1.2 Stipulated Sum - Not Applicable

§ A.1.3 Cost of the Work Plus Design-Builder's Fee - Not Applicable

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

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

§ A.1.4.2 The Design-Builder's Fee:

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

Lump sum \$1,000,000 for the GMP (up to \$32,000,000), plus 3.25% to the GMP exceeds said amount.

§ A.1.4.3 Guaranteed Maximum Price

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

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

« »

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

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

(Provide information below or reference an attachment.)

« »

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

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

« »

§ A.1.4.3.4 Unit Prices, if any:

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

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

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

« »

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

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

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

« »

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 45 days thereafter. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than 45 days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

§ A.1.5.2 Progress Payments—Stipulated Sum - Not Applicable

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee - Not Applicable

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

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Less retainage of 5%.
- .4 Add Design-Builder's Fee. Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .5 Subtract retainage of 5% from that portion of the Work that the Design-Builder self-performs, designs costs, insurance, bonds (if applicable), and Design-Builder's General Requirements;
- .6 Subtract the aggregate of previous payments made by the Owner;
- .7 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .8 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

Upon Substantial Completion, all retainage shall be released less an amount equal to 150% of the estimated cost of any punch list items.

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

§ A.1.5.5 Final Payment

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

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

ARTICLE A.2 CONTRACT TIME

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

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

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

« »

Portion of Work

Substantial Completion Date

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

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

<< >>

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

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

Document

Title

Date

Pages

§ A.3.1.2 The Specifications:

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

<< >>

Section

Title

Date

Pages

§ A.3.1.3 The Drawings:

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

<< >>

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

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

Title

Date

Pages

Other identifying information:

<< >>

§ A.3.1.5 Allowances and Contingencies:

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

.1 Allowances *(see §5.6 of A141 Design-Build Agreement)*

.2 Contingencies *(None)*

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

<< >>

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

<< >>

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

<< >>

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

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

(Identify name, title and contact information.)

.1 Superintendent

<< >>

.2 Project Manager

<< >>

.3 Others

<< >>

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

<< >>

ARTICLE A.5 COST OF THE WORK

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

§ A.5.1.1 Labor Costs

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

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel wherever stationed, to the extent of time spent on Project.

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

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

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

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

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

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

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

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

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

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

§ A.5.1.5 Miscellaneous Costs

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

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

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

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

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

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

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

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

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

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

§ A.5.1.6 Other Costs and Emergencies

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

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

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

§ A.5.1.7 Related Party Transactions

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

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

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

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

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

- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

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

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

§ A.5.4 Other Agreements

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

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

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

§ A.5.5 Accounting Records

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

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

OWNER (Signature)

DESIGN-BUILDER (Signature)



DRAFT AIA® Document A141® – 2014

Exhibit B

Insurance and Bonds

for the following PROJECT:

(Name and location or address)

Winnebago County Public Safety Building
20 West State Street
Rockford, IL 61101

THE OWNER:

(Name, legal status and address)

Winnebago County
404 Elm Street
Rockford, Illinois 61101

THE DESIGN-BUILDER:

(Name, legal status and address)

Ringland-Johnson, Inc.
1725 Huntwood Dr.
Cherry Valley, IL 61016

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 26th day of November in the year 2024.

TABLE OF ARTICLES

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

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

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.

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

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ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

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

§ B.2.1.1 Commercial General Liability with policy limits of not less than \$5 million for each occurrence and \$5 million in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than \$2 million per claim and \$2 million in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

\$2 million per accident/aggregate limit

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$2 million per claim and \$2 million in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than \$1 million per claim and \$1 million in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than \$2 million per claim and \$2 million in the aggregate.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 **Additional Insured Obligations.** The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Performance Bond	\$32,690.00

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

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

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner and, as additional insureds, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ B.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ B.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ B.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ B.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ B.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any

applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

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

OWNER *(Signature)*

Joseph V. Chiarelli, Winnebago County Chairman
(Printed name and title)

DESIGN-BUILDER *(Signature)*

Brent B. Johnson, President & CEO
(Printed name and title)



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department
Committee Name: Operations & Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding Montel Technologies for Countywide Security Cameras and Integrator System Contract Using ARPA Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$7,490,782
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? 7,490,782	
Over or Under approved amount? OVER By: \$551,308	
Reason for ARPA or CIP increase? N/A	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 61300-46586-RP023 Descriptor:	
Budget Impact? \$8,198,692	

Background Information: The Countywide Security Cameras and Integrator System project involved several key committee members across multiple departments who worked closely with Heartland Consultants to develop the strategies for this project.

Upon its completion, the county will have a robust security camera system across all of its facilities. The second aspect of this project entails implementation of a new integrator system for the Winnebago County Jail and Detention Center. The upgrades to the integrator system will allow for enhanced technology to boost surveillance, internal access, movement control and allow for upgraded intercom communications throughout the Jail and Detention Center.

In November of 2023, Purchasing issued RFP #24P-2307. Seven (7) submissions were received (See Resolution Exhibit A and B). It was an extensive process with multiple site visits, issuing clarifications and committee evaluation meetings. The evaluations pointed to awarding the project to Montel Technologies.

Upon receiving Operations & Administrative recommendations, staff proceeded through contract negotiations with Montel Technologies (See Resolution Exhibit C).

Recommended By: Evaluators and Project Sub-Committee

Follow-Up Steps: Purchasing will prepare the Purchase Order to Montel Technologies for \$8,198,692.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

**RESOLUTION AWARDING MONTEL TECHNOLOGIES FOR COUNTYWIDE SECURITY CAMERA AND
INTEGRATOR SYSTEM CONTRACT USING ARPA FUNDS**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the County is in need of an updated security camera system as well as integrator system for the Winnebago County Jail and Detention Center; and,

WHEREAS, the County will enter into an agreement with Montel Technologies for the necessary camera and integrator system upgrades;

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposal Tab (Resolution Exhibit A) and contract (Resolution Exhibit C) for the aforementioned purchase and recommends awarding to:

**MONTEL TECHNOLOGIES
5701 INDUSTRIAL AVENUE
LOVES PARK, IL 61111**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$8,198,692 to Montel Technologies 5701 Industrial Avenue Rockford, IL 61111.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Sherriff's Office, Chief Information Officer, Director of Purchasing, Finance Director, Facilities Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

PROPOSAL TAB		
23P-2307 Countywide Security Camera & Integrator System		
Monday, January 29, 2024 - 2:00 PM		
Imperial Surveillance	Securitas Technology	Montel Technologies
Pro Com Systems	Black Creek Integrated Systems	SMG Security Holdings, LLC.
ADT Commerical		

Countywide Security Camera & Integrator Comparison					
Resolution Total Based on Proposal Submissions	SMG	Securitas	Montel	Pro Com	
<i>Includes all hardware, installation, licensing and 5 year warranty</i>	\$ 7,348,210.00	\$ 8,700,000.00	\$ 8,198,692.00	\$ 8,060,825.00	
<i>Warranty examples: Cameras would be included. Facilities would install but replace with proposed company.</i> <i>outside of warranty might include: Programing new equipment that WinCo Employees installed;</i>					
Optional Add-On Service Contract Estimates	CCTV Service Contract	\$ 35,136.00	\$ 35,136.00		\$ 17,320.00
Annual Agreements may be finalized separately	PLC Service Contract	\$ 21,600.00	\$ 21,600.00	\$ 60,000.00	\$ 21,600.00



AGREEMENT FOR THE COUNTYWIDE SECURITY CAMERAS AND INTEGRATOR SYSTEM

This Agreement ("Agreement") is made and entered into as of November 14, 2024, by and between **Montel Technologies, LLC** ("Montel"), and the **County of Winnebago, Illinois** ("County"). The County and Montel are each a "Party" and collectively "Parties."

