



**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE AGENDA
County of Champaign, Urbana, Illinois**

Tuesday, May 3, 2022, at 6:30p.m.
Shields-Carter Meeting Room
Brookens Administrative Center
1776 E. Washington St., Urbana, IL 61802

Committee Members:

Steve Summers – Chair Emily Rodriguez
Stan Harper – Vice Chair Leah Taylor
Jim Goss
Bethany Vanichtheeranont
Jenny Lokshin Jodi Wolken

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Agenda

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| VI. | New Business | |
| | A. Update on ITB#2021-003 Satellite Jail HVAC Replacement (Field Report Attached) – GHR Engineering – Richard Van Note | 4-6 |
| | B. Update on County Plaza and Program Statement Discussion for County Departments Space Needs – Bailey Edward Design – Karla Smalley | 7-26 |
| | C. Update on Satellite Jail Consolidation Schematic Design Phase – Reifsteck Reid Architecture – Brant Muncaster | |
| | D. Update on ITB#2021-010 Salt Dome Asphalt Shingle Replacement Project (photos attached) – Bailey Edward Design – Todd Higginbotham | 27-34 |
| | E. Update on Brookens POD #300 EPDM Rubber Membrane Replacement Project – Bailey Edward Design – Todd Higginbotham | |

- F. Discussion of the Proposed Project Labor Agreement (PLA) attached – Matthew Banach 35-60
- G. Approval of Lease Agreement METCAD 911 Call Center (Proposed Lease Draft Attached) 61-82
- VII. Other Business
- VIII. Presiding Officer’s Report
 - A. Future Meeting – **Tuesday, June 7, 2022 @ 6:30pm**
- IX. Designation of Items to be Placed on the Consent Agenda
- X. Adjournment

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.

**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE
County of Champaign, Urbana, Illinois**

MINUTES – Pending Approval

DATE: Tuesday April 5, 2022
TIME: 6:30 p.m.
PLACE: Lyle Shields Meeting Room
Brookens Administrative Center, 1776 E. Washington St., Urbana IL 61802

Committee Members

Present: Steve Summers, Jodi Wolken, Jenny Lokshin, Stanley Harper, Jim Goss, Leah Taylor, Bethany Vanichtheeranot.

Absent: Emily Rodriguez

County Staff: Dana Brenner (Facilities Director) Dan Busey (Recording Clerk)

Others Present: Richard VanNote (GHR Engineering), Chuck Reifsteck (Reifsteck Reid Architecture), Karla Smalley (Bailey Edward Architecture)

Agenda

I. Call to Order and Roll Call

Committee Chair Summers called the meeting to order at 6:30 P.M.

II. Approval of Agenda/Addenda

Moved by Mr. Goss to approve the agenda; seconded by Ms. Taylor. Upon Voice Vote, the **Motion Carried Unanimously.**

III. Approval of Minutes – March 8, 2022

Moved by Ms. Lokshin to approve the minutes from March 8, 2022; seconded by Ms. Vanichtheeranot. Upon Voice Vote, the **Motion Carried Unanimously.**

IV. Public Participation

None.

V. Communications

None.

VI. New Business

A. Update on ITB#2021-003 Satellite Jail HVAC Replacement. Richard VanNote, GHR Engineering, delivered an update on the project. The one major issue of the project is still the lead times on the air handlers. The air handlers will not be delivered until early in the month of July. Based on the delivery date they will be held until around September or October and then be installed, so the work will not be done in warmer weather. By this time all the infrastructure should be in place. Mr. Brenner reminded the committee that this is a supply chain issue and that the air handlers were in fact

ordered back in June of 2021. Mr. Summers enquired about the AMEREN credits that apply to this project. Mr. Brenner and Mr. VanNote went over the extension of the grant and fully believe that the credits will still be received. Ms. Lokshin and Mr. Brenner discussed the plan if the HVAC system were to down in the summer months. The contractor has agreed to be on call 24/7 to make sure AC is provided to the facility.

- B. Update on County Plaza and Program Statement Discussion for County Departments Space Needs. Karla Smalley, Bailey Edward Architecture, delivered an update on the project. Eight to ten meetings were held in the last week to gather more information. There is an additional meeting with IT and the Sheriffs Office in the coming week. After this the information will be supplied to the design committee. Mr. Brenner stated that RPC could also potentially be doing some programing at County Plaza and that a proposal is being put together for them. Mr. Brenner went on to speak about how IT will route the fiber optics into the new building. Mr. Harper and Mr. Brenner has a conversation about the needs of new generators for the building. Mr. Goss and Mr. Brenner had a conversation about redundant IT that is in place with the Courthouse and the Sheriffs Department already being next door. Mr. Summers asked about the timeline that has been put forward on the process. Ms. Smalley said that all the information is being gathered on what square footages different offices are occupying now as well as in 5-10 years. All that information is being put together to see how it will fit within the new facility, the goal is to move everyone out of the Brookens Building. Schematic Design will hopefully be done by late October.
- C. Update on Satellite Jail Consolidation Schematic Design Phase. Chuck Reifsteck, Reifsteck Reid Architecture, delivered the update. The schematic design phase documents were approved, and the project is now in the design development phase. The target date of design development is May 18th, the cost estimate seems to be on target as well.
- D. Approval of Contract for ITB#2022-003 Circuit Clerk Carpet Replacement Project. Mr. Brenner went over the bid process. TSI Commercial Flooring were the low bidder at \$39,300. If approved the project would tentatively begin May 31st. Mr. Goss **moved** to approve the Contract for ITB#2022-003 Circuit Clerk Carpet Replacement Project; seconded by Ms. Taylor. Upon Voice Vote, the **Motion Carried Unanimously**.

VII. Other Business

- A. Semi-Annual Review of Closed Session Minutes. Ms. Taylor **moved** to open the minutes from the February 6, 2018 Facilities Meeting; seconded By Ms. Vanichtheeranot. Upon Voice Vote, the **Motion Carried Unanimously**.

Mr. Brenner informed the committee of several Budget Amendments for projects that have crossed the FY21 and FY22 fiscal year. This will be done prior to July.

VIII. Presiding Officer's Report

None

- A. Future Meeting – **Tuesday, May 3, 2022 @ 6:30pm**

IX. Designation of Items to be Placed on the Consent Agenda

VI. D

X. Adjournment

The meeting adjourned at 6:55 P.M.

Project Name: Satellite Jail HVAC Replacement

Date of visit: April 22, 2022

Time of visit: 8:30 am

Weather conditions: 45°F, Raining

Report by: Maxwell McGill

Observations:

1. All wall penetrations are done just need to finish up some insulation.
2. Boiler work was in progress and going nicely.
3. Indoor pipe insulation is in progress.
4. Wall has been removed between two penthouses.
5. Electrical panel work is in progress.

Information or Action Required:

1. Complete wiring of boilers.
2. Complete piping insulation inside and out.
3. Complete electrical panel work, provide and install cover.
4. Complete outdoor wall penetrations.

Photos:



Boilers getting hooked up.



Electrical panel work in progress.

Photos (Continued):



Finalizing wall penetrations in original penthouse.



Indoor pipe installation in progress.



Insulation installation in progress outside.



Wall penetrations complete.

Photos (Continued):



Outdoor piping complete.



Wall opening between Penthouse 1 and 2.

