



# COUNTY OF KENDALL, ILLINOIS

## FACILITIES MANAGEMENT AND TECHNOLOGY COMMITTEE

Monday, February 2, 2026 @ 4:00 p.m.  
Historic Courthouse: 3<sup>rd</sup> Floor Board Room  
110 W. Madison Street, Yorkville IL

### MEETING AGENDA

1. **Roll Call and Determination of a Quorum**  
Brian DeBolt - Chair  
Zach Bachmann  
Matt Kellogg  
Jason Peterson  
Brooke Shanley
2. **Approval of Agenda**
3. **Approval of December 1, 2025 Minutes**
4. **Public Comment**
5. **Old Business/Project Updates**
  - A. HVAC Replacement Project Update
  - B. UPS Replacement Project Update
  - C. Main Street Campus Improvements Project Update
  - D. Phase II County Office Building Renovations Update
6. **New Business/Projects**
  - A. **Review and Approve Motion to Forward to County Board:** Phase II Project Contingency Reduction #7: Total of \$26,556 with revised contract amounts as follows: Lite Construction \$2,730,542 (\$12,131 increase), CMM Group \$835,439 (\$7,636 increase), TSI Commercial Flooring \$609,245 (\$4,939 increase), Artlip & Sons \$880,040 (\$1,850 increase).
  - B. **Review and Approve Motion to Forward to County Board:** Main Street Campus Project Contingency Reduction #1: Total **credit** of \$43,833 with revised contract amounts as follows: Lite Construction \$393,587 (\$50,413 **credit**), Abbey Construction \$364,380 (\$6,580 increase).
  - C. **Review and Approve Motion to Forward to County Board:** UPS Replacement Project Contingency Reduction #1: Total of \$4,400 with revised contract amounts as follows: Morse Electric, Inc. \$457,475 (\$4,400 increase).
  - D. **Review and Approve Motion to Forward to County Board:** Agreement for Owner's Advisor with Dean Roberts in an amount not to exceed \$182,550.
7. **Chair Report**
8. **Executive Session**
9. **Other Business**
10. **Public Comment**
11. **Questions from the Media**
12. **Adjournment**

**COUNTY OF KENDALL, ILLINOIS  
 FACILITIES MANAGEMENT COMMITTEE  
 Meeting Minutes for Monday, December 1, 2025**

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**Call to Order** – Committee Chair Brian DeBolt called the Facilities Management Committee to order at 4:13 p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Bachmann, Zach			
DeBolt, Brian	Yes		
Kellogg, Matt	Yes		
Peterson, Jason			
Shanley, Brooke	Here		

**Others Present** – County Administrator Christina Burns, Facilities Director Dan Polvere, Assistant Facilities Director Luke Prisco, Director and Chief Information Officer Matt Kinsey

**Approval of Agenda** - Member Shanley made a motion to approve the agenda, seconded by Member Kellogg. **With three members present voting aye, the motion was carried by a vote of 3-0.**

**Approval of October 6, 2025, Meeting Minutes** – Member Kellogg made a motion to approve the agenda, seconded by Member Shanley. **With three members present voting aye, the motion was carried by a vote of 3-0.**