WHEREAS, on November 2, 2023, the County issued RFP 23P-2307 for the Countywide Security Cameras and Integrator System ("Project"); and

WHEREAS, Montel, in response to RFP 23P-2307, submitted a proposal detailing the products and services to be provided for the Project ("Proposal Submission"); and

WHEREAS, the County has selected Montel and appropriate sub-contractor(s) to provide the products and services described in their Proposal Submission and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. Scope of Work

1.1. Montel shall provide hardware and technology integration services, including the installation and configuration of security cameras, network setup, and software integration, as outlined in the Proposal Submission and this Agreement.

1.2. Sub-contractor, Hartmann Electric shall provide all necessary electrical services, including installation, wiring, and electrical integration, as outlined in the Proposal Submission and this Agreement.

1.3. Montel and sub-contractor(s) will work collaboratively to ensure seamless delivery and installation of the Countywide Security Cameras and Integrator System.

1.4. All work performed by Montel and sub-contractor(s) will comply with the specifications and timelines detailed in the Proposal Submission and this Agreement. Further, all work under this Agreement shall be performed by members of the International Brotherhood of Electrical Workers (IBEW) Local 364 and be subject to the terms and conditions of the Collective Bargaining Agreement of IBEW) Local 364.

A. Montel and sub-contractor(s) shall require background checks on all of their employees that will be at any of the County buildings performing work under this Agreement.

B. Montel and sub-contractor(s) employees working at the Juvenile Detention Center shall be required to take Prison Rape Elimination Act (PREA) training and have Illinois Department of Children & Family Services (DCFS) - Cants checks.



2. Project Timeline

2.1. Montel shall commence work on the Project upon receiving an Award Letter and/or Purchase Order, from the County.

2.2. Montel and sub-contractor(s) shall complete the Project in accordance with the timeline specified in the Proposal Submission and this Agreement, with allowances for delays caused by circumstances beyond Montel's reasonable control.

3. Compensation

3.1. The County agrees to compensate Montel for the delivery of products and services as outlined in the Proposal Submission and this Agreement. No payments will be made to Montel beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

- Hardware & Installation Cost: \$8,198,691.30
- 5 Years Maintenance and Support: \$300,000.00
- Total Cost Project: \$8,494,691.30

3.2. Payments will be made according to the payment schedule agreed upon by the County and Montel, subject to approval by the County of completed milestones.

3.3. Reimbursable expenses, if any, shall be submitted to the County for approval prior to reimbursement.

3.4. All payments are subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

3.5 The funding source for this Project will be federal American Rescue Plan Act Funds, specifically, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). Therefore, Montel shall comply with all applicable local, state, and federal procurement laws and regulations, including the Purchasing Ordinance of Winnebago County and 2 CFR Part 200.317-327 (including Appendix II). The federal provisions are outlined on Exhibit A attached hereto and incorporated herein by reference.

4. Change Orders

4.1. Montel acknowledges and agrees that the quoted price is firm for the duration of the contract and absent a change in the scope of work by the County, changes orders are prohibited. In the event there are any changes to the scope of work by the County, it must be documented through a Change Order and agreed upon by all parties before the changes are implemented and any costs incurred.

4.2. The Parties acknowledge that any change Orders may impact the overall cost and timeline of the Project.

5. Warranties and Support

5.1. Montel warrant that all products and services provided under this Agreement will be free from defects in materials and workmanship for a period of [as specified by each manufacturer] from the date of installation.



5.2. Montel agree to provide ongoing support and maintenance as specified in the Proposal Submission.

5.3. The Parties represent and warrant that they have full power and authority to enter into this Agreement and to consummate the transactions contemplated herein and that they shall act in accordance with all applicable laws in performing their obligations and exercising their rights under this Agreement.

6. Liability and Insurance

6.1. Montel shall maintain appropriate insurance coverage as required by the County for the duration of the Project and as set forth herein.

Workers Compensation	Statutory
Employers Liability	
A. Each Accident	\$2,000,000
B. Each Employee-disease	\$2,000,000
C. Policy Aggregate-disease	\$2,000,000

Commercial General Liability

A. Per Occurrence	\$5,000,000
B. General Aggregate	\$5,000,000
1. General Aggregate- Per project	\$5,000,000
2. General Aggregate - Products/ Completed Operations	\$5,000,000
	\$2,000,000

Business Auto Liability

General Umbrella Excess Liability	\$5,000,000
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6.2. Montel shall defend, indemnify, keep and hold harmless the County's elected and appointed officials, its officers, representatives, agents and employees ("County Indemnitees") from and against any and all claims, demands, losses, suits, judgments, fines, settlements, attorney's fees, and reasonable expenses, any of all of which in any way arise out of negligent acts, errors or omissions, or willful misconduct of Montel, its employees, agents and subcontractors, and/or materials supplied under this Agreement, except to the extent of the County's negligence or willful misconduct, or claims under workers compensation. Montel expressly understand and agree that any insurance protection required of the Montel, or otherwise provided by Montel, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the County as herein above provided.

7. Termination

7.1. **For Breach.** The County may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to Montel, and the breach remains uncured at the end of thirty (30) days. If the County terminates this Agreement due to Montel uncured breach, Montel shall refund prepaid amounts on a prorated basis based on the effective date of termination.



7.2. Early Termination by County. In addition to termination under Sections 7.1 of this Agreement, the County may terminate this Agreement at any time with thirty (30) days written notice from the County to Montel. The effective date of termination will be the date the notice is received by Montel or the date stated in the notice, whichever is later. After the termination notice is received, Montel must restrict their activities, and those of any subcontractors, to activities pursuant to the direction of the County. Montel shall issue a refund to the County of any prepaid amounts on a prorated basis from the effective date of termination. Montel is not entitled to any anticipated profits on Montel's products and services and/or Montel's equipment that has not been provided to the County. County's licenses and rights granted hereunder shall immediately terminate and Montel shall no longer be obligated to provide any Maintenance Services. The County remains responsible for all fees incurred before the effective date of termination.

8. Notices

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of these services, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

IF TO THE COUNTY:

County of Winnebago, Illinois
Attn: Chairman Joseph Chiarelli
404 Elm Street, Room 533
Rockford, Illinois 61101

IF TO MONTEL:

Montel Technologies
Attn: Ray Montelongo, President

With a copy to:

Winnebago County Sheriff's Office
Attn: Sheriff Gary Caruana
650 W. State Street
Rockford, Illinois 61102

Such addresses may be changed by notice to the other Parties given in the same manner provided above. Any notice, demand, or request sent pursuant to this Section shall be effective upon receipt or refusal of delivery.

9. No Joint Venture or Partnership Relationship

This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Montel and the County. The rights and the obligations of the Parties are only those set forth in this Agreement. Montel must perform under this Agreement as independent contractors and not as representatives, employees, agents, or partners of the County. This Agreement is between the County



and independent contractors and, if Montel are individuals, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that: The County will not be liable under or by reason of this Agreement for the payment of any workers' compensation award or damages in connection with Montel performing the services required under this Agreement.

10. Third-Party Beneficiaries

The Parties agree that this Agreement is solely for the benefit of the County and Montel Technologies and nothing herein intended to create any third-party beneficiary rights for subcontractors or other third parties.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Montel hereby irrevocably submit, and will cause any subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

12. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations. This Agreement cannot be altered, amended, or modified except in writing executed by an authorized representative of each Party.

13. Severability

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be invalid, illegal, or unenforceable in any respect, for any reason, the validity, legality, and enforceability of the remainder of that provision, any other remaining provisions, and of the entire Agreement shall not in any way be affected or impaired thereby and shall be interpreted, to the extent possible, to achieve the purposes as originally expressed with the provision found to be invalid, illegal or unenforceable. Each provision hereof is intended to be severable, and the validity, legality, or enforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of the remainder of the Agreement.