MGM/smh

- cc: Corr
- Dana Brenner - CCAS
- Chris Smith - CCAS
- Michael Brazelton - DHM
- Richard Van Note - GHR
- Jim Gleason - GHR

2022.04.22 Field Report.MGM.wpd

Champaign County Plaza Building

Programming

106 E. Main Street, Urbana, IL

22-Apr-22

Bailey Edward

Sheriff's Office	15,950
Public Defender	12,398
County Board	3,744
County Clerk	6,787
Recorder	5,892
GIS	2,438
IT	5,654

Treasurer	2,700
Planning and Zoning	2,795
Assessor + BOR	3,899
Auditor	3,019
Administration	6,329
Shared Spaces	974

SUBTOTAL ALL INTERIOR SPACES	72,581
Total Assignable SF	68,600

Total with Grossing Factor - 30%	94,355
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Sheriff's Department

Room Type	Quantity	SF each	SF Total	Additional Notes
Investigations				
Inv Lieutenant	1	192	192	Private, guest chair, file cabinets
Investigators	9	144	1296	Need 6 minimum, want 3 more for growth, can live with 2; currently have 100sf, would like a little more; private, guest chair, files
Inv Conference Room	1	320	320	10 seats, smart board, white board, monitor, credenza
Inv Interview Room	2	150	300	audio and video recorded; most people in there are 3; 3x3 table currently
Inv Observation Room	2	200	400	Up to 6 people in the room at any time – good to have conference room with a wall of screens, so people can take notes and discuss what’s happening - would be nice to have 2, but only need 1 minimum, bigger if just 1
Secure Evidence Processing	1	250	250	CSI
Tech Room	1	250	250	3 basic workstations with multiple monitors, additional work table, Secure storage for not just paper but hard drives, whole computer towers; can be one big locked closet, don’t need to separate different cases
Break Room	1	150	150	would like their own separate break room so they can talk freely but privately, but not absolutely necessary
Support Services				
Admin Lieutenant	1	144	144	
Records Supervisor	1	144	144	
Active Records Room	1	200	200	going more paperless
Data Analyst	1	144	144	
Records Clerk Open Office	1	350	350	Open office for 8 cubicles, maybe 5x5, would like 6x8
Public Service Interview Room	1	144	144	
Public Unisex Restroom	1	64	64	want if not near public building restrooms
			0	
Administration				
Executive Assistant	1	192	192	Private-ish Office/area; For Sheriff, some confidential
Conference	1	256	256	Can be Shared with Sheriff, Chief Deputy, and Captain
Storage	1	200	200	Space for general office supplies
Files/Personnel	1	25	25	Closet size storage for confidential stuff that only S/CD/C and EA have access to
Sheriff's Office	1	240	240	Private, 4 top table
Chief Deputy's Office	1	240	240	Private, 4 top table
Captain's Office	1	240	240	Private, 4 top table
Lobby	1	192	192	security glass window for Clerk and limited access entryway to the sheriff's office; vestibule, lobby, service counter (secure)
Private Restroom	1	64	64	want, not a need
Patrol				
Squad Room	1	360	360	10-12 people, conference table
Equipment Storage	1	600	600	body cameras, supply room, reports, forms; significantly sized rooms
Sergeant's Office	2	144	288	probably need 2, could be one private office that is shared – would be ideal to have a small conference room shared between them, but that can be covered by private offices

Public Defender

Room Type	Quantity	SF each	SF Total	Additional Notes
Director's Office	1	240	240	requested 240 sf, table for 4-6, storage – prefer to be able to meet right in there rather than going to a separate conference
Deputy Office	1	192	192	requested 200 sf, table for 3-4, storage
Executive Assistant	1	192	192	requested 200 sf, table for 3-4, storage
Private Offices	27	192	5184	2 guest chairs, 1-2 file cabinets; 125 they currently have is too small, requested 180 sf; currently have 16 offices but want to prep for growth
Intern Workstation Area	1	400	400	10-12 workstations, want 300-400 sf total
Secretary Area	1	800	800	currently have 3 L-shaped [look like 6x9], want room for 5-6; Work surface; supply storage; 5 large lockable file cabinets
Vestibule Waiting Area	1	220	220	10 chairs
Large Conference Room	1	864	864	Also includes library and file cabinets, want 20 seats at one large table, additional chairs around the room with writing surface
Medium Conference room	2	320	640	10ish people, smaller training
Break Room	1	250	250	
Supplies Storage	1	200	200	
Misc Storage	1	150	150	
File Storage	1	1000	1000	have some high density storage to reuse
Subtotal			10332	
Circulation (20%)			2066	
Department total			12398	

Adjacencies:	no sharing with another department
	Could possible share a floor with IT, but can't be near Sheriff or CAC
	Want easy access to the bathrooms, but don't strictly need their own bathrooms
Space design:	
Furniture needs:	
General Notes:	Want better security for the PD offices, would like a metal detector at some point in the building access

County Board

Room Type	Quantity	SF each	SF Total	Additional Notes
Board Room	1	2250	2250	131 people. Could share as voting space if schedule could work out, voting equipment would need a secure area
Conference Room	1	720	720	25 people
IT Room	1	150	150	for Board Room
Subtotal			3120	
Circulation (20%)			624	
Department total			3744	
General Notes:				
Important for Tax Cycle departments [assessor, treasurer, clerk] to stay in the same place				
Improvements to board room IT capabilities				
Wouldn't really matter for member convenience if board room stayed at Brookens or moved downtown				

County Clerk

Room Type	Quantity	SF each	SF Total	Additional Notes
Reception/ Waiting: Public area	1	230	230	Long counter, tables w/ forms, public access computer, bulletin bd., need more cueing space
Director's Office	1	240		
Private Office	3	192	576	Clerk, Chief Dep., IT (IT/ Intern office needs to be larger)
Open Office	1	1900	1900	Area includes 14 work stations
Vote By Mail (VBM): Processing	1	460	460	Room has vote sorter, area shown doubles size from existing, (2) copiers
VBM Work Room	1	1320	1320	Room has several layout tables, area shown doubles size from existing (3) copiers
Storage Office Supplies	1	300	300	
Copy Room/ Area	1	250	250	Need secure storage for cash box
Records Storage	1	300	300	Verify existing size, includes copier (must be separated from offices)
Conference Room	1	320	320	10-12 people; For election judges: currently part of VBM Work Room
Subtotal			5656	
Circulation (20%)			1131	
Department total			6787	
Possible shared spaces				
Break Room	1	250	250	
Conference Room	1	320	320	
General Notes:				
Adjacencies: would be ideal ti be combined in one office with Recorder; if not combined, same floor ideal				
Space design: Better public interface (covid shield makes layout difficult)				
Furniture needs: VBM Processing: opener machine/ sorting machine. VBM Work Room: tables for sorting. Need for fire proof stora				
More space for vote by mail election equipment (mailing, sorting, counting)				
Better security				
Space for universal election location				
Digitized record storage				
Merger of clerk/recorder functions				

Recorder

Room Type	Quantity	SF each	SF Total	Additional Notes
Public Counter	1	350	350	Need to add security (glass partition), verify existing size
Public Stations	1	200	200	Near vault, verify size
Open Office Workstations	1	1080	1080	Current area. Workstation height TBD (office standards), (5) workstations
Copy Area	1		0	Currently in Open Office area
Director's Office	1	240	240	
Shared Office	1	144	144	Needs to be larger (current area 100 SF +/-)
Storage	1	1200	1200	Is area confirmed? Fireproof file cabinet was discussed
Recorder Vault	1	1440	1440	Current size was approved, may reduce with a more efficient layout, public work counter needed, A secured space in the recorder vault for military and veteran information
Conference Room	1	256	256	Shared with County Clerk, not in space, this is added
Subtotal			4910	
Circulation (20%)			982	
Department total			5892	
Possible shared spaces				
Tele/data/elec room	1	235	235	
Break Area	1	150	150	Could be combined with storage? Want sink
General Notes:				
Adjacencies:	Could be combined in one office with County Clerk, same floor ideal			
	Proximity to Treasurer is important, Assessor could be one floor away			

Geographic Information System Mapping

Room Type	Quantity	SF each	SF Total	Additional Notes
Waiting Area	1	120	120	2 chairs and a table
Equipment Room	1	300	300	large scale plotter, scanner, map cutter, etc; counter and storage; worksurface; 1 workstation for plotters
Open Office/Multipurpose	1	400	400	4 workstations, 3 bookshelves, 1 file cabinet, bulletin board for each workstation
Conference	1	320	320	8-10 people, whiteboard, monitor/soundbar; want a separate area from open office, but can be just dividers, don't need a separate room
Storage	1	300	300	currently shared with assessor; need big map cabinets, plotter paper rolls
Small Private Offices	2	144	288	120 sf minimum, L shaped desk, 2 side chair, bookshelf
Director's Office	1	240	240	4-top meeting table, 2 file cabinets, L desk, bookshelf; currently have 180sf and feel it's enough
Private Restroom	1	64	64	Would like their own if possible, are okay with a single user nearby if can't have their own
Subtotal			2032	
Circulation (20%)			406	
Department total			2438	
Possible shared spaces				
Break Room	1	250	250	
General Notes:				
Adjacencies:	Would be nice to be near the Recorder, Assessor, Clerk, but not necessary - definitely in same building, though			
	Right now they're close to IT, which is good because they have a lot of technology [11 servers], good to have them nearby – those servers live with IT, not with them			