**Public Comment** - None

**Old Business/Project Updates**

- A. **HVAC Replacement Project Update** – Assistant Facilities Director Luke Prisco updated the committee the public safety center water cooler and freeze is completed ahead of schedule. Prisco stated more lighting is needed inside the cooler. No contingency money has been used. Prisco informed the committee 9 vav boxes and 1 air conditioner unit still needs to be installed.
- B. **UPS Replacement Project Update** – Assistant Facilities Director Luke Prisco stated the ups equipment has been delivered and the first building set for installation is the clerk’s building. Coordination with technology department has installation beginning on December 3<sup>rd</sup> tentative completion date of December 13<sup>th</sup>.
- C. **Animal Control Building Temporary Office/Storage Update** – Assistant Facilities Director Luke Prisco informed the committee trailer installation is complete and the staff is now operating out of the trailer. Prisco stated there are still a few more things that need to be moved out of the building, once complete contractors can enter the building.
- D. **Main Street Campus Improvements Project Update** – Facilities Director Polvere publicly thanked Rick Krischel and Ken Gleason for getting the project as far as they did, with it being the end of November. The balance of work to be completed is a small amount of landscaping, light pole installation, brick veneer around the trash enclosure, and the guardrail, which has been coned off temporarily. Contingency is still available on this project.
- E. **Phase II County Office Building Renovations Update** – Rick Krischel of Cordigan Clark updated the committee of the progress of the renovations. Mr. Krischel stated Christmas was the target date to be completed and will meet the date. Second and third floors have minor work to be finished, the first floor will be the challenge, but Mr. Krischel is confident the three-week deadline will be met. The elevator will be complete and ready for inspection next week. Moving over the February holidays. Ribbon Cutting on February 10, 2026.

**New Business/Projects**

- A. **Review and Approve Motion to Forward to County Board:** Motion by Member Shanley to forward to the full County Board Phase II Contingency Reduction #6: Total of \$90,595 with revised contract amounts as follows: Lite

Construction \$2,718,411 (\$24,495 increase), Guardian Steel \$407,661 (\$1,145 increase), Abbey Paving \$260,890 (\$3,370 increase), Nelson Fire Protection \$166,718 (\$1,439 increase), Omega Plumbing \$320,997 (\$1,041 increase), Artlip & Sons \$878,190 (\$1,320 increase), Aurora Wiring & Fixture \$1,133,032 (\$1,346 increase), ASE Illini-Scapes \$47,675 (\$6,175 increase) and Otto Baum Company \$37,115 (\$7,715 increase). Second by Member Kellogg. **All members present voting ave. Motion Carried.** Roll call: Member Shanley: Yes, Member Kellogg: Yep, Brian DeBolt: Yes.

- B. Review and Approve Motion to Forward to County Board:** Motion by Member Kellogg to forward to the full County Board Approval for the purchase of County Office Building Boardroom A/V System Re-installation, Executive Conference Room Upgrades and Conference Rooms/GIS Office A/V System Installations from CTI Conference Technologies, Inc. via the TIPS purchasing cooperative contract #200904 for \$142,155.41. Second by Member Shanley. **All members present voting ave. Motion Carried.** Roll call: Member Shanley: Yes, Member Kellogg: Yep, Brian DeBolt: Yes.
- C. Review and Approve Motion to Forward to County Board:** Motion by Member Shanley to forward to the full County Board Approval for the purchase of County Office Building and Clerk’s Building Lobby/Entrance Digital Signage from AdGators for \$22,437. Second by Member Kellogg. **All members present voted ave. Motion Carried.** Roll call: Member Shanley: Yes, Member Kellogg: Yep, Brian DeBolt: Yes.
- D. Review and Approve Motion to Forward to County Board:** Motion by Member Kellogg to forward to the full County Board Approval for the Courthouse Sump Pump Replacement contract with Cannonball Mechanical for a not-to-exceed cost of \$170,500. Second by Member Shanley. **All members present voting ave. Motion Carried.** Roll call: Member Shanley: Yes, Member Kellogg: Yes, Brian DeBolt: Yes.
- E. Review and Approve Motion to Forward to County Board:** Motion by Member Kellogg to forward to the full County Board Approval of a five-year contract extension with Marco for copier and printer services for \$119,784 annually. Second by Member Shanley. **All members present voting ave. Motion Carried.** Roll call: Member Shanley: Yes, Member Kellogg: Yes, Brian DeBolt: Yes.
- F. Review and Approve Motion to Forward to County Board:** Motion by Member Shanley to forward to the full County Board Temporary access agreement for Grace Holistic for the purpose of a community garden on County property located on the southwest corner of Main Street & Madison Street in Yorkville. Second by Member Kellogg. **All members present voting ave. Motion Carried.**
- G. For Discussion Only:** Veterans Assistance Commission Office Space. County Administrator Christina Burns informed the committee an intergovernmental agreement between the county and VAC states any space changes needs to be a mutual agreement between VAC and the county board, however the size of the space is not defined. CASA is moving to the courthouse VAC would like to obtain the CASA space at HHS which would add an additional office. Ms. Burns is looking for concurrence from the committee, on which she will work with the sates attorney’s office to determine what documentation is needed. Member Kellogg and Chair DeBolt have no issues, Member Shanley does not agree.