14. Waiver

Neither the acceptance by the County, or any representative of the County, nor any payment for or acceptance of the whole or any part of the Services, nor any extension of time, nor any possession taken by the County shall operate as a waiver by the County of any portion of the Agreement, or of any power herein reserved or any right of the County to damages herein provided. A waiver of any breach of the Agreement shall not be held to be a waiver of any other or subsequent breach. Whenever under this Agreement, the County by a proper authorized representative waives Montel's performance in any respect or waives a requirement or condition to either the County's or Montel's performance, the waiver



so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the County may have waived the performance requirement.

15. Assignment

This Agreement inures to the benefit of and is binding upon the parties and their successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Parties. In no case will such consent relieve the other Parties from its obligations, or change the terms of this Agreement. Written notice must be provided to the other Parties, with the name of any proposed assignee and the reason for the assignment; consent to which shall not be unreasonably withheld.

16. Counterparts

This Agreement may be executed by any one or more of the Parties to this Agreement in any number of counterparts, including by facsimile transmissions, each of which shall be deemed to be an original, including those sent by facsimile transmission, but all such counterparts shall together constitute the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement as of the date first above written.

<Signature page follows>



MONTEL TECHNOLOGIES, LLC

By: _____
Name: Ray Montelongo
Title: President

COUNTY OF WINNEBAGO, ILLINOIS

By: _____
Name: Joseph V. Chiarelli
Title: Chairman of the County Board
of the County of Winnebago, Illinois

ATTEST:

By: _____
Name: Lori Gummow
Title: Clerk of the County Board
of the County of Winnebago, Illinois



Scope of Service

Project Scope Overview: Surveillance System Upgrade for Winnebago County Buildings

1. Project Overview

The project aims to replace the existing analog and legacy IP surveillance system across all County buildings with a modern, centrally managed **Genetec** IP-based video management system (VMS). The scope covers the installation and testing of new servers, video walls, IP cameras, and the creation of an integration path for future jail control system upgrades. Scope also includes demolition of all existing wiring and PCs, including proper disposal of e-waste. Finalize necessary items to be wiped or returned to owner during project update meetings.

2. Key Deliverables

- **Surveillance System Upgrade:**
 - Replace all existing analog cameras and infrastructure with a centralized IP-based surveillance solution.
 - Deploy either **Genetec** as the VMS platform for unified control and monitoring across all County buildings.
 - Integrator System Deliverables tied to Tridium/Niagara 4 installation
 - New Intercom Wiring
- **Servers and Core Infrastructure:**
 - **Management Servers:** Provide, install, and configure management servers to handle all core functions of the video management system.
 - **Mobile Servers:** Install and configure mobile servers to enable remote access and management of the system from mobile devices.
 - **Recording Servers:** Provide and configure recording servers to store video footage, ensuring compliance with retention policies.
 - **Video Walls:** Supply and install video wall systems in command/control centers for enhanced situational awareness.
 - **Client Workstations:** Provide, install, and program workstations for end users to access live and archived video footage.

3. AXIS IP Camera Deployment

- **Camera Installation:** Install **AXIS IP cameras** to replace existing analog and legacy IP cameras across all County buildings, ensuring improved video quality and advanced functionality.
- **Programming and Testing:** Fully program and test the cameras to ensure proper integration with the selected VMS platform. Cameras will be configured to align with the County's specific security policies and procedures.

4. System Integration & Future Expansion

- **Future Jail Control System Integration:**
 - Design and implement an integration path to support future upgrades to the jail's existing programmable logic controller (PLC) control system.
 - Provide any necessary licenses and programming to enable seamless integration between the upgraded VMS and the future controls system.
 - New Intercom Wiring will be provided throughout the system upgrade for the Jail and Detention Center Integrator System

5. Testing and Training

- Comprehensive system testing will be conducted to ensure full functionality of the installed components and software.
- **Training:** Provide training sessions for County personnel on the operation and management of the new surveillance system, including both the VMS and camera controls.

6. Project Timeline and Milestones

- The project will follow a phased implementation approach, with key milestones for server setup, camera installation, system testing, and final handover.

This project scope outlines a comprehensive upgrade that will provide enhanced security, improved video management capabilities, and future-proofing for upcoming jail system upgrades across County buildings.

Cameras Scope

Scope of Work: Camera Installation for 15 Locations

Camera Installation

- **Total Cameras:** 1,261 Axis Communication cameras will be installed across 15 different locations.
- **Camera Types:** Specific Axis camera models as defined in the project scope.
- **Locations:** Cameras will be distributed across the identified sites, with the exact number and placement determined per site requirements.

Storage and Software Configuration

- **SD Card Installation:**
 - Each camera will be equipped with a 128 GB SD card for edge recording, providing local storage for video data to ensure redundancy in case of network disruptions.
- **License Plate Recognition (LPR) Software:**
 - LPR cameras will be equipped with specialized software to capture and recognize license plates, enhancing security and monitoring at each location.

Mounting Hardware

- **Mounting Brackets:**
 - Cameras will be installed with appropriate mounting brackets as specified in the site-specific scope of work. The installation will ensure secure and optimal positioning for full coverage and functionality at each site.

Site-Specific Customization

- Installation will follow the detailed specifications and requirements outlined for each of the 15 locations, ensuring that the cameras, storage, software, and mounting hardware are tailored to the unique needs of each site.

This scope ensures that Montel Technologies will deliver a comprehensive, high-quality surveillance solution that meets the operational needs across all 15 locations.

Buildings

Administration Building

QTY.	PART NUMBER	DESCRIPTION
1	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
1	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
31	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
3	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
1	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
1	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
2	01620-001	IP Camera - AXIS - P39106-V White - 3MP Dome - Indoor - Elevator - H.264
2	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
2	01574-001	IP Camera Accessory - License - License Plate Verifier
42	01491-001	IP Camera Accessory - SD Card - 128GB
1	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
1	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

Adult Probation

QTY.	PART NUMBER	DESCRIPTION
5	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
57	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
1	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
2	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
1	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01574-001	IP Camera Accessory - License - License Plate Verifier
66	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount

1	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit
1	5505-081	IP Camera Accessory - AXIS - T94K01D - Pendant Kit - M4308-PLE

Animal Services

QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
12	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
3	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
1	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01574-001	IP Camera Accessory - License - License Plate Verifier
20	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

Carrie Lynn Children's Center

QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Indoor - MLPU - H.265
3	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
2	01574-001	IP Camera Accessory - License - License Plate Verifier
9	01491-001	IP Camera Accessory - SD Card - 128GB
2	5505-081	IP Camera Accessory - AXIS - T94K01D - Pendant Kit - M4308-PLE
2	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

Courthouse

QTY.	PART NUMBER	DESCRIPTION
3	01605-001	IP Camera - AXIS - M3116-LVE - 4MP Flat-Dome - Indoor/Outdoor - H.265
11	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
17	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
98	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
1	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
4	02218-001	IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265
3	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
2	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
5	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
2	01574-001	IP Camera Accessory - License - License Plate Verifier
148	01491-001	IP Camera Accessory - SD Card - 128GB
1	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE
1	5017-641	IP Camera Accessory - AXIS - T91A64 - Corner Bracket
1	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

E911

QTY.	PART NUMBER	DESCRIPTION
2	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
9	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
1	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
1	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01574-001	IP Camera Accessory - License - License Plate Verifier