IT

Room Type	Quantity	SF each	SF Total	Additional Notes
Director's Office	1	240	240	
Private Offices	13	144	1872	
Server/Data/Open Work	1	2100	2100	would be good to separate the servers from the rest of the area for cooling needs
Storage Area	1	500	500	
Subtotal			4712	
Circulation (20%)			942	
Department total			5654	
Possible shared spaces				
Break Room				
General Notes:				
Adjacencies:	Would be good to be close to where the fiber comes into the building			

Planning and Zoning

Room Type	Quantity	SF each	SF Total	Additional Notes
Reception/ Waiting: Public area	1	280	280	Counter for layout/ service public
Zoning Admin Office	1	192	192	small conf table. Willing to omit pvt. offices (w.s.)
County Planner Office	1	192	192	small conf table. Willing to omit pvt. offices (w.s.)
Open Office	1	865	865	Includes (8) work stations, files; 5 current staff, one open, one future, area incl. above. (2) zoning techs near counter
Copy Room/ Supply Room	1	80	80	Mail boxes, white board on wall for supply list
File Storage	1	400	400	Needs to grow, currently have 275 sf
Conference Room	1	320	320	Added room, 10-12 people; must see counter from space, close to map room/storage
Subtotal			2329	
Circulation (20%)			466	
Department total			2795	
Possible shared spaces				
Kitchenette	1	100	100	Current space, too small for table
Remote storage			0	Current basement
Conference: ZBA meeting room				7 members plus 3-4 staff
General Notes:				
Adjacencies:	proximity to Recorder, Clerk and GIS			
Space design:	Better public interface (covid shield makes layout difficult)			
Furniture needs:	Stor Room: file cabinets and shelving, hanging files			
	Need to be able to hang maps on walls (reception area)			
	Office shares two printers and one copier: need to add			
	Need chairs for public: waiting, desk/ table for filling out forms			
	Copier needs separation form offices			
	Additional storage/work area			
	Digitization of records and maps			

Treasurer

Room Type	Quantity	SF each	SF Total	Additional Notes
Lobby / Service Area	1	300	300	Window with 3-4 service points, ingress/egress separated, 2 tables and chairs for accessible, 2 computer terminals on customer side, drop box to public corridor for payments
Workstations	5	64	320	
Workstations - future	3	64	192	
Payment Processing	1	200	200	work area for 3-4 people
Tax Processing	1	200	200	work area for 3-4 people
Vault (safe)	1	42	42	6'x8', freestanding
Office - Director	1	240	240	table for 4, desk with upper storage, file cab, needs more file storage, bookshelf
Office - Chief Deputy	1	192	192	table for 4, desk with upper storage, file cab, needs more file storage
Office - Future	1	144	144	2 guest chairs
Storage	1	170	170	secure - restricted access
Open area for all staff discussion	1	150	150	
Basement Storage	1	100	100	Needs to be quantified
External Kiosk	1			outside the office in the corridor
Subtotal			2250	
Circulation (20%)			450	
Department total			2700	
Possible shared spaces				
Use Admin Services break area now				
Shared meeting room would be ok for small groups				
General Notes:				
Adjacencies:	Primary Proximity to Clerk, Recorder, Assessor			
	Secondary proximity to Admin Services and Auditor			

Assessor + Board of Review

Room Type	Quantity	SF each	SF Total	Additional Notes
Reception/ Waiting: Public area	1	350	350	Counter needs to be longer, table w/ 4 chairs and computer station ADA counter ht.
Director's Office	1	240	240	
Private Office	3	144	432	(2) side chairs in each, one office is used for supplies, need to move to separate room
Open Office	1	845	845	Includes work station area, (5) workstations, 4 current + 1 added station for new staff
Storage	1	200	200	Cabinet w/ office supplies
Files area County Records	1	300	300	
Board of Review				
Private Office	3	144	432	
Open Office	1	450	450	Multi-Purpose room: files and conf table for 8. Used for public meetings, table w/ 4 chairs
Subtotal			3249	
Circulation (20%)			650	
Department total			3899	
Possible shared spaces				
Break Room	1	250	250	Full size ref. and micro, department prefers their own ref.
Conference Room	1	256	256	New request, okay to be shared
General Notes:				
Adjacencies:	Clerk, Recorder, and Treasurer, but okay to be one floor away			
Space design:	See other notes, remote storage okay			
Furniture needs:	Storage and BOR MP Room: more shelving, work tables and surface space, white boards and bulletin boards			
	BOR needs a bigger space to meet with the public			
	BOR wants same proximity, but work area separate from public meeting space			
	Want more outlets			

Auditor

Room Type	Quantity	SF each	SF Total	Additional Notes
Lobby/Admin Assistant	1	400	400	2 guest chairs; admin: L shape desk-upper storage, small bookcase, worksurface for mail, file holder office storage next to copy
Director's Office	1	240	240	desk, table for 4, bookcases 35lf, credenza, like being closer to the entry
Chief Deputy Office	1	192	192	table for 4, desk / credenza w/ overhead stor
Private Office	5	144	720	desk, 2 guest chairs; currently have 3 + 1 temp/storage, would like another extra
Guest Auditor Workstation	1	144	144	
Copy/Storage	1	500	500	
Board Room	1	320	320	6-8ppl, tv, credenza
Subtotal			2516	
Circulation (20%)			503	
Department total			3019	
Possible shared spaces				
Break Room	1	192	192	they're okay with a communal break room
General Notes:				
Adjacencies:	Would like Admin Services to be close by			
Space design:				

Admin Offices

Room Type	Quantity	SF each	SF Total	Additional Notes
Reception/ Waiting	1	300	300	
Private Office	8	144	1152	Ins. Spec., Payroll Spec., (3) Admin Asst., Exec. Asst. Dan
Executive Office	6	240	1440	County Exec., Board Chair, Dir of Admin, Dir of Finance, Dana, Chris; conf table for 2-4 in office
File Storage / Work Area	1	600	600	Files, lay out area for drawings
Veterans Office	1	192	192	Needs filing and seating
Work stations	4	64	256	Need to confirm size and quantity
Copy Room: large production	1	260	260	
Admin Storage (small)	1	180	180	Combined Admin Stor (125 sf W/ Small Stor. (55 Sf): may need (3) separate rooms
Mail Room	1	110	110	Currently has (2) temp staff
Mail alcove	1	200	200	Millwork: mail slots for staff
Facility Administrative Assistant	1	144	144	
Facility File storage	1	100	100	
Large cabinet for Building Plans	1		0	
Facility Layout Table	1	100	100	
Facility Directors office	1	240	240	
County Board Storage	1	120	120	
County Board Chair Office	1	240	240	
Subtotal			5274	
Circulation (20%)			1055	
Department total			6329	
Possible Shared spaces				
Break Room	1	430	430	
Meeting Room #1	1	256	256	
Mother's Room	1	200	200	One for entire building
General Notes:				
Adjacencies: proximity to Auditor, County Board and Conference Room				
Space design: No significant public traffic, need good acoustical privacy between office and public corridor				
Furniture needs: Stor Room: file cabinets and shelving				
Current space comments:				
Move IT/GIS downtown?				
Too many doors for public at Brookens - would like public access through single entry with screening				
Long distance from parking into building at Brookens is difficult for public with mobility issues				
Wayfinding is difficult at Brookens for a variety of offices				

Shared Spaces

Room Type	Quantity	SF each	SF Total	Additional Notes
Break Room	1	300	300	
Conference Room	1	320	320	
Mother's Room	3	64	192	
Shared Storage				
County Board Storage	1	120	120	
Subtotal			812	
Circulation (20%)			162	
Department total			974	

Storage (Brookens Basement)