**Chair Report** – Chair DeBolt stated based on his walk through on the building next door stated it is looking very nice.

**Executive Session** – None

**Other Business** – None

**Public Comment** – None

**Questions from the Media** – None

**Adjournment** – Member Kellogg made a motion to adjourn the Facilities Committee meeting. Member Shanley seconded the motion. **With three members present voting ave, the meeting was adjourned at 4:50 p.m. by a vote of 3-0.**

Respectfully submitted,

Christina Wald  
Administrative Assistant and Recording Clerk



# Kendall County Agenda Briefing

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**Meeting Type:** Facilities and Technology  
**Meeting Date:** 2/2/2026  
**Subject:** Phase II County Office Building Renovations Contingency Reduction #7  
**Prepared by:** Dan G. Polvere  
**Department:** Facilities Management

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**Action Requested:**

Review and Forward to County Board for Approval

**Board/Committee Review:**

N/A

**Fiscal impact:**

The total request for Phase II Contingency Reduction #7 is **\$26,556**. The total available contingency is **\$32,031**, which will be reduced to **\$5,475** following approval of this contingency reduction.

**Background and Discussion:**

Phase II Contingency Reduction #7 includes the following revisions: replacement of the single door slab & hardware from the hallway to the boardroom, exterior window cleaning was performed following the exterior brick washing and ADA actuators/closures were provided from Lite Construction in lieu of the CMM Group (glass subcontractor who provided a credit since this work was removed from their scope). In addition, the main entrance on the northeast side was changed to double doors.

Contingency Reduction #7 also includes the cost to add terrazzo base board at the trophy cases outside the Boardroom in lieu of vinyl base and some additional labor to patch the Boardroom carpeting with attic stock where the baseboard heaters were removed. Additional costs include filter changes on (18) fan powered boxes due to the high dust conditions at the end of construction.

The total request for Phase II Contingency Reduction #7 is \$26,556 with revised contract amounts as follows. The total available contingency is \$32,031, which will be reduced to \$5,475 following approval of this contingency reduction.

**The overall project remains under budget.** Currently, we are estimating future potential contingency reductions to total approximately \$50,000. To cover these costs, as part of Contingency Reduction #8, we will transfer funds from the FF&E line item (where we have savings from the furniture purchase) to the Contingency line item.

- Lite Construction Revised Contract Amount \$ 2,730,542 (\$12,131 increase)
- CMM Group Revised Contract Amount \$ 835,439 (\$7,636 increase)

- TSI Commercial Flooring Revised Contract Amount \$ 609,245 (\$4,939 increase)
- Artlip & Sons Revised Contract Amount \$ 880,040 (\$1,850 increase)

**Staff Recommendation:**

Review and Forward to County Board for Approval

**Attachments:**

Phase II Contingency Reduction #7

Phase II Contingency Reduction #7 Log Summary

# CONTINGENCY REDUCTION

Owner:   
Architect:   
Construction Manager:   
Contractor:   
Field:

**PROJECT:** Phase Two County Office Building

**CONTINGENCY REDUCTION #:** CR-007

**CLIENT:** Kendall County  
504 S. Main Street  
Yorkville, IL 60560

**DATE:** 1/21/2026  
**CONTRACT DATE:**  
**PROJECT #:** 241014

## CONSTRUCTION

**MANAGER:** Cordogan Clark Consulting Services  
515 Redwood Drive  
Aurora, IL 60506

The Contract is changed as follows:

### 1. LITE CONSTRUCTION

#29 - Labor and material for opening 206B	\$1,987.00
#30 - Exterior Window Cleaning	\$814.00
#31R2 - ADA actuators	\$9,330.00
New Contract Amount \$2,730,542	<b>\$12,131.00</b>

### 2. CMM GROUP

Change NE Vestibule Doors to Double Doors	\$16,766.00
Reduction of contract allowance	(\$9,130.00)
New Contract Amount \$835,439	<b>\$7,636.00</b>

### 3. TSI COMMERCIAL FLOORING

Added Terrazzo Base @ Trophy Cases	\$4,689.00
Additional Board Room Flooring	\$250.00
New Contract Amount \$609,245	<b>\$4,939.00</b>

### 4. ARTLIP & SONS

COR #03 Filter change on (18) fan powered boxes	\$1,850.00
New Contract Amount \$880,040	<b>\$1,850.00</b>

**SUB-TOTAL FOR ALLOWANCE REDUCTION: \$26,556.00**

The Original Contingency was:	\$379,611.00
Net Change by previously authorized Contingency Reductions:	\$347,580.00
The Contingency prior to this reduction was:	\$32,031.00
The Contingency will be decreased by this reduction in the amount of:	\$26,556.00
The new Contingency with this reduction will be:	<b>\$5,475.00</b>
The Contract Time will be (increased) (decreased) (unchanged) by:	( 0 ) days
The date of Substantial Completion as of the date of this Allowance Reduction, therefore is:	<u>unchanged.</u>

NOTE: This Allowance Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER:

### CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.  
515 Redwood Drive  
Aurora, IL 60505

By: 

Date: 01/28/2026

### OWNER:

Kendall County  
504 S. Main Street  
Yorkville, IL 60560

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Kendall County**  
 Ph 2 County Office Building  
**Proposal Request Log**  
 01/26/26



PR #	Issue Date	Pricing Due	AL W #	Date App'd	Description	Contractor	Potential Cost Adjustment	Comments
					Kendall request to remove an infill door opening 206B		<b>\$2,237</b>	
						Lite Construction	\$1,987	
						TSI Flooring	\$250	
					Kendall request for exterior window cleaning		<b>\$814</b>	
						Lite Construction	\$814	
					ADA Actuators for main entry		<b>\$9,330</b>	
						Lite Construction	\$9,330	
					Kendall request to increase the door width from a single to a double pair of doors at the main vestibule.		<b>\$16,766</b>	
						CMM Group	\$16,766	
					Reduction of contract allowance		<b>(\$9,130)</b>	
						CMM Group	<b>(\$9,130)</b>	
					Kendall request for upgrading the wall base underneath the display cases in the second floor lobby		<b>\$4,689</b>	
						TSI Flooring	\$4,689	
					Due to the excessive dust and debris, the filters needed to be changed an additional time than was specified in the contract.		<b>\$1,850</b>	
						Artlip & Sons	\$1,850	
						<b>Total</b>	<b>\$26,556</b>	



# Kendall County Agenda Briefing

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**Meeting Type:** Facilities and Technology  
**Meeting Date:** 2/2/2026  
**Subject:** Main Street Campus Project Contingency Reduction #1  
**Prepared by:** Dan G. Polvere  
**Department:** Facilities Management

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**Action Requested:**

Review and Forward to County Board for Approval

**Board/Committee Review:**

N/A

**Fiscal impact:**

The total request for Main Street Campus Project Contingency Reduction #1 is a **credit** of **\$43,833**. The total available contingency is **\$35,000**, which will be increased to **\$78,833** following approval of this contingency reduction as a result of eliminating the monument sign alternate of \$77,000.

**Background and Discussion:**

The Main Street Campus Project Contingency Reduction #1 includes the following revisions: Elimination of the \$77,000 Monument Sign alternate from Lite Construction's contract, labor and materials to replace (2) existing plaza light posts/heads on the North and South sides of the Historic Courthouse and (2) existing parking lot light posts/heads on the West side of the Historic Courthouse.