15	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

Health Department

QTY.	PART NUMBER	DESCRIPTION
4	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
30	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
5	02218-001	IP Camera - AXIS - P3719-PLE - x4 2MP Dome - Outdoor - H.265
1	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
4	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01819-001	IP Camera - AXIS - Q3819-PVE - x4 5MP Dome - Outdoor - DLPU - H.265
4	01574-001	IP Camera Accessory - License - License Plate Verifier
47	01491-001	IP Camera Accessory - SD Card - 128GB
1	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
3	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE
2	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

Highway Department

QTY.	PART NUMBER	DESCRIPTION
3	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
5	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
12	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
5	5502-431	IP Camera Accessory - AXIS - T94A01D - Pendant Kit
5	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE



Justice Center

QTY.	PART NUMBER	DESCRIPTION
52	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
188	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
39	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
127	02327-001	IP Camera - AXIS - P3265-LV - 2MP Dome - Indoor - MLPU - H.265
2	02331-001	IP Camera - AXIS - P3268-LV - 4k Dome - Indoor - MLPU - H.265
4	02328-001	IP Camera - AXIS - P3265-LVE - 2MP Dome - Outdoor - MLPU - H.265
4	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
51	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
14	02218-001	IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265
80	01766-001	IP Camera - AXIS - Q9216-SLV - 4MP Dome - Indoor - Anti Ligature - H.264
13	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
5	01702-001	IP Camera - AXIS - Q1798-LE - 4k Bullet - Outdoor - H.264
3	01819-001	IP Camera - AXIS - Q3819-PVE - x3 5MP Dome - Outdoor - DLPU - H.265
10	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
3	01048-004	IP Camera - AXIS - P3807-PVE - 8MP Panoramic - Outdoor
8	01925-004	IP Camera - AXIS - Q6315-LE - 2MP PTZ - Outdoor - MLPU - H.265
13	01574-001	IP Camera Accessory - License - License Plate Verifier
603	01491-001	IP Camera Accessory - SD Card - 128GB
25	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
8	5502-431	IP Camera Accessory - AXIS - T94A01D - Pendant Kit
17	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

Juvenile Detention

QTY.	PART NUMBER	DESCRIPTION
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4	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
12	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
2	02327-001	IP Camera - AXIS - P3265-LV - 2MP Dome - Indoor - MLPU - H.265
5	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
4	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
2	02060-001	IP Camera - AXIS - P3818-PVE - x3 5MP Dome - Outdoor - DPLU - H.265
3	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
2	01048-004	IP Camera - AXIS - P3807-PVE - x3 5MP Dome - Outdoor - DLPU - H.265
28	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
3	01574-001	IP Camera Accessory - License - License Plate Verifier
65	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
4	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit
1	01190-001	IP Camera Accessory - AXIS - T94S01P - Conduit Back Box

Juvenile Justice

QTY.	PART NUMBER	DESCRIPTION
3	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
46	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
1	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
5	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
4	02218-001	IP Camera - AXIS - P3719-PLE - x4 2MP Dome - Outdoor - H.265
2	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
5	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
12	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
5	01574-001	IP Camera Accessory - License - License Plate Verifier
78	01491-001	IP Camera Accessory - SD Card - 128GB
5	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
5	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

Old Courthouse

QTY.	PART NUMBER	DESCRIPTION
3	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
24	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	02218-001	IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265
3	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
34	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

Public Safety

QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
10	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
6	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
4	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
4	01574-001	IP Camera Accessory - License - License Plate Verifier
26	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
4	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

River Bluff

QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
42	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02331-001	IP Camera - AXIS - P3268-LV - 4k Dome - Indoor - MLPU - H.265
7	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
8	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
3	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
3	01574-001	IP Camera Accessory - License - License Plate Verifier
64	01491-001	IP Camera Accessory - SD Card - 128GB
8	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE
8	5017-641	IP Camera Accessory - AXIS - T91A64 - Corner Bracket
8	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

Veterans Memorial Hall

QTY.	PART NUMBER	DESCRIPTION
6	01605-001	IP Camera - AXIS - M3116-LVE - 4MP Flat-Dome - Indoor/Outdoor - H.265
3	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
11	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
3	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
1	01620-001	IP Camera - AXIS - P39106-V White - 3MP Dome - Indoor - Elevator - H.264
1	01048-004	IP Camera - AXIS - P3807-PVE - x3 5MP Dome - Outdoor - DLPU - H.265
27	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
4	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit
2	01514-001	IP Camera Accessory - AXIS - T94N01L - Soffit Mount
2	02452-001	IP Camera Accessory - AXIS - TP3201-E - Soffit Mount

Public Safety Building to Justice Center Tunnel

12	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
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Video Management System Scope

The scope of work involves configuring a robust video management software (VMS) system to support 1,261 cameras and 1,725 intercoms across multiple facilities. The project includes integrating all cameras and intercoms into a centralized VMS, ensuring secure and efficient video monitoring and communication capabilities. This configuration will include setting up user roles and permissions, integrating intercoms for seamless video and audio communication, configuring camera and intercom views, and enabling remote and mobile access. The system will be optimized for performance, reliability, and scalability to meet the security and operational needs of the facilities.

1. Offsite and Mobile Viewing Configuration

- **Secure Remote Access:**
 - Configure **offsite and mobile viewing** for the Video Management System (VMS) using **SSL certificates** to ensure secure remote access without the need for a VPN or unsecure public IP addresses.
- **SSL Certificate Installation:**
 - Provide, install, and configure a **public SSL certificate** for the system.
 - Include the **annual cost** of the SSL certificate as part of the implementation.

2. AXIS IP Camera Configuration

- **Camera Integration:**
 - Integrate and configure all **new AXIS IP cameras** into the VMS, ensuring full compatibility and functionality within the system.
- **PTZ (Pan-Tilt-Zoom) Control:**
 - Set up software-based **PTZ control** for applicable cameras, including configuration of tours and home positions.
 - Implement **permission-based access** for PTZ features, ensuring only authorized users have control.

3. Analytics and License Plate Recognition

- **AXIS Object Analytics:**
 - Configure **AXIS Object Analytics** for all compatible camera models to enable intelligent monitoring features such as object detection and classification.
- **License Plate Verifier:**
 - Set up **AXIS License Plate Verifier** on select cameras to enable automatic license plate recognition and verification for enhanced security and monitoring.

4. User Interface and Role-Based Configuration

- **Graphical Mapping:**
 - Configure **graphical maps** for each user group role to enable intuitive navigation and control of the VMS based on role-specific requirements.
- **Client Configuration:**
 - Set up and configure **Desktop Client**, **Web Browser**, and **Mobile Access** clients to allow authorized personnel to access live and recorded video streams from various devices.
- **Active Directory Integration:**
 - Configure **Active Directory user permissions** based on groups and organizational units (OUs) provided by the County, ensuring role-based access control to the VMS.



5. Camera Views and User Roles

- **Camera View Setup:**
 - Configure camera views for each user role, providing customized views and access based on their responsibilities and permissions within the VMS.

6. Search and Monitoring Tools

- Provide and configure advanced **search tools** within the VMS to allow users to quickly search, filter, and retrieve video footage based on specific criteria such as time, motion, or event type.

7. Testing and Training

- **System Testing:**
 - Thoroughly test all components of the VMS, including remote access, camera configurations, PTZ control, analytics, and video walls, to ensure full functionality and performance.
- **Training:**
 - Provide comprehensive training for County personnel on the use of the VMS, including client access, camera control, search tools, and user role management.

8. Ongoing Support and Maintenance

- Offer post-implementation support for troubleshooting, system updates, and maintenance to ensure ongoing reliability and security of the VMS.

This scope of work outlines a comprehensive approach to implementing a secure, scalable, and feature-rich video management system for Winnebago County, ensuring centralized control, role-based access, and seamless remote and mobile viewing capabilities.