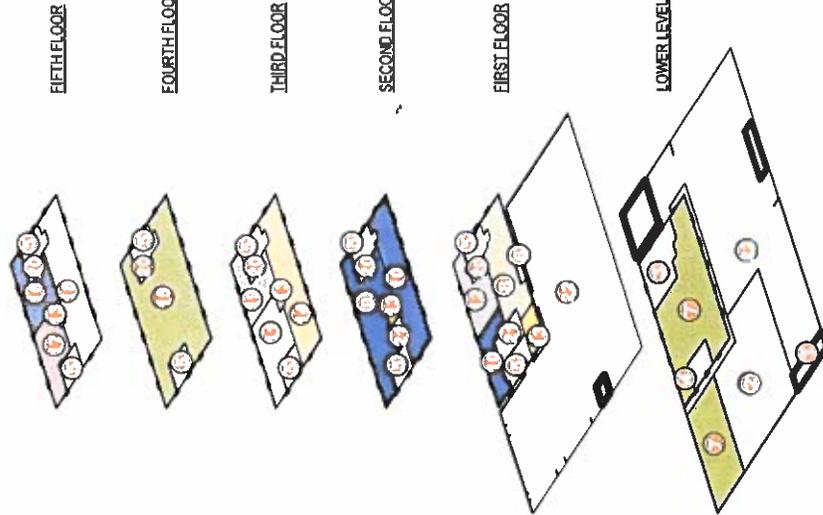
Department	Secure	Shared	SF Total	Additional Notes
County Board	0	0	0	None mentioned - confirm
County Clerk	63	8	71	None mentioned - confirm
Recorder	0	0	0	None mentioned - confirm
Treasurer	165	0	165	
GIS	0	0	0	Stated None
IT	0	0	0	None mentioned - confirm
Planning Zoning	0	12	12	
Assessor + BOR	126	8	134	None mentioned - confirm
Auditor	0	0	0	Stated None
Admin Services	63	16	79	None mentioned - confirm
Subtotal	417	44	461	

Indicates there is storage that needs to be quantified

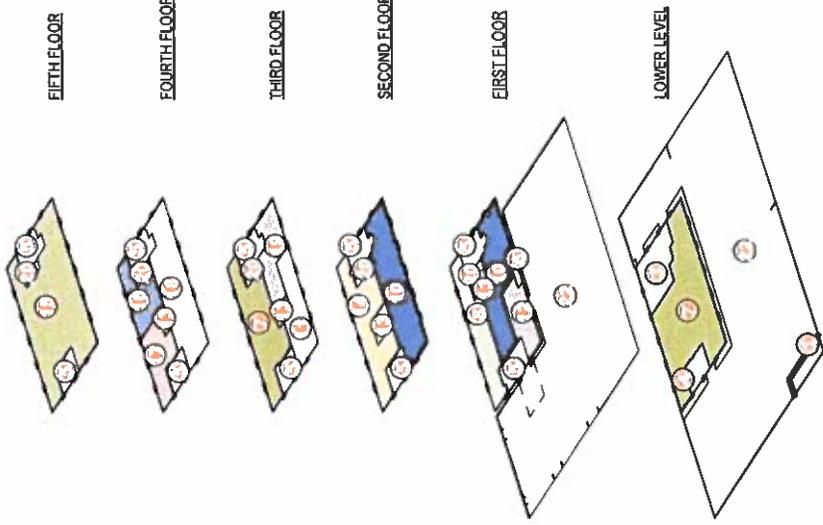


PROGRAM LEGEND

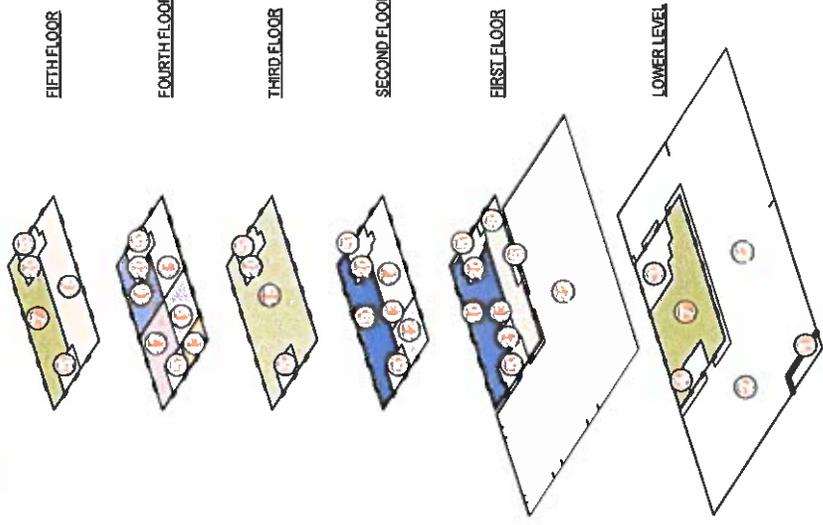
- 1. BUILDING EQUIPMENT STORAGE
- 2. SHERIFF PARKING
- 3. BUILDING COREMECH
- 4. BUILDING COREVAULT
- 5. BUILDING CORE
- 6. VAULT
- 7. SHERIFF
- 8. COUNTY BOARD
- 9. RECORDER
- 10. CLERK
- 11. AUDITOR
- 12. TREASURER
- 13. SHARED SPACE
- 14. ASSESSOR + BOR
- 15. PUBLIC DEFENDER
- 16. GIS
- 17. PLANNING AND ZONING
- 18. ADMIN
- 19. IT
- 20. ADDITIONAL CORE
- 21. OPEN AREA
- 22. STAFF PARKING