Contingency Reduction #1 also includes the labor cost to hand dig around the gas line near the trash enclosure and to raise a manhole cover that was found buried during construction. Additional costs include the removal of (180) square feet of sidewalk and to provide (590) square feet of undercutting & back fill where poor soils were found.

The total request for Main Street Campus Project Contingency Reduction #1 is a **credit** of **\$43,833**. The total available contingency is **\$35,000**, which will be increased to **\$78,833** following approval of this contingency reduction as a result of eliminating the monument sign alternate of \$77,000.

- Lite Construction                      Revised Contract Amount \$ 393,587 (\$50,413 credit)
- Abbey Construction                    Revised Contract Amount \$ 364,380 (\$6,580 increase)

**Staff Recommendation:**

Review and Forward to County Board for Approval

**Attachments:**

Main Street Campus Project Contingency Reduction #1

Main Street Campus Contingency Reduction #1 Log Summary

# CONTINGENCY REDUCTION

Owner:   
Architect:   
Construction Manager:   
Contractor:   
Field:

**PROJECT:** Main St. Campus Renovation

**CONTINGENCY REDUCTION #:** CR-001REV2

**CLIENT:** Kendall County  
504 S. Main Street  
Yorkville, IL 60560

**DATE:** 1/23/2026  
**CONTRACT DATE:** 8/20/2025  
**PROJECT #:** 251030

## CONSTRUCTION

**MANAGER:** Cordogan Clark Consulting Services  
515 Redwood Drive  
Aurora, IL 60506

The Contract is changed as follows:

### 1. LITE CONSTRUCTION

Elimination of the Monument sign removal alternate	(\$77,000.00)
CO 1 - Labor and Material to replace light poles	\$19,635.00
CO 2 - Provide Electricity to the trash enclosure	\$2,585.00
CO 3 - Labor and Material to hand dig around gas line for trash enclosure	\$3,432.00
CO 4 - Raise manhole cover	\$935.00
<b>New Contract Amount \$ 393,587</b>	<b>(\$50,413.00)</b>

### 2. ABBEY CONSTRUCTION

CO 1 - Remove and replace 180 sf of 5" sidewalk	\$3,430.00
CO 2 - Provide 590 sq ft of undercutting to a depth of 12" and backfill with aggregate material	\$3,150.00
<b>New Contract Amount \$ 364,380</b>	<b>\$6,580.00</b>

**SUB-TOTAL FOR ALLOWANCE REDUCTION: (\$43,833.00)**

The Original Contingency was:	\$35,000.00
Net Change by previously authorized Contingency Reductions:	\$0.00
The Contingency prior to this reduction was:	\$35,000.00
The Contingency will be decreased by this reduction in the amount of:	(\$43,833.00)
The new Contingency with this reduction will be:	<u>\$78,833.00</u>
The Contract Time will be (increased) (decreased) (unchanged) by:	( 0 ) days
The date of Substantial Completion as of the date of this Allowance Reduction, therefore is:	<u>unchanged.</u>

NOTE: This Allowance Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER:

### CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.  
515 Redwood Drive  
Aurora, IL 60505

By: \_\_\_\_\_

Date: 01/28/2026

### OWNER:

Kendall County  
504 S. Main Street  
Yorkville, IL 60560

By: \_\_\_\_\_

Date: \_\_\_\_\_





# Kendall County Agenda Briefing

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**Meeting Type:** Facilities and Technology  
**Meeting Date:** 2/2/2026  
**Subject:** UPS Replacement Project Contingency Reduction #1  
**Prepared by:** Dan G. Polvere  
**Department:** Facilities Management

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**Action Requested:**

Review and Forward to County Board for Approval

**Board/Committee Review:**

N/A

**Fiscal impact:**

The total request for the UPS Replacement Project Contingency Reduction #1 is **\$4,400**. The total available contingency is **\$22,654**, which will be reduced to **\$18,254** following approval of this contingency reduction.