Network Video Recorders Scope

The scope of work involves providing and configuring **BCD servers or equivalent** to meet the video streaming and recording requirements specified in the project's server configuration scope. This includes the installation of high-performance servers with redundant power supplies, RAID configurations for storage reliability, and video graphics cards for hardware acceleration. The servers will be optimized to support continuous and motion-based video recording for 1,261 cameras, using H.265 and H.264 protocols with ZIP Stream enabled for efficient storage utilization. The system will ensure 90-day video retention with optional cloud storage for extended retention, supporting offsite and mobile viewing, and providing seamless integration with AXIS IP Camera edge recording for redundancy. All necessary network racks, cabling, and UPS systems will be included to ensure high availability and performance.

1. Infrastructure Setup

- **Network Racks and Power Supply:**
 - Provide and install **network racks** for optimal organization of recording servers and associated equipment.
 - Install **cable management devices** to ensure a clean and efficient setup for all cabling needs.
 - Provide and install **uninterruptible power supplies (UPS)** to ensure continuous operation of the recording equipment in case of power failures.
 - **115VAC power** for the servers and equipment will be provided by the County of Winnebago.

2. Server and Storage Installation

- **Network Video Recorders (NVRs):**
 - Supply, install, and commission **BCD Video or equivalent network video recorders** at designated locations or locations specified by integrator.
- **Server Configuration:**
 - Operating System: **Windows Server 2022** will be installed on all recording servers.
 - Configure **IDRAC Enterprise Licensing** for remote management and monitoring of the servers.
 - Equip all servers with **redundant power supplies** to ensure high availability and prevent downtime.
 - Configure **RAID 1** for operating system drives to ensure data integrity and fault tolerance.



- Set up **RAID 5/6/10** for recording drives to provide redundancy and performance for continuous video recording.
- Install **video graphics cards** to enable **hardware acceleration** for video processing.

3. Patch Cabling and Connectivity

- **Patch Cables:**

- Provide and install all necessary **patch cables** to connect servers, storage, and network switches, ensuring proper connectivity for the video recording system.

4. Recording Locations

- **NVR Installation 14 Locations:**

Network video recorders will be installed and configured at the following locations or where deemed necessary:

1. Administration Building
2. Adult Probation
3. Animal Services
4. Carrie Lynn Children's Center
5. Courthouse
6. E911
7. Health Department
8. Highway Department
9. Justice Center & Juvenile Detention
10. Juvenile Justice
11. Old Courthouse
12. Public Safety
13. River Bluff
14. Veterans Memorial Hall

5. Video Retention and Storage

- **90-Day Retention:**

- The system will be designed to store and retain video footage for a minimum of **90 days**. Montel Technologies must maintain video footage and any other data as required by the Illinois Local Records Act, 50 ILCS 205/3 and any applicable policy of the County or its' Winnebago County Sheriff's Office. Montel Technologies must not dispose of such records, services and data following the expiration of the relevant period without written notification to the County (and written approval if requested by the County).



- **Optional Cloud Storage:**
 - Provide an optional solution for **cloud archive storage** for a retention period of up to **2 ½ years**, with additional costs outlined separately.

6. Video Recording Parameters

- **Recording Groups and Retention Method:**
 - **Recording Group 1:** Ramp-up recording with **1 frame per second** continuous recording, increasing to **15 frames per second** during motion events (with estimated 40% motion).
 - **Recording Group 2:** Continuous recording at **15 frames per second**.
 - **Recording Group 3:** Continuous recording at **15 frames per second**.
- **Recording Protocols:**
 - **H.265 recording** for all cameras that support this format to maximize storage efficiency.
 - **H.264 recording** for select camera models that do not support H.265.
 - Enable **ZIP Stream** technology at medium compression across all cameras to further optimize video storage.

7. Redundant Video Recording

- **AXIS IP Camera Edge Recording:**
 - Configure **AXIS IP Camera Edge Recording** for redundancy, allowing cameras to record locally on **128 GB SD cards** in the event of server outages.
 - Set up **recorder backfill** functionality so that once the server is restored, video footage from the edge storage is automatically transferred back to the central recorder.

8. Warranty and Support

- **5-Year Manufacturer Warranty:**
 - All servers and recording equipment will come with a **5-year next business-day onsite manufacturer warranty**, ensuring prompt support and maintenance when needed.
 - A help desk support and ticketing platform will be provided to the County for troubleshooting and support.

9. System Testing and Commissioning

- After installation, all servers, storage, and recording systems will be tested to ensure they meet the project requirements and function as intended.



- Conduct full commissioning of the video recording system to verify that all servers, cameras, and software components are working correctly.

This scope of work provides a comprehensive solution for the server infrastructure required to support video surveillance recording, ensuring redundancy, high availability, and compliance with retention policies.

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Video Wall Scope

Video Wall Configuration

The scope of work includes the installation of new video walls in the Justice Central Command, Juvenile Central Command, and the Detective Room Central Command to provide comprehensive real-time monitoring and situational awareness. These video walls will be configured to display live camera feeds from the integrated video management system (VMS), enabling operators to view, control, and manage cameras efficiently across the facilities. Additionally, the camera system will be connected to the existing video walls in the Emergency Response Room, Security Office at the Courthouse, and Security Office at the Criminal Justice Center (CJC), ensuring seamless integration across all command centers. The configuration will support role-based access, allowing designated users to monitor specific cameras and areas based on security needs, while also enabling real-time video and analytics monitoring for faster decision-making and response.

Video Wall Installation:

- Install and configure video walls in key monitoring and control areas to provide centralized real-time surveillance capabilities.

Locations include:

1. **Justice Center Central Control Room**
2. **Juvenile Detention Control Room**
3. **Emergency Response Room**
4. **Security Office Courthouse**
5. **Security Office CJC (Criminal Justice Center)**

Camera Installation and Cat 6 Data Cabling Scope of Work

This scope of work includes the installation and configuration of **AXIS IP cameras** and the deployment of **CAT6 cabling** throughout the specified locations. All cameras will be installed per the layout provided in the **AXIS Site Designer**, with mounts and locations confirmed by the proposer. **CAT6 data cables** will be installed, terminated, and tested, with patch panels and surface jacks set up in network rooms. **Yellow CAT6 patch cables** will be used for easy identification, and all exposed cabling will be protected in **conduit or metal raceways**, with **rigid conduit** used in secure areas such as the **Justice Center, Juvenile Detention**, and **interview/detention areas**. A final test report will be provided to ensure all installations meet performance standards.

1. AXIS IP Camera Installation and Configuration

- **Camera and Mount Installation:**
 - Provide, install, and program **AXIS IP cameras** and necessary mounting hardware at all specified locations. **No alternates** to the specified camera models will be accepted.
 - Utilize the **AXIS Site Designer** tool for camera layout. The proposer is responsible for confirming all camera mounts and locations based on site-specific requirements.
- **AXIS License Plate Verifier:**
 - Provide licenses for the **AXIS License Plate Verifier** software for designated cameras, enabling automatic license plate recognition and verification.

2. Cabling and Termination

- **CAT6 Data Cable Installation:**
 - Provide, install, terminate, and test all **CAT6 data cables** required to connect the cameras to the network.
 - Terminate and label all cables and provide a **final test report** to ensure compliance with performance standards.
- **Patch Panels in Network Data Rooms:**
 - Provide and install **patch panels** in network data rooms, ensuring proper organization and labeling of all camera connections.
- **Field Cabling to Cameras:**
 - Install and terminate all field cabling, running **CAT6 data cables** to surface jacks. Use patch cables to connect the surface jacks to the IP cameras.
- **Yellow CAT6 Patch Cables:**

- Provide and install **yellow CAT6 patch cables** for all connections to ensure clear identification of camera network connections.
- **Elevator Data Cables:**
 - The County will provide the **CAT6 data cables** for IP cameras installed in elevators, and the proposer will handle installation and termination.