OPTION 1



OPTION 2



OPTION 3

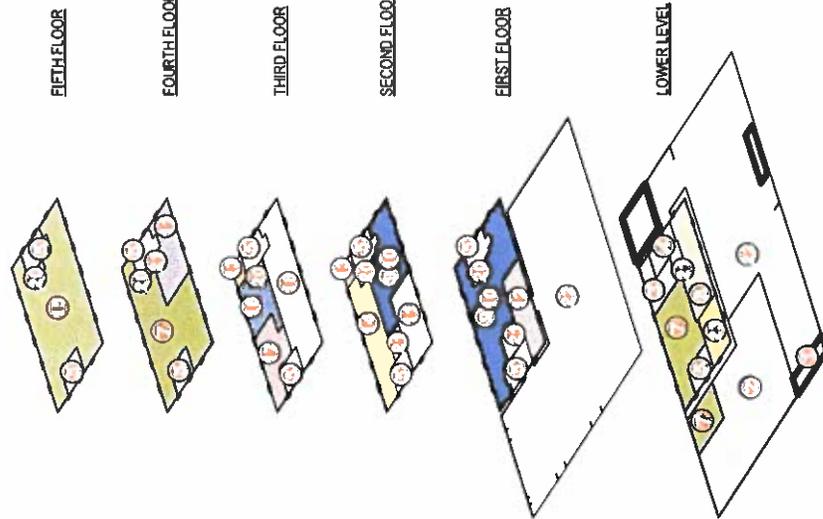
SUMMARY SHEET
2018

bailey

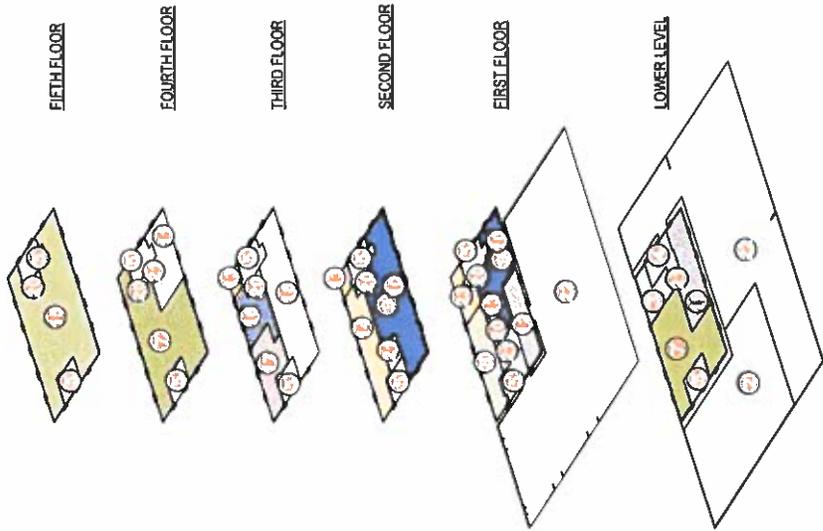


PROGRAM LEGEND

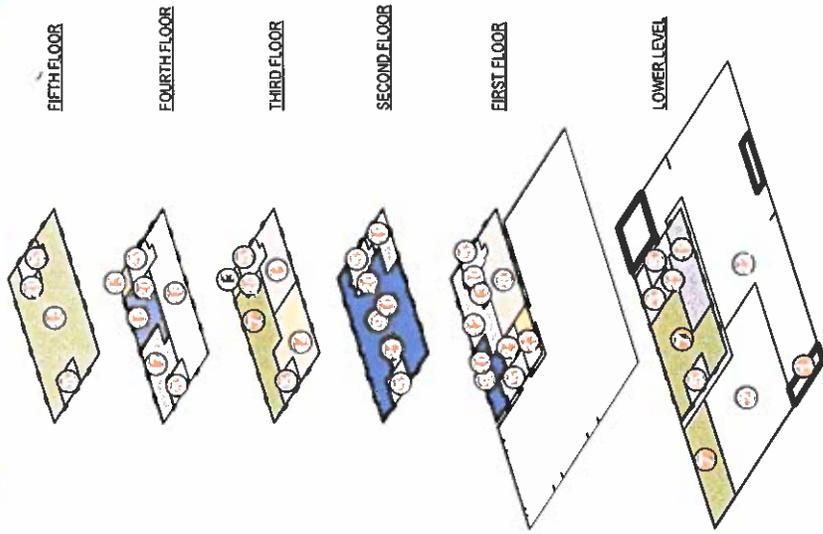
- 1. BUILDING EQUIPMENT STORAGE
- 2. SHERIFF PARKING
- 3. MECHANICAL
- 4. BUILDING CORE/VAULT
- 5. BUILDING CORE
- 6. VAULT
- 7. SHERIFF
- 8. COUNTY BOARD
- 9. RECORDER
- 10. CLERK
- 11. AUDITOR
- 12. TREASURER
- 13. SHARED SPACE
- 14. ASSESSOR + BOR
- 15. PUBLIC DEFENDER
- 16. GIS
- 17. PLANNING AND ZONING
- 18. ADMIN
- 19. IT
- 20. ADDITIONAL CORE
- 21. OPEN AREA
- 22. STAFF PARKING
- 23. MULTIPURPOSE



OPTION 4



OPTION 5



OPTION 6

Dana M. Brenner

From: Abner Catugy <abnercatugy@gmail.com>
Sent: Monday, April 25, 2022 4:20 PM
To: Todd Higginbotham, AIA, LEED AP
Cc: Dana M. Brenner; Christopher A. Smith; Kevin S. Schnebly, CDT, LEED AP
Subject: Re: Champaign County

CAUTION: External email, be careful when opening.

Hi Todd, we started the project today.

As I mentioned last time we spoke, the weather has been extremely difficult to plan around and today was not different we actually had to make the final decision this morning as the rain dissipated.

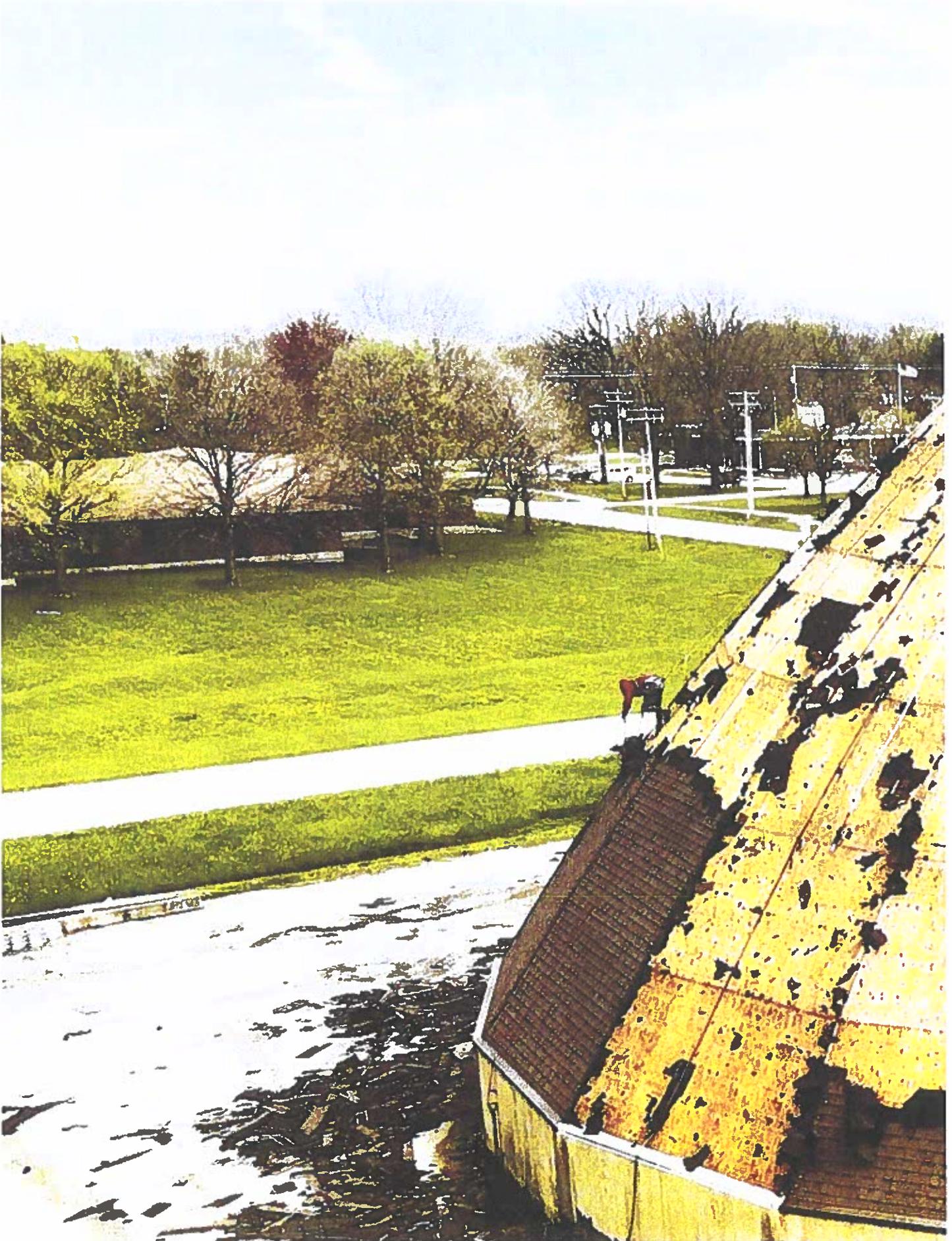
We anticipate being on site for the remainder of the week til Friday where we should have most of this project completed.

Thanks,

Abner Catugy
TOP Roofing
630.677.8413
fax 630.344.0992
abnercatugy@gmail.com
www.toproofing.biz



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On Apr 25, 2022, at 4:12 PM, Todd Higginbotham, AIA, LEED AP <THigginbotham@baileyedward.com> wrote:

Abner,
Can you give us an updated on projected start?
Thanks.

Todd Higginbotham, AIA, LEED AP

ASSOCIATE (HE/HIM)

217.866.1582 | thigginbotham@baileyedward.com

1103 South Mattis Ave, Champaign, IL, 61821-4829

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Dana M. Brenner

From: Abner Catugy <abnercatugy@gmail.com>
Sent: Tuesday, April 26, 2022 10:53 AM
To: Todd Higginbotham, AIA, LEED AP
Cc: Dana M. Brenner; Christopher A. Smith; Kevin S. Schnebly, CDT, LEED AP
Subject: Re: Champaign County

CAUTION: External email, be careful when opening.

We are making good progress as anticipated.
Nothing of note or unexpected really to report.

Although some of the plywood has lost coloration, it's in good condition and solid throughout.