**Background and Discussion:**

The UPS Replacement Project Contingency Reduction #1 includes the cost for a coordination study between the main distribution panel, automatic transfer switch, transformer, electric panels, and the generator breaker at the Clerk’s Building to ensure a smooth switchover during power interruptions. The scope of work also includes making the recommended breaker settings and providing a final report.

The total request for the UPS Replacement Project Contingency Reduction #1 is **\$4,400**. The total available contingency is **\$22,654**, which will be reduced to **\$18,254** following approval of this contingency reduction. New contract values are as follows:

- Lite Construction Revised Contract Amount \$ 393,587 (\$50,413 credit)
- Abbey Construction Revised Contract Amount \$ 364,380 (\$6,580 increase)

**Staff Recommendation:**

Review and Forward to County Board for Approval

**Attachments:**

- UPS Replacement Project Contingency Reduction #1
- UPS Replacement Project Contingency Reduction #1 Log Summary

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# CONTINGENCY REDUCTION

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Owner:   
Architect:   
Construction Manager:   
Contractor:   
Field:

**PROJECT:** UPS Renovations

**CONTINGENCY REDUCTION #: CR-001**

**CLIENT:** Kendall County  
504 S. Main Street  
Yorkville, IL 60560

**DATE:** 12/9/2025  
**CONTRACT DATE:** 8/20/2025  
**PROJECT #:** 251030

**CONSTRUCTION**

**MANAGER:** Cordogan Clark Consulting Services  
515 Redwood Drive  
Aurora, IL 60506

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The Contract is changed as follows:

1. Morse Electric, Inc.  
CO1 - Provide Coordination Study on the MDP 480 transformer. \$4,400.00  
**New Contract Amount: \$457,475**

**SUB-TOTAL FOR ALLOWANCE REDUCTION: \$4,400.00**

The Original Contingency was:	\$22,654.00
Net Change by previously authorized Contingency Reductions:	\$0.00
The Contingency prior to this reduction was:	\$22,654.00
The Contingency will be decreased by this reduction in the amount of:	\$4,400.00
The new Contingency with this reduction will be:	<u>\$18,254.00</u>
The Contract Time will be (increased) (decreased) (unchanged) by:	( 0 ) days
The date of Substantial Completion as of the date of this Allowance Reduction, therefore is:	<u>unchanged.</u>

NOTE: This Allowance Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

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NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER:

**CONSTRUCTION MANAGER:**

Cordogan Clark Consulting Services, Inc.  
515 Redwood Drive  
Aurora, IL 60506

By: 

Date: 01/28/2026

**OWNER:**

Kendall County  
504 S. Main Street  
Yorkville, IL 60560

By: \_\_\_\_\_

Date: \_\_\_\_\_





# Kendall County Agenda Briefing

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**Meeting Type:** Facilities and Technology  
**Meeting Date:** 2/2/2026  
**Subject:** Owner's Advisor Agreement  
**Prepared by:** Christina Burns, County Administrator  
**Department:** Administration

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**Action Requested:**

Approval of an Agreement with Dean Roberts for Owner's Advisor services

**Board/Committee Review:**

NA

**Fiscal impact:**

The total contract amount of not-to-exceed \$182,550 will be funded from Public Safety Capital. This is an unbudgeted expenses, however the fund maintains adequate reserved and planned expenditures to accommodate the cost.

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**Background and Discussion:**

The County will soon begin Phase 3 of its facilities investment plan, which focuses on the John Street campus. The facilities needs have evolved over the last few years in both scope and priority. An Owner Advisor role was identified to help facilitate more in-depth planning for multiple, overlapping, high-need projects. Staff released a request for qualifications, which received six responses. Staff scored those responses, with Mr. Roberts' proposal ranking first. He has experience both internationally and locally focused on public safety facilities. Mr. Roberts' proposed contract is a not-to-exceed amount to include initial master planning and needs assessment, and initial design work. Mr. Roberts will then assist in determining the best method for architecture and construction and support the bid process and selection for architects, construction manager and/or general contractors.