3. Protection and Conduit Requirements

- **Exposed Cabling:**
 - All exposed cabling will be protected by installing it in **conduit or metal raceway** for enhanced durability and safety.
 - In the **Justice Center, Juvenile Detention**, and all **interview/detention areas**, exposed cabling will be enclosed in **rigid conduit** to ensure compliance with security standards and prevent tampering.

This scope of work ensures that the installation of AXIS IP cameras and cabling will be executed with precision, protection, and compliance with the County's standards, resulting in a fully functional and secure surveillance system.

IP Intercom System

This scope of services involves upgrading 1,725 intercoms to a new **IP-based intercom system** within the **Winnebago County Justice Center and Juvenile Detention Center**. The project includes the removal of existing intercom units, installation of new IP intercom devices, and integration with the facility's network infrastructure. The new system will provide enhanced communication capabilities, centralized control, and improved monitoring, ensuring seamless operation across both centers. All devices will be configured, tested, and commissioned to meet the security and operational requirements of the facilities, with necessary training provided to staff for optimal system use. Winnebago County DoIT and Winnebago County Facilities and Sheriff's Department will participate in appropriate training.

Building Management System

This scope of services involves upgrading the existing **PLC system** for controlling jail cell doors to **Tridium's Niagara Framework** within the facility. The Niagara Framework is an open building management platform that integrates mechanical and electrical systems from various manufacturers into a single, unified control portal. The upgrade will allow for enhanced management and control of the jail cell doors, providing comprehensive insight into the entire facility's operations. By transitioning to the Niagara Framework, the facility will benefit from streamlined control, improved operational efficiency, and the ability to monitor and manage systems from a centralized platform, ensuring greater security and ease of use.

I. Unit Description and Improvements

A. Criminal Justice Center

1. PLC System Replacement and Control Upgrades:

- Replace all existing **PLC processors** and **PLC input/output cards** to ensure efficient and updated control of jail cell doors and other systems.
- **Un-terminate and re-terminate** existing PLC input/output cards onto new headend equipment, ensuring proper integration and functionality.

2. Touchscreen Control Stations:

- Upgrade **forty-five (45) existing touchscreen control stations** with new **PCs and touchscreen monitors** to modernize control operations.

3. Software and Licensing:

- Provide the **most up-to-date control software** for all systems.
- Supply new software **licenses for control computers** to ensure compliance and security, encompasses over 1200 licenses

4. Network and Communication Upgrades:

- Replace all existing **Ethernet switches** with new **10/100/1000 Ethernet switches** for faster and more reliable network performance.
- Replace existing **security network fiber modules** to enhance the communication backbone of the facility.
- Replace existing **data logging servers** with new systems for improved data retention and analysis.
- Upgrade the existing **intercom system** and provide **new Ethernet-based master stations** at all **forty-five (45) control locations**.

5. Spare Control Station and Additional Equipment:

- Provide one (1) spare **control station PC** as a backup for operational redundancy.
- Remove all obsolete equipment and install new systems.
- Ensure all penetrations for new equipment are properly sealed with **fire caulking**, including addressing abandoned penetrations.

6. Installation of all new Cat 6 cabling for Intercoms

Additional Considerations:

- Address any deficiencies or other requirements necessary for the **safe operation** of the system.
- Note: The facility includes approximately **616 IP cameras** that will need to remain operational throughout the upgrade process.

B. Juvenile Detention Center

1. Touchscreen Control Station and SMS PC Upgrades:

- Upgrade existing **touchscreen control stations** with new **PCs and touchscreen monitors**.
- Provide one (1) spare **control station PC** as a backup.
- Upgrade the existing **SMS PC** for improved security management.

2. Network and Intercom Upgrades:

- Replace existing **Ethernet switches** with new **10/100/1000 Ethernet switches** for better network performance.
- Replace the existing **intercom headend equipment** with new **digital equipment** for clearer and more reliable communication.
- Installation of all new Cat 6 cabling for 1725 Intercoms

3. Video Viewing and Network Integration:

- Integrate the control system with the video surveillance network to **call-up video images** from the door control system.
- Provide two (2) new **video viewing client PCs** and four (4) **video monitors** in the central control room for real-time surveillance and monitoring.
- Provide one (1) remote viewing **PC** and one (1) **video monitor** in the Superintendent's Office for off-site monitoring.

4. Equipment Removal and Safety Measures:

- Remove all old equipment and install new systems as specified.
- Ensure all penetrations are properly sealed with **fire caulking** and address any abandoned penetrations.

5. Additional Considerations:

- Address any other project deficiencies or safety requirements necessary for the **safe operation** of the system.



- Note: The facility includes approximately **86 IP cameras** that will need to remain functional during the upgrade.

This scope of work ensures a complete modernization of control and communication systems, improving operational efficiency, safety, and network reliability at both the Criminal Justice Center and Juvenile Detention Center.

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Maintenance/Monitoring Service Level Agreement



MAINTENANCE SERVICE: During the warranty period, in addition to manufacturer warranty services, Montel Technologies will provide maintenance services for the equipment and support for the Hardware & Software software pursuant to the statement of work.

Phone Support

Access to live support by the Montel Tech Customer Support team through a toll free number. Calls are answered by professionals that have been certified by leading product manufacturers to support their products and are experienced in troubleshooting and deploying both security and IT systems.

On-line Ticket System

An online ticket system allows customers to log issues, track progress, and communicate with support teams 24/7, ensuring efficient and organized resolution of queries.

On-Site Service Repair

Montel's field team will be dispatched to repair, remove, and install any device that is deemed bad in the field. If attic stock exists, the device will be replaced at the time of service and an RMA process on the failed device will be properly handled and returned to attic stock. If Attic stock does not exist, the device will be removed and RMA'd and reinstalled upon receipt.

Remote Desktop Support

Remote Desktop Support allows Montel's support staff to connect to the user's server and clients via either a VPN or web based support session. This capability provides skilled Desktop Support without the need to wait for a local technician to arrive on-site to begin troubleshooting issues.

Remote System Analyst Upgrades

Montel's support team can help plan for and apply available upgrades and patches to application server(s) using Remote Desktop Support. This allows for upgrades to be managed by the same support team that provides regular support to integrated systems.



SERVICE/WARRANTY EXCLUSIONS: Time and material will be charged to any hardware/software which have been defected or damaged resulting from operations other than its normal, customary, and authorized manner including vandalism, accidents, liquids, neglect, or acts of God.