Cordially,

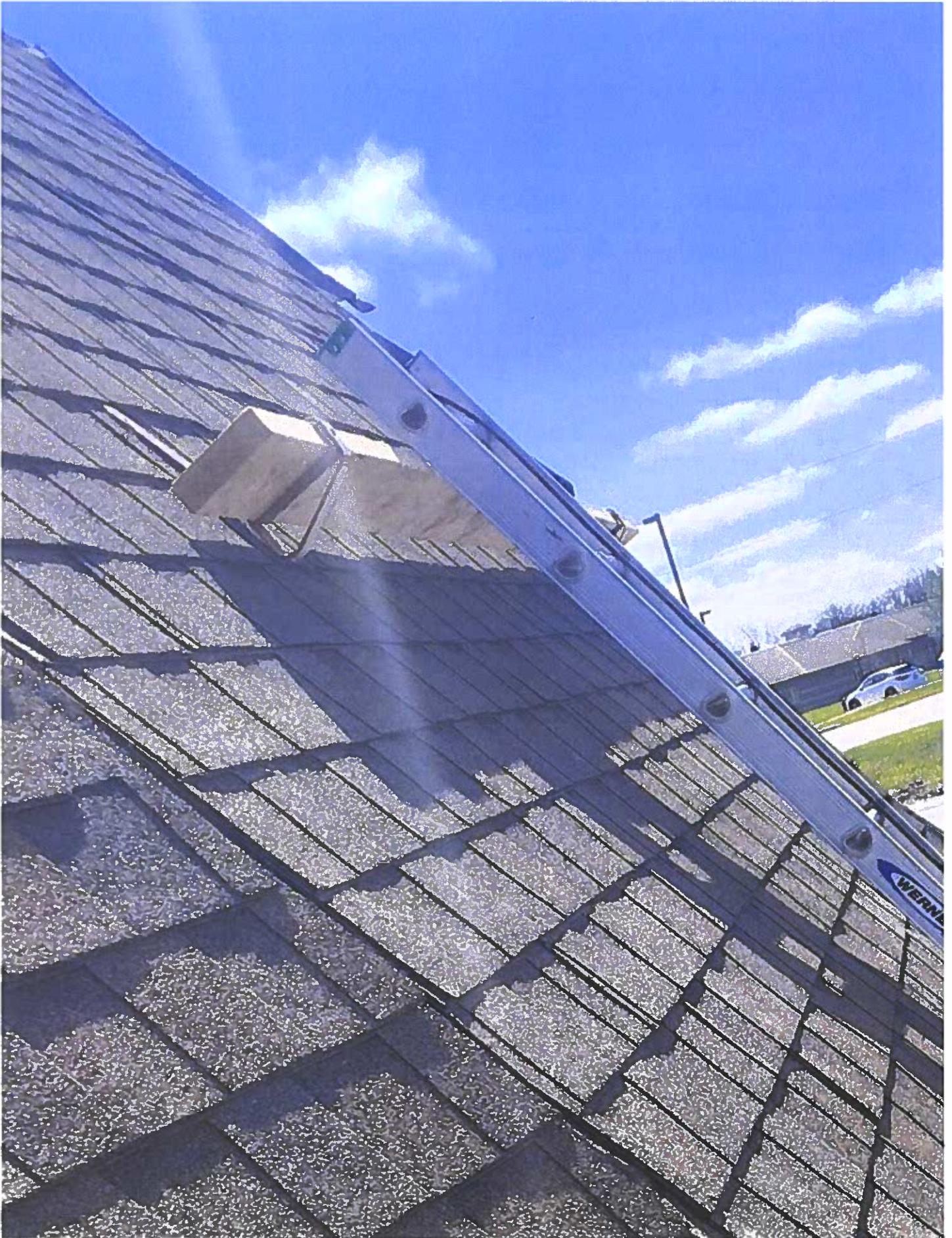
Abner Catugy
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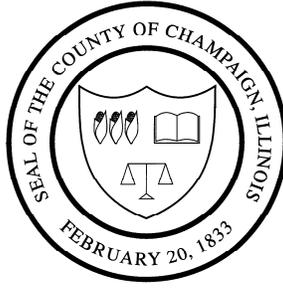






Steve Summers
Chair

Stan Harper
Vice-Chair



Brookens Administrative Center
1776 East Washington Street
Urbana, Illinois 61802
Phone (217) 384-3772
Fax (217) 384-3896

**Champaign County Board
Facilities Committee**

MEMORANDUM

TO: Facilities Committee
FROM: Steve Summers, Facilities Committee Chair
DATE: April 28, 2022
RE: Project Labor Agreement

There has been interest expressed by members of the County Board for our county to adopt the use of Project Labor Agreements for construction projects funded by Champaign County taxpayers.

The use of Project Labor Agreements (PLA's) date back to the 1930's. PLA's are collective bargaining agreements between Building Trade Unions and contractors, that govern the terms and conditions of employment for all craft workers, union and non- union, on a construction project. They can protect taxpayers by eliminating delays due to labor conflicts or shortages of skilled workers. PLA's can have a positive impact in creating career paths for women, minorities, veterans, and other underrepresented populations.

I want to thank County Board member Emily Rodriguez and Assistant States Attorney Matt Banach for their assistance in this project.

RESOLUTION NO. 2022 - ____

RESOLUTION AUTHORIZING THE CHAMPAIGN COUNTY EXECUTIVE
TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY AND THE EAST
CENTRAL ILLINOIS BUILDING & CONSTRUCTION TRADES COUNCIL
REGARDING A PROJECT LABOR AGREEMENT
FOR THE _____ PROJECT

WHEREAS, the Champaign County Board _____

through an upcoming construction and/or renovation project.

WHEREAS, the County Board anticipates that a Request for Proposals (RFP) will be issued for this project to elicit bids in a competitive selection process.

WHEREAS, the County provide vital services to the citizens of Champaign County that require the timely completion this project within precise and limited time parameters; and strikes and other work stoppages could delay the completion of certain projects, disadvantaging the County's residents.

WHEREAS, skilled craftsmen are needed by the County to achieve the quality of workmanship essential to meeting public expectations and interests.

WHEREAS, the County Board believes it to be in County's interest to promote the efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work.

WHEREAS, the County Board intends to set standard working conditions for the efficient performance of work at the County, to establish and maintain harmonious relations between all parties to County contracts, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the performance of work at the County.

WHEREAS, it is the policy of Champaign County to encourage and require equal opportunity in employment for all persons, and to promote workplace diversity, and to prohibit discrimination in employment.

NOW THEREFORE, BE IT RESOLVED that the Champaign County Board hereby authorizes the Champaign County Executive to execute the attached Agreement, regarding the attached Project Labor Agreement (PLA), with the East Central Illinois Building & Construction Trades Council (ECIBCTC).

BE IT FURTHER RESOLVED that in the event ECIBCTC agrees to the attached Agreement in a timely manner prior to the issuance of the RFP, the County Executive shall include the attached PLA and attached PLA Contract Terms as part of the County's requirements in the initial RFP to be issued for the _____ Project, and shall negotiate with the selected bidder to the RFP to include the attached PLA-Related Contract Terms, or terms substantially similar thereto, in any final award of contract.

BE IT FURTHER RESOLVED that in the event no qualified bidders bid on the initial RFP for said project, or portion thereof, the County Executive may request new proposals without including the PLA.

BE IT FURTHER RESOLVED that in order that the County Executive have the power to see that this resolution of the County Board is faithfully executed, the County Executive shall have the duties and powers detailed in Article 14 of the attached PLA regarding Workforce Diversity and Equal Opportunity in Employment, including but not limited to: determining the sufficiency of good faith efforts; establishing narrowly tailored and flexible female and minority contract participation goals; granting or denying waivers; monitoring compliance; approving affirmative action and utilization plans; and, if necessary, invoking any of the sanctions provided for under the terms of the agreement with the contracting entity.