**Staff Recommendation:**

Approval of an agreement with Dean Roberts for Owner's Advisor services not to exceed \$182,550.

**Attachments:**

Draft agreement

## **OWNER'S ADVISOR SERVICES AGREEMENT**

This OWNER'S ADVISOR SERVICES AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_ of December, 2025, by and between Dean Roberts, a sole proprietor, ("Owner's Advisor" or "Consultant"), and Kendall County, an Illinois unit of local government ("Owner").

### **1. PURPOSE**

The purpose of this Agreement is to establish the terms under which the Owner's Advisor will provide professional services to assist the Owner in conducting a Facilities Needs Assessment and Master Plan, and Owner's Advisor services and related tasks for the Owner's facilities as specified in Exhibit A. In performing services under this Agreement, Owner's Advisor shall not engage in any of those professional services defined by Section 5 of the Illinois Architecture Practice Act of 1989.

### **2. SCOPE OF SERVICES**

The Owner's Advisor shall provide services that may include, but are not limited to:

- Conducting a comprehensive facilities needs assessment, including site visits, data gathering, interviews with Owner personnel, and analysis of existing conditions for the following County facilities: Animal Control, Public Safety Center, Courthouse, Coroner, and EMA.
- Reviewing and analyzing existing facility documentation, plans, reports, and records.
- Identifying deficiencies, capital needs, recommended improvements, and estimated costs.
- Preparing written reports, assessments, and recommendations. Deliverables include a Facilities Needs Assessment and recommendation for each service area noted within this scope of services.
- Assisting in stakeholder engagement, public presentations, and Board/Committee updates.
- Serving as the Owner's advisor in preparing and selecting architectural, construction manager and/or general contractor services as appropriate for each project.
- Coordinating with other consultants or contractors engaged by the Owner.
- Performing additional tasks as mutually agreed upon in writing.

### **3. STANDARD OF CARE**

The Owner's Advisor shall perform its services:

- With the care ordinarily used by members of the same profession practicing under similar circumstances in Illinois;
- In compliance with all applicable federal, state, and local laws;
- In accordance with industry standards and Owner requirements.

### **4. TERM OF AGREEMENT**

This Agreement shall commence on the effective date and continue until completion of the services as specified in Exhibit A, unless earlier terminated as provided herein.

### **5. COMPENSATION**

The Owner shall compensate the Owner's Advisor for services performed in accordance with Exhibit A at a rate of \$150 per hour worked, but not to exceed a total of \$182,550. Invoices shall be submitted on a monthly basis with detailed recording of hours worked and allocation by

project as defined in Exhibit A. Payment will be processed in accordance with the Local Government Prompt Payment Act.

## **6. OWNER RESPONSIBILITIES**

The Owner shall:

- Provide access to facilities, staff, and relevant records;
- Provide timely decisions, approvals, and direction as needed to facilitate the work;
- Identify a designated Owner contact for project coordination.

## **7. INDEPENDENT CONTRACTOR**

It is understood and agreed that Owner's Advisor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Owner. Owner's Advisor understands and agrees that Owner's Advisor is solely responsible for paying all wages, benefits and any other compensation due and owing to Owner's Advisor's officers, employees, and agents for the performance of services set forth in the Agreement. Owner's Advisor further understands and agrees that Owner's Advisor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Owner's Advisor's officers, employees and/or agents who perform services as set forth in the Agreement. Owner's Advisor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Owner's Advisor, Owner's Advisor's officers, employees and agents and agrees that Owner is not responsible for providing any insurance coverage for the benefit of Owner's Advisor, Owner's Advisor's officers, employees and agents. Owner's Advisor hereby agrees to defend with counsel of Owner's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Owner, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Owner's Advisor, its officers, employees and/or agents may sustain while performing services under the Agreement.