Service Levels Response Times

Severity Level	Definition	Example (Surveillance)	Response Time
Critical (System Down) 1	Complete IoT network collapse, causing operational shutdown, immediate action required to restore functionality and prevent significant losses.	Video surveillance system completely offline, no live feed or recording, compromising security. Immediate action required to restore full functionality and security.	60 minutes
High (System Impaired) 2	Major IoT components malfunctioning, significantly reducing system efficiency and performance, urgent repair needed to avoid escalation.	Key cameras or recording equipment malfunction, significantly reducing coverage. Urgent repair needed to regain essential surveillance capabilities and coverage.	120 minutes during customer's business day
Medium (Minor Impact) 3	Partial IoT disruptions, slightly affecting performance with minimal operational impact, timely intervention recommended for optimization.	Intermittent camera outages or quality issues affecting some but not all areas. Timely maintenance recommended to restore full clarity and coverage.	Next business day
Low (Informational) 4	Minor IoT inconsistencies observed, not affecting overall performance, monitoring advised to gather data for future improvements.	Minor issues, such as timestamp inaccuracies or non-critical camera blurring, not impacting overall surveillance. Monitoring advised for eventual adjustment.	Next business day

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Assumptions

- The camera selection, recording parameters, server infrastructure, and device counts for this project were designed and provided by Winnebago County ("County") to meet their specific surveillance and security needs. If any changes are necessary due to inadequate design specifications or requested modifications to the equipment or device counts, a formal change order will be submitted for approval. Any adjustments to the scope, equipment, or design will require a written agreement between both agencies before implementation.
- All device counts for Proposal Submission are based off RFP and addendums issued.
- A dedicated fiber network (Layer 2) will be provided so cameras and Integrator system will be on its own network and not affected by bandwidth on the County network.
- Winnebago County DoIT will be the point of contact for all network related configuration and troubleshooting. The camera access will be limited to DoIT due to security measures. Further determinations will be finalized at the kick-off meeting.
- It is assumed that all necessary power for servers, building controls, and switches will be provided at each building location by the County.
- It is assumed that all facilities will have backup power in place for all servers, uninterruptible power supplies (UPSs), and switches to ensure continuous connectivity.
- No redundant Directory SQL database or servers included in pricing.
- Servers have 5-year warranty.
- Cameras have 5-year warranty.
- Intercom 5 Year Warranty.
- Pricing assumes that electronic Auto CAD files are available from County for our use in creating submittal drawings. CAD files are not available however, Heartland developed mapping and deliverables for this project. We are not agreeing to additional expenses for Auto CAD files.
- Emergency Response Room has computers to load video management software.
- PoE network switches provided, installed, and configured by the County.
- Dedicated Project Manager for the County.
- Dedicated office provided for dedicated Montel Tech configuration and setup.
- County to provide existing wiring diagrams of existing PLC systems.
- Card Access is not part of this project.
- No additional Servers for any custom software development.
- No backup cloud storage provided.
- Montel Technologies will obtain all required permits or associated fees.
- Provision or installation of conduit, wire, boxes, fittings, or other electrical installation. materials are not included unless specifically listed under Inclusions or Bill of Materials.
- Staging area will be provided where we can store ladder tools and parts.
- All user credentials for Active Directory will be managed by IT.
- No Warranty on County-Owned Equipment or cabling if any utilized.
- Montel will be responsible for all painting and ceiling tile replacements throughout

the project areas. This includes ensuring that all necessary materials and labor are arranged and completed in accordance with the project's timeline.

- Montel Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with the County by making agreed-upon modifications to the formal contract included in the Bid Documents, as needed or in response to additional requests or missed identification of device replacements.
- All networking switches provided by the county are exclusively dedicated to security, with no intermingling of other networks on the physical switches.
- Proposal does not include sales tax unless otherwise noted (or if tax exempt).

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Purchase Terms

1. Payment Terms:

- **Down Payment:** A down payment of 30% of the total hardware cost is required at the time of contract execution to initiate the order of equipment.
- **Hardware Payment:** The remaining 70% of the hardware cost is due upon submittal of the bill of lading.
- **Service Payments:** Service payments shall be made progressively, with invoices submitted biweekly. All payments are subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

2. **Installation:** Montel Technologies will install the equipment as per the agreed-upon schedule. Any delays caused by the buyer or third parties will be subject to rescheduling at Montel Technologies' convenience, with written notice provided to the County.

3. **Warranty:** Any equipment or products installed by Montel Technologies as part of providing the Services under this Agreement will carry only the warranty provided by the manufacturer, which Montel Technologies assigns to the County without any obligation on Montel Technologies' part. Upon the County's request, Montel Technologies will make reasonable efforts to assist the County in enforcing any third-party warranties. This warranty does not cover damage or defects caused by abuse, unauthorized modifications, improper or insufficient maintenance, improper operation, or normal wear and tear from regular use. NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE REGARDING ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

4. **Software Ownership:** All software developed by Montel Technologies remains the exclusive property of Montel Technologies unless an exclusive licensing agreement is signed by both parties. Without such an agreement, the buyer is granted a non-exclusive, non-transferable license to use the software.

5. **Confidentiality:** As otherwise required to be disclosed by law, all deliverables and reports, findings or information in any form prepared, assembled, encountered by, or provided by Montel Technologies under this Agreement are property of Montel Technologies. To the extent that Montel Technologies develops a work for County's sole and exclusive use, Montel Technologies will grant the County a royalty-free, worldwide, non-transferable, non-exclusive, perpetual right to use such work. Montel Technologies will retain all intellectual property rights and ownership in such work. Further, all Confidential Information provided to any Party must not be made available to any other individual or organization without the prior written consent to the other Party. Montel Technologies and Hartmann Electric must implement such measures as may be necessary to ensure that its staff and its subcontractors are bound by the confidentiality provisions contained in this Agreement. If Montel Technologies or Hartmann Electric are presented with a request for documents by any administrative agency or subpoena duces tecum regarding any records, data or documents which may be in their possession by reason of this Agreement, Montel Technologies and Hartmann Electric must immediately give notice to the County with the understanding the County will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Montel Technologies and Hartmann Electric, however, are not obligated to withhold the delivery beyond the time ordered by the court or administrative

agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. In the event the County receives confidential information from Montel Technologies or Hartmann Electric, the County may make any disclosure that is in the reasonable opinion of the County is legally required under the FOIA, see Section 6 below, or other legal requirement. The confidentiality provisions contained in this Agreement shall survive expiration or termination of this Agreement.

A. "Confidential Information" means non-public information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Montel Technologies pricing is Confidential Information and competition sensitive. However, if the County is required by law to disclose Montel Technologies pricing, to the extent allowed by law, the County will provide notice to Montel Technologies before disclosure.

6. **Freedom of Information Act.** All records/data that are possessed or provided by Montel Technologies or Hartmann Electric (or any subcontractors) in its service to the County are public records of the County pursuant to the Illinois Freedom of Information Act ("FOIA"), unless the records are exempt under FOIA. FOIA requires that the County produce records in a certain period of time. If Montel Technologies or Hartmann Electric receives a request from the County to produce records/data, Montel Technologies or Hartmann Electric shall do so within seventy-two hours (72) of the notice.
7. **Liability:** Montel Technologies is not liable for any indirect, incidental, or consequential damages arising out of the use of the equipment or software. The total liability of Montel Technologies shall not exceed the purchase price of the equipment.
8. **Cancellation:** Orders may be canceled within 7 days of placement without penalty. Cancellations after this period will incur a restocking fee of 20% of the total order value.
9. **Force Majeure:** Montel Technologies shall not be held liable for any delay or failure to perform any part of the contract due to circumstances beyond its reasonable control, including but not limited to acts of God, war, labor disputes, or governmental restrictions.
10. **Schedule Changes:** If the buyer makes any changes to the agreed-upon schedule after the start of the project, a change order may be issued to cover any inconvenience, delays, or additional fees incurred as a result of the changes, as provided by Section 11 below.
11. **Change Orders:** Montel acknowledges and agrees that the quoted price is firm for the duration of the contract and absent a change in the scope of work by the County, changes orders are prohibited. In the event there are any changes to the scope of work by the County, it must be documented through a Change Order and agreed upon by all parties before the changes are implemented and any costs incurred.
12. **Sales Tax:** Sales tax is the responsibility of the County. As a tax-exempt entity, the County will submit the appropriate exemption form to Montel Technologies.
13. **Governing Law, Compliance, and Indemnification Obligations:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to



choice of law principles. Montel Technologies hereby irrevocably submits, and will cause any subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Montel Technologies shall defend, indemnify, keep and hold harmless the County's elected and appointed officials, its officers, representatives, agents and employees ("County Indemnitees") from and against any and all claims, demands, losses, suits, judgments, fines, settlements, attorney's fees, and reasonable expenses, any of all of which in any way arise out of negligent acts, errors or omissions, or willful misconduct of the Montel Technologies, its employees, agents and subcontractors, and/or materials supplied under this Agreement, except to the extent of the County's negligence or willful misconduct, or claims under workers compensation. Montel Technologies expressly understand and agree that any insurance protection required of Montel Technologies, or otherwise provided by Montel Technologies, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the County as herein above provided.

