

Resolution No. 2-1

WHEREAS, Sangamon County (County) proposes to conduct renovations at the downtown Sangamon County Complex, and

WHEREAS, those renovations will include a new atrium entrance, enhanced security, information kiosks, a full reconfiguration of the first floor and a partial reconfiguration of the second floor, and

WHEREAS, the County wishes to retain the Farnsworth Group to prepare a detailed plan identifying all new and existing furniture, fixtures and equipment needs associated with the renovations, and

WHEREAS, included in its duties, the Farnsworth group will conduct program meetings with County staff, assist with the evaluation of vendor proposals and conduct final inspections of furniture, fixtures and equipment, and

WHEREAS, the County desires to finance all or a portion of the costs of the renovations to the Sangamon County Complex, including costs associated with furniture, fixtures and equipment needs, with proceeds of the 2021 Bonds or other obligations issued subsequent to the issuance of the 2021 Bonds (collectively, the “Debt Obligations”), and

WHEREAS, the Internal Revenue Code of 1986, as amended (the “Code”) authorizes the County to reimburse itself for capital expenditures that it made for capital improvements from the proceeds of such Debt Obligations, provided that certain requirements set forth in the Code are satisfied and the County recognizes that it may incur such expenditures with respect to Capital Improvement Program (the “Induced Expenditures”) prior to its receipt of the proceeds of any Debt Obligations; and

WHEREAS, the County reasonably expects to reimburse all or a portion of any Induced Expenditures with the proceeds of the Debt Obligations.

NOW, THEREFORE, BE IT RESOLVED, that the Sangamon County Board, in session this 22nd day of July, 2021, approves the acceptance of the proposal from the Farnsworth Group to prepare a detailed plan identifying all new and existing furniture, fixtures and equipment needs associated with the renovation of the Sangamon County Complex, at a cost not exceed \$68,000.00.

ATTEST:

County Clerk

Chairman Sangamon County Board
FILED RECEIVED

JUL 19 2021

JUL 19 2021

Don J. Hayes
Sangamon County Clerk

Andy Goleman
SANGAMON COUNTY AUDITOR

AIA[®] Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 22nd day of July in the year 2021
(In words, indicate day, month and year.)

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

Sangamon County
200 S. Ninth St.
Springfield, IL 62701

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

Farnsworth Group, Inc.
1 Northwest Old State Capitol Plaza
Springfield, Illinois 62701

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

Furniture, Fixtures and Equipment for the Addition and Renovation of the Sangamon
County Administration Building
200 S. Ninth St.
Springfield, IL 62701

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

- Conduct program meetings with the Sangamon County Staff to determine all furniture needs.
- Prepare a detailed furniture plan identifying all new and existing furniture and accessories for vendor proposals.
- Coordinate and arrange show room visits with vendors.
- Assist Sangamon County Staff with the evaluation of vendor's proposals.
- Select appropriate furniture finishes and fabrics, based on the Architect's interior finish selection.
- New furniture includes all workstations, private offices, conference rooms, public spaces and courtroom as shown on Exhibit A.
- For anticipated budget see Exhibit B.
- Conduct a final inspection of the installation and prepare a "punch list".

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

Init.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

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

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

A fixed stipulated sum of Sixty-Eight Thousand Dollars (\$68,000)

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Thirty-Six (36) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Reimbursable expenses include expenses incurred by the Architect in the interest of the Project for:

1. Expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
2. Long-distance communications;
3. Printing and reproductions;
4. Postage and handling of drawings and specifications;
5. Expense of overtime work requiring higher than regular rates, if authorized by the Owner;
6. Renderings and models requested by the Owner; and
7. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that stipulated in this Agreement.