## **8. INSURANCE**

Owner's Advisor shall obtain and continue in force, during the term of this Agreement, all insurance as set for the below:

- a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the County at the address set forth herein.
- b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
  - i. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

- ii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Owner's Advisor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  - iii. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Owner's Advisor provides written verification it has no employees.)
  - iv. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Owner's Advisor's profession, with limit no less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate.
- c. If Owner's Advisor maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Owner's Advisor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Owner's Advisor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Owner's Advisor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- d. For any claims related to this Agreement, the Owner's Advisor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Owner's Advisor's insurance and shall not contribute with it.
- e. Owner's Advisor hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Owner's Advisor may acquire against Releasees by virtue of the payment of any loss under such insurance. Owner's Advisor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the County. The County may require the Owner's Advisor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

- g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Owner's Advisor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
- h. Owner's Advisor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Owner's Advisor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- i. Subcontractors: Owner's Advisor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Owner's Advisor shall ensure that the County is an additional insured on insurance required from subcontractors.
- j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **9. INDEMNIFICATION**

To the extent permitted by law, Owner's Advisor shall indemnify, hold harmless and defend with counsel of Owner's own choosing, Owner, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Owner's Advisor of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Owner's Advisor in its performance under this Agreement.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in its defense shall

not remove Owner's Advisor's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

#### **10. FORCE MAJEURE**

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

#### **11. DEFAULT**

Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.

#### **12. TERMINATION**

Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the Owner upon written notice delivered to Owner's Advisor at least thirty (30) days prior to the effective date of termination. Owner shall reimburse Owner's Advisor for any hours worked prior to the termination date. Upon receipt of a termination notice, Owner's Advisor shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Kendall County shall not be liable for those costs and expenses resulting from Company's failure to mitigate such losses. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.

#### **13. LICENSES**

Owner's Advisor agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such

obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

#### **14. OWNERSHIP OF DOCUMENTS**

All documents, reports, assessments, drawings, and data prepared under this Agreement shall become the property of the Owner. The Owner's Advisor may retain copies for its records.

#### **15. CONFIDENTIALITY**

The Owner's Advisor shall maintain the confidentiality of proprietary or sensitive information in accordance with applicable laws.

#### **16. COMPLIANCE WITH LAWS**

Owner's Advisor, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Owner's Advisor, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. Owner's Advisor shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.

#### **17. NOTICE**

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County's Representative, Christina Burns, County Administrator, 504 S. Main Street, Yorkville, Illinois 60560, with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Owner's Advisor, to:

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#### **18. BID RIGGING**

Owner's Advisor certifies that Owner's Advisor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (Bid rigging or Bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Owner's Advisor further certifies by signing the Agreement, the Owner's Advisor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity.

Also, by signing this Agreement, Owner's Advisor affirms that Owner's Advisor has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Owner's Advisor's company been so convicted nor made such an admission.

### **19. PECUNIARY INTEREST**

Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Owner's Advisor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Owner's Advisor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

### **20. LEGAL FEES**

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois. If Owner is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Owner is required to use the services of an attorney, then Owner shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Owner pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

### **21. VENDOR REPORTING REQUIREMENTS**

Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Owner's Advisor agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:

1. Is the Owner's Advisor and/or any of the Owner's Advisor's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
2. If the answer to Question (1) is "yes", does the Owner's Advisor and/or any of the Owner's Advisor's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
3. If the Owner's Advisor and/or the Owner's Advisor's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?

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

### **22. OPEN RECORDS**

It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.

**23. AMENDMENTS**

This Agreement may be amended only by written agreement signed by both parties.

**24. ASSIGNMENT**

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

**25. ENTIRE AGREEMENT**

- A. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- B. The County and the Owner’s Advisor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Owner’s Advisor hereby affirms that Owner’s Advisor is legally authorized to transact business in the State of Illinois.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**OWNER:**

Kendall County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER'S ADVISOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