PRESENTED, ADOPTED, APPROVED, AND RECORDED
this ____ day of _____ A.D. 2022

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____

Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board

Date: _____

Approved: _____

Darlene A. Kloeppel, County Executive

Date: _____

Attachments: Agreement between ECIBCTC and Champaign County, Illinois (proposed)
PLA-Related Contract Terms (proposed)
ECIBCTC Project Labor Agreement (proposed)

**AGREEMENT
BETWEEN THE
EAST CENTRAL ILLINOIS BUILDING & CONSTRUCTION TRADES COUNCIL
AND
CHAMPAIGN COUNTY, ILLINOIS**

1. This Agreement is entered into to facilitate the timely completion of a specific upcoming construction and renovation project at Champaign County (“the County”), namely the project commonly referred to as the _____ Project, RFP # _____ (the “Project”).
2. The County provides vital services to the citizens of Champaign County that require the timely completion of projects within precise and limited time parameters. Strikes and other work stoppages could delay the completion of certain projects, disadvantaging the County’s residents. Skilled craftsmen are needed by the County to achieve the quality of workmanship essential to meeting public expectations and interests. Furthermore, the parties to this Agreement believe it to be in their mutual interest to promote the efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set standard working conditions for the efficient performance of work at the County, to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the performance of work at the County.
3. The County agrees to include the attached Project Labor Agreement (“PLA”), or mutually agreed successor versions, as part of the Request for Proposals (“RFP”) for the Project, which is a construction and/or renovation project estimated to cost Thirty Thousand Dollars (\$30,000.00) or more as determined by the County.
4. Any firm, union affiliated or not, may bid on the Project pursuant to the RFP process. To be awarded a contract, successful bidders must become a party to the PLA or a substantially similar successor version as may be reasonably negotiated and mutually agreed upon between the bidder and the County. This Agreement applies only to this Project.
5. The East Central Illinois Building & Construction Trades Council (“the ECIBCTC”), its member unions, agents, affiliates and surrogates agree to not stop, delay, interrupt, strike, picket, harass or interfere in any way with construction projects, contractors, or employees engaged in County projects covered by a PLA. Any interference, whether lawful or not, shall terminate this Agreement.

6. In the event that no qualified bidders bid on a project, or portion thereof, the County reserves the right to request new proposals without including the PLA.
7. In the event that there is insufficient labor available through ECIBCTC member Unions to staff construction projects, the County reserves the right to exclude the PLA as a requirement from any or all solicitations for construction until such time as sufficient labor is made available. The County will make efforts to consult with the ECIBCTC prior to excluding the PLA. The ECIBCTC will be provided an opportunity to remedy the labor insufficiency prior to the PLA being excluded. The County reserves the sole right to determine the sufficiency of available labor. Nothing in this Agreement shall preclude the County from utilizing or assigning County employees to perform assigned work.
8. All parties agree to cooperate to promote a diverse workforce and equal opportunity in employment, as detailed in Article 14 of the attached PLA.
9. The term of this Agreement is two years, beginning _____, 2022, and ending on _____, 2024, unless extended by mutual agreement as detailed in paragraph 10.
10. Neither party to this Agreement shall be obligated to enter into any negotiations for the renewal or extension of this Agreement. If either party desires to renew or extend the Agreement, such party will notify the other party in writing at least ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, the East Central Illinois Building & Construction Trades Council and Champaign County have caused this Agreement to be executed in their respective capacities effective this _____ day of _____, 2022.

Champaign County (County)

**East Central Illinois Building & Construction
Trades Council (ECIBCTC)**

Darlene A. Kloepfel,
County Executive

President of ECIBCTC

Attest: _____
Aaron Ammons, County Clerk
And *Ex-Officio* Clerk of the
Champaign County Board

Vice President of ECIBCTC

Secretary/Treasurer of ECIBCTC

PLA-RELATED CONTRACT TERMS

Equal Opportunity in Employment & Project Labor Agreement Provision

For the purposes of this provision, "contracting entity" means the legal entity that has signed a contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the County. The words used herein and the requirements shall be interpreted in accordance with and have the meaning ascribed to them as set forth in Article 14 of the Project Labor Agreement.

- (1) *Non-discrimination pledge.* The contracting entity shall not discriminate against any employee during the course of employment or application for employment on the basis of race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military.
- (2) The contracting entity shall make good faith efforts in accordance with its affirmative action plan and utilization plan, if one is required to be submitted to and approved by the County, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Article 14 of the Project Labor Agreement regarding this project.
- (3) *Notices.* The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the County, setting forth the provisions of the non-discrimination pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the County's notice.
- (4) *Employment relations.* The contracting entity shall send to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a copy of the contracting entity's notice regarding the non-discrimination pledge.
- (5) *Solicitation and ads for employment.* The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state "This is an Equal Opportunity Employer."
- (6) *Access to books.* The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the County Executive or the County Executive's designee for purposes of investigation to ascertain compliance with these provisions and the Project Labor Agreement.

- (7) *Reports.* The contracting entity shall provide periodic compliance reports to the County Executive, upon request. Such reports shall be within the time and in the manner proscribed by the County and describe efforts made to comply with the provisions of the Project Labor Agreement.
- (8) *Remedies.* In the event that any contracting entity fails to comply with the above subsections, or fails to comply with or make good faith efforts to comply with its affirmative action plan, utilization plan, or any provision of county, state or federal law relating to human rights, after the County has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to cure the non-compliance, then the County, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:
- (i) Cancel, terminate or suspend the contract in whole or in part;
 - (ii) Declare the contracting entity ineligible for further contracts for up to one calendar year;
 - (iii) Recover from the contracting entity by set-off against the unpaid portion of the contract price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of fifty dollars (\$50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity fails to comply with these provisions of the contract, as determined by the County Executive, the said sum being fixed and agreed upon by and between the contracting entity and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the County would sustain;
 - (iv) Seek other contractual remedies or sanctions allowable by law.
- (9) Construction contractors shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

East Central Illinois Building & Construction Trades Council
Project Labor Agreement

This Agreement is entered into this _____ day of _____, 2022, by and between _____ and the East Central Illinois Building and Construction Trades Council (ECIBCTC) for and on behalf of its affiliates, individually and collectively, hereinafter referred to as the “Union”. This Agreement shall apply to work performed by the Employer (Champaign County) and its Contractors and Subcontractors on Construction known as the _____, hereinafter referred to as the “Project”.

Article 1 - Intent and Purposes

1.1 It is mutually understood that the following terms and conditions relating to employment of workmen covered by this Agreement have been written in order to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties of the Agreement, to secure optimum productivity and to eliminate strikes, lockout, or delays in the prosecution of the work.

(a) Therefore, the following provisions will be binding upon _____ and all its sub-contractors (herein jointly referred to as “Contractor”), who shall be required to sign the Participation Agreement, attached hereto as Exhibit A, and the Unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of this Project Agreement to said sub-contractors upon their signing the Participation Agreement. It is understood that each sub-contractor will be considered and accepted by the Unions as a separate employer for the purposes of collective bargaining. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This agreement may be modified by mutual consent in writing by the parties' signatory hereto.

(b) Nothing in this Agreement shall preclude the County from utilizing or assigning County employees to perform assigned work.

1.2 The Contractor agrees to be bound by the terms of the applicable Collective Bargaining Agreements and amendments thereto of the affiliates of the East Central Illinois Building and Construction Trades Council and the applicable employers association, if any. The applicable Collective Bargaining Agreement is that which predominates in Champaign County for the particular work performed by the Contractor. Such agreements are incorporated herein by reference, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article XI, XII, and XIII of this Project Labor Agreement, which shall apply to work. It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail. In order to comply with the requirements of the various fringe benefit funds to which the

Contractor is to contribute, the Contractor shall sign the applicable participation agreements when necessary.

1.3 The Contractor and the Union agree that should the collective Bargaining Agreement (CBA) of any ECIBCTC affiliate signatory to this Agreement will expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactively is agreed upon by both bargaining parties.

Article 2 - Recognition

2.1 The Contractor recognizes the ECIBCTC and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite. ECIBCTC affiliates signatory to this Agreement will have recognition on the project for their craft.

Article 3 - Administration of Agreement

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, the County, ECIBCTC representatives, and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor, the County, or the ECIBCTC may at any time require a meeting to review the operation of this Agreement. Said meeting shall take place within one week of the written request. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the ECIBCTC no less than two days prior to these meetings, a job status report, planned activities for the next 30 day period, actual number of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

3.4 ECIBCTC shall supply a Union Contact List, attached hereto as Exhibit B, and shall provide an updated Union Contact List to both the Contractor and the County within one week of any change to the information therein.

3.5 The Contractor shall supply the County with a fully signed copy of this Agreement immediately after its execution. The Contractor shall have a continuing duty to promptly supply the County with complete copies of all signed Participation Agreements.