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

OWNER *(Signature)*

ARCHITECT *(Signature)*

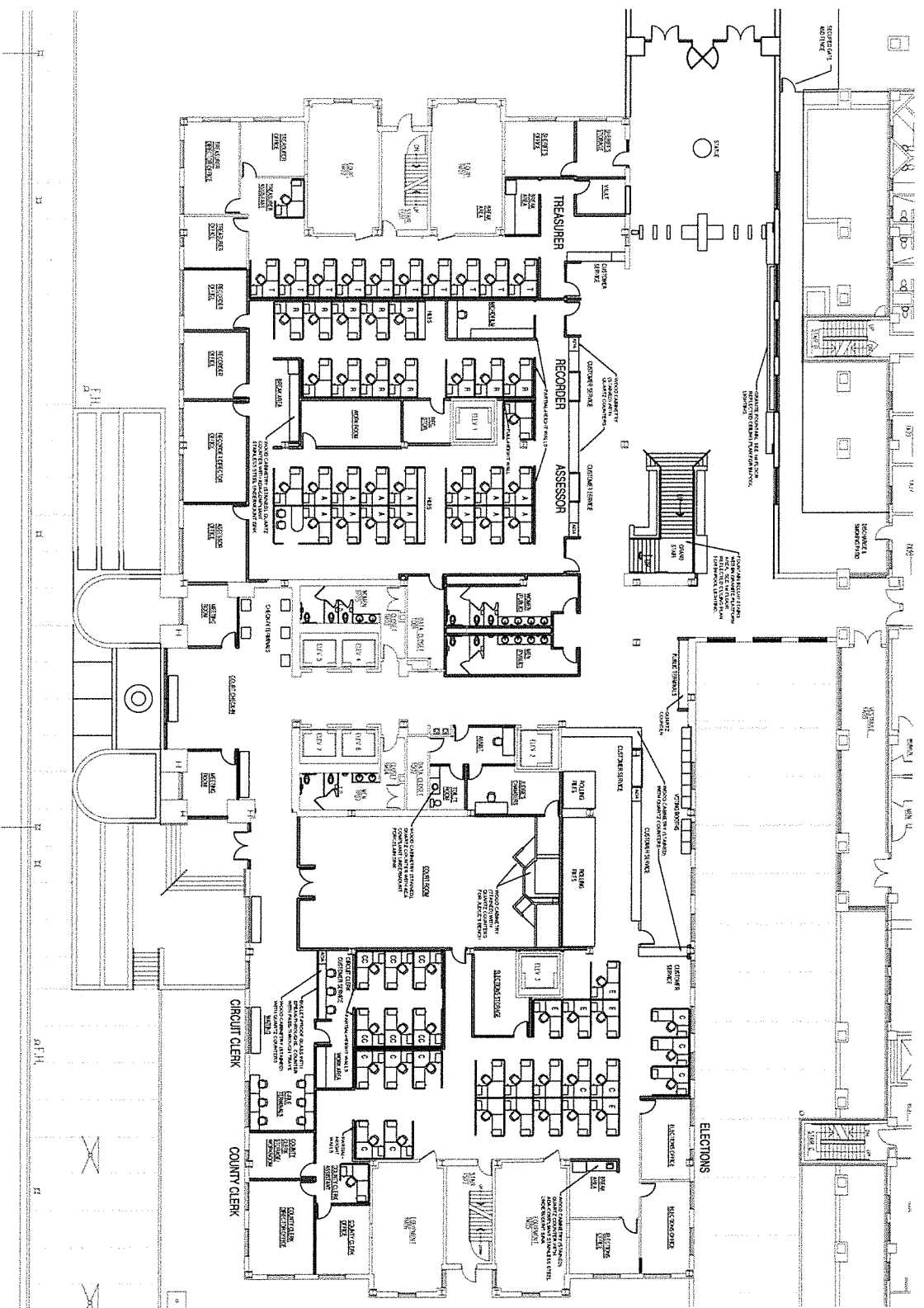
(Printed name and title)

(Printed name, title, and license number, if required)