14. Monitoring and/Intrusion: The parties acknowledge that Montel Technologies may provide monitoring and/or intrusion products designed to notify of certain events. However, these products are not intended to act as guarantees or insurance against any events they are designed to monitor or report. In line with industry standards and manufacturer requirements, Montel Technologies' indemnification obligations do not extend to losses caused by monitoring or intrusion products, or software provided. Montel Technologies shall not be liable for any losses to the County that arise from such products or software. The County agrees to indemnify, defend, and hold harmless Montel Technologies from any claims, lawsuits, damages, losses, or expenses made by third parties, but only to the extent that these claims arise from monitoring or intrusion products, or software provided under this contract.

15. Security & Title to Goods: Title to the goods and products sold hereunder shall be retained by Montel Technologies and shall not pass to the County until payment in full is received by Montel Technologies of the entire purchase price plus any extra or additional charges agreed upon. By acceptance of the proposal of Montel Technologies, the County agrees to execute any and all legally required financing statements and any and all other documents requested by Montel Technologies to protect the interest of Montel Technologies against the claims of any third parties in and to said goods and products. The County agrees that there shall be no claim, right, title, lien, or interest of any third party in and to the goods and products sold by Montel Technologies to the County until payment in full is made to Montel Technologies of the purchase price plus any extras or additional charges agreed upon.

16. Shipment: Shipment is F.O.B. shipping point. All goods are at the risk of the County from the time of delivery to the carrier. The equipment will be skidded or crated for domestic truck transfer, unless otherwise specified. Claims for loss or damage in transit are the responsibility of Montel Technologies. Montel Technologies understands and agrees that the initial acceptance of any delivery will not be considered as a waiver of any provision of this Agreement and will not relieve the Montel Technologies of its obligation to supply satisfactory services, hardware and equipment which conform to this Agreement. Shipping dates are not a guarantee of a particular day of shipment and are approximate, based upon present production information, and subject

to change per the production schedules existing at the time of receipt of the purchase order. Montel Technologies shall not be responsible for any delay in shipment due to causes beyond its reasonable control, including but not limited to war, riots, strikes, labor troubles causing interruption of work, fires, serious accidents, transportation delays, modification of order, any act of government priorities, or acts of God. All shipping costs shall be included in the original quote.

17. **Amendments:** Any amendments or modifications to these terms must be made in writing and signed by authorized representatives of both parties.
18. **Dispute Resolution Process:** In the event of any dispute between Montel Technologies and the County, Montel Technologies and the County shall first attempt to resolve the dispute in the field. If that attempt is unsuccessful, the parties shall then seek resolution through a meeting between authorized officers of each party. If settlement attempts remain unsuccessful, Montel Technologies hereby irrevocably submits, and will cause any subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
19. **Hazardous Materials:** For all projects except those involving new construction, County represents and warrants that to the best of County knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Montel Technologies will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. The County shall be responsible for any necessary abatement work at the work site. County shall indemnify, defend, and hold Montel Technologies, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Montel Technologies' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Montel Technologies.



EXHIBIT A

Federal Regulations

[2 CFR Part 200.317-327 \(including Appendix II\)](#)

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for



compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or



otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).



Resolution Executive Summary

Prepared By: Purchasing Department for Facilities
Committee Name: Operations & Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding Montel Technologies for Countywide Security Camera and Integrator System Maintenance & Support Contract

Budget Information

Budgeted: Yes	Amount Budgeted: \$300,000	Appropriation Amount: \$300,000
If not, originally budgeted, explain the funding source?		
ORG/OBJ/Project Codes: 61300-46586-RP023		Descriptor:

Background Information: This resolution follows up the Countywide Security Camera & Integrator System project for a maintenance and support agreement with Montel Technologies.

This agreement will allow for regular support and maintenance of the entire camera system countywide. As well as the integrator system within the Winnebago County Jail and Detention Center. This will be crucial to ensure we are able to properly maintain this technology investment for years to come. As well as maintain security and safety within our Winnebago Facilities.

A full-service break-fix contract for a physical security system typically includes round-the-clock support for diagnosing and repairing system malfunctions, covering all necessary parts and labor. It ensures timely responses to service requests, preventive maintenance checks, and system updates to minimize potential downtime. Additionally, the contract guarantees that certified technicians are available to maintain the system's functionality, enhancing overall reliability and security (See Resolution Exhibit A).

The value of this maintenance and support agreement is \$60,000 annually. This agreement would go into effect upon installation of the entire project.

This agreement will allow Winnebago County to enter a 3-year agreement with two 1-year renewal options that renew automatically, if preferred. Please reference the initial Montel Technologies contract for additional clarification.

Recommended By: Countywide Security Camera & Integrator Project Committee

Follow-Up Steps: Purchasing will prepare the Purchase Order to Montel Technologies for annual maintenance and support in the amount of \$60,000.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

**RESOLUTION AWARDING MONTEL TECHNOLOGIES FOR COUNTYWIDE SECURITY CAMERA AND
INTEGRATOR SYSTEM MAINTENANCE & SUPPORT**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the County is in need of maintenance and support regarding the countywide security camera and integrator system project; and,

WHEREAS, the County will enter into an agreement with Montel Technologies for maintenance and support for up to 3 years with annual renewal options up to a maximum of 5 years in total,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the contract for services for the aforementioned purchase and recommends awarding to:

**MONTEL TECHNOLOGIES
5701 INDUSTRIAL AVENUE
LOVES PARK, IL 61111**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$60,000 to Montel Technologies 5701 Industrial Avenue Rockford, IL 61111.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Sherriff's Office, Chief Information Officer, Director of Purchasing, Finance Director, Facilities Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Maintenance/Monitoring Service Level Agreement



MAINTENANCE SERVICE: During the warranty period, in addition to manufacturer warranty services, Montel Technologies will provide maintenance services for the equipment and support for the Hardware & Software software pursuant to the statement of work.

Phone Support

Access to live support by the Montel Tech Customer Support team through a toll free number. Calls are answered by professionals that have been certified by leading product manufacturers to support their products and are experienced in troubleshooting and deploying both security and IT systems.

On-line Ticket System

An online ticket system allows customers to log issues, track progress, and communicate with support teams 24/7, ensuring efficient and organized resolution of queries.

On-Site Service Repair

Montel's field team will be dispatched to repair, remove, and install any device that is deemed bad in the field. If attic stock exists, the device will be replaced at the time of service and an RMA process on the failed device will be properly handled and returned to attic stock. If Attic stock does not exist, the device will be removed and RMA'd and reinstalled upon receipt.

Remote Desktop Support

Remote Desktop Support allows Montel's support staff to connect to the user's server and clients via either a VPN or web based support session. This capability provides skilled Desktop Support without the need to wait for a local technician to arrive on-site to begin troubleshooting issues.

Remote System Analyst Upgrades

Montel's support team can help plan for and apply available upgrades and patches to application server(s) using Remote Desktop Support. This allows for upgrades to be managed by the same support team that provides regular support to integrated systems.



SERVICE/WARRANTY EXCLUSIONS: Time and material will be charged to any hardware/software which have been defected or damaged resulting from operations other than its normal, customary, and authorized manner including vandalism, accidents, liquids, neglect, or acts of God.