Article 4 - Hours of Work Overtime Shifts and Holidays

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time, which is to be established at the pre-job conference, will be applicable to all craft employees on the project. Changes in the standard work day and week must be requested in writing and approved by the County. Should job conditions dictate a change in the established starting time and/ or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the crafts involved and the ECIBCTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established workday of eight (8) hours, Monday through Friday and all the time on Saturday shall be paid in accordance with each craft's current Collective Bargaining Agreement. All time on Sundays and Holidays shall be paid for at the rate of double time. Fringe benefit payments for all overtime work shall be paid in accordance with each craft's Current Collective Bargaining Agreement.

4.3 Shifts may be established when considered necessary by the Contractor. Shift pay shall be in accordance with each craft's current Collective Bargaining Agreement. Shifts when established shall continue for a minimum of five (5) consecutive days. Changes in shift must be requested in writing and approved by the County.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent has been given by the Business Manager.

Article 5 - Absenteeism

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

Article 6 - Management Rights

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

Article 7 - General Working Conditions

7.1 Employment begins and ends at the project site.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.

7.3 The Contractor may utilize brassing, time clocks or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of the trades and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foremen's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction tools or other labor-saving devices to accomplish the work.

7.7 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.8 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment. These personnel may make modifications and final alignment which may be necessary prior to and during the start-up procedure in order to protect factory warranties.

7.9 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the ECIBCTC prior to any involvement on the project by these personnel. The Contractor will inform the ECIBCTC of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

7.10 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply ECIBCTC and affiliated unions with delivery schedules, allowing as much time as possible to ensure the appropriate crafts will be available to unload the materials or equipment.

Article 8 - Safety

8.1 The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the ECIBCTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

Article 9 - Subcontracting

9.1 The Project Contractor agrees neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project, shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting, with the exception of ready mix, aggregate, asphalts, brick, block, drywall, and trash removal.

Article 10 - Union Representation

10.1 Authorized representatives of the ECIBCTC and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each ECIBCTC affiliate which is a party to this Agreement shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the

work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

Article 11 - Work Stoppages and Lockouts

11.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the ECIBCTC, its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the project site is a violation of this Article.

11.2 The ECIBCTC and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppages, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.

11.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

11.4 Neither the ECIBCTC nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the ECIBCTC will immediately instruct order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The ECIBCTC in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

11.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged; after all involved parties have been notified.

(a) The party invoking this procedure shall notify an individual to be mutually agreed upon; whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by service with delivery confirmation to the party alleged to be in violation and all involved parties.

(b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exist but not before twenty-four (24) after the service with delivery confirmation notice to all parties involved as required above.

(c) The Arbitrator shall notify the parties by service with delivery confirmation of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to hereinabove in the following manner. Written notice by service with delivery confirmation of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by service with delivery confirmation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation. In the event that no violation is found, such fees and expenses shall be borne by the moving party.

Article 12 - Disputes and Grievances

12.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruption, delays, or work stoppages.

12.2 The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article, accept when any craft which has a no strike, no lockout grievance procedure which results in final and binding arbitration, then they shall use their local grievance procedures to settle such disputes.

12.3 Any questions or dispute arising out of and during the term of this Project Agreement (other than Trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: (a) When any employee subject to the provisions of the Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

Step 1: (b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2: (a) The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3: (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an Arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, the fee and expenses of the arbitrator shall be borne equally between the Contractor and the involved Local Union(s).

Step 3: (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

12.4 The Project Contractor and County shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

Article 13 - Jurisdictional Disputes

13.1 As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor or organization on the site.

13.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

- (a) Negotiation by and between the Local Business Representative of the disputing Unions and Contractor assigning the work within 5 business days. Such negotiation shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
- (b) The International Representatives of the disputing Union shall meet on the job site by phone conference, e-mail or fax and attempt to resolve said dispute within 5 business days.
- (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an agreed upon arbitrator after complying with paragraph 13.2(b) above within 5 business days. An arbitrator will be selected from a panel of seven (7) arbitrators supplied through the Federal Mediation and Conciliation Service being selected or rejected one at-a-time by the Unions involved. The arbitrator's decision will be final and legally binding on this project only. Further, the losing party(s) will be responsible for the cost of the Arbitrator.
- (d) A jurisdictional dispute may be submitted upon a pre-job assignment.
- (e) If any party to the jurisdictional dispute does not fully comply with the steps and time limit with each step, then the party in non-compliance will lose by "automatic default".
- (f) Time limits at any step can be extended if all parties to the jurisdiction mutually agree in writing.
- (g) All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps 13.2(a) & 13.2(b) and proceed directly to an expedited arbitration hearing.

13.3 The signatory parties to this Agreement agree that all jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Article 14 – Workforce Diversity & Equal Opportunity in Employment

14.1 It is the policy of Champaign County to encourage and require equal opportunity in employment for all persons, and to promote the full realization of equal employment opportunity through actions by contracting entities who contract with the County. This Article establishes standards and procedures by which Contractors and Unions who perform work on County projects may comply with this stated equal employment opportunity policy.

14.2 Neither the Contractor nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest

record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military.

14.3 Neither the Contractor nor the Union shall retaliate against a person because they complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

14.4 *Definitions.* The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

(a) *Construction contract* means any contract to which the County is a party for the construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property.

(b) *Construction contractor* means any person who contracts with the County in a construction contract.

(c) *Construction subcontractor* means any person who contracts with a construction contractor in an amount greater than Thirty Thousand Dollars (\$30,000.00) for any single construction contract.

(d) *Contracting entity* means any vendor, construction contractor, or construction subcontractor.

(e) *Good faith efforts* are documented actions taken or planned by a contracting entity that are reasonably calculated to meet an established utilization or workforce participation goal or to encourage employment of, partnership with, and development of MBEs, WBEs and female and minority individuals in County projects. A contracting entity making good faith efforts actively and aggressively seeks participation by and partnership with WBEs, MBEs, and women and minority workers. The County will consider the quality, quantity, and consistency of efforts made by a contracting entity in determining whether the contracting entity has acted in good faith.

(f) *Minority Business Enterprise (MBE)* means a business that is at least 51 percent owned by one or more minority persons, or in the case of a corporation, at least 51 percent of the stock in which is owned by one or more than one minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own the business.

(g) *Minority.* For purposes of this Article, "minority" shall be defined by reference to the definition of "minority person" in the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2, as amended.

(h) *Vendor* means persons who sell goods or services to the County in non-construction contracts and any financial depository in which the County deposits funds.

(i) *Woman Business Enterprise (WBE)* means a business that is at least 51 percent owned by one or more women, or, in the case of a corporation, at least 51 percent of the stock in which is

owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own the business.

14.5 *Good faith efforts.*

(a) All contracting entities performing work on this Project are required to demonstrate good faith efforts in order to be considered a responsive bidder or respondent and throughout the duration of this Project to meet the County's established goals for utilization and employment of MBE and WBE firms and minority and female workers. The County Executive or his or her designee will determine the sufficiency of a contracting entity's good faith efforts. Sufficiency of good faith efforts may vary depending on the type of project, the type of products and/or services to be provided, and the duration of the project.

(b) *Female and Minority Participation Goals.* The County will set aspirational contract participation goals for this Project, except as exempted or waived pursuant to this Article, to assist in inclusion efforts of racial and ethnic minorities, women, and MBEs and WBEs. Contracting entities may meet contract participation goals in two ways: by employing set percentages of female and minority employees ("workforce participation goals"), and/or by assigning set percentages of work on a project to MBEs and WBEs ("utilization goals"). The County will ensure that female and minority participation goals are narrowly tailored in accordance with applicable law, and the County will provide appropriate flexibility to businesses in establishing and providing opportunities for female and minority workers. The County Executive will establish and report goals to the County Board as soon as reasonably practicable upon commencement of the Project, or prior thereto if feasible.

(c) The Union shall make all reasonable efforts to encourage, facilitate, and cooperate with a contracting entity in meeting the County's workforce participation and utilization goals and demonstrating good faith efforts.

(d) The following are minimum requirements a contracting entity must meet to demonstrate good faith efforts:

(1) All contracting entities must submit an Affirmative Action plan as outlined in Article 14.6.

(2) All contracting entities must make all reasonable efforts to contact, negotiate, and partner in good faith with MBE and WBE firms for potential subcontracting and/or joint venture opportunities and to employ female and minority employees.

(3) All contracting entities must