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First Floor Plan

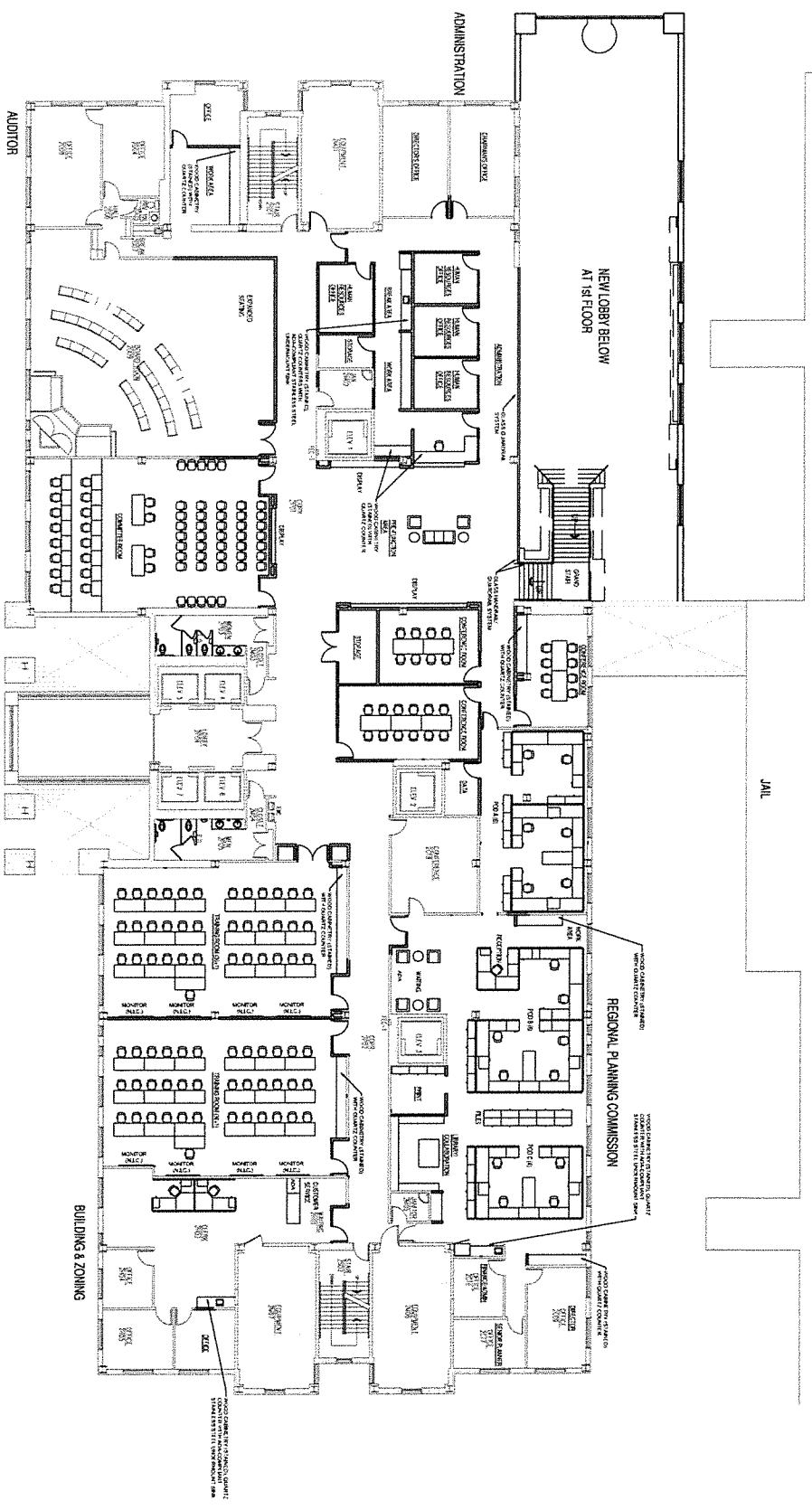
RENOVATION & ADDITION - SCHEMATIC DESIGN
 SPRINGFIELD, ILLINOIS | SEPTEMBER 30, 2020

SANGAMON COUNTY COMPLEX | Farnsworth Group

Exhibit A

7-2

Exhibit A



Second Floor Plan

RENOVATION & ADDITION - SCHEMATIC DESIGN

SANGAMON COUNTY COMPLEX



SPRINGFIELD, ILLINOIS | SEPTEMBER 30, 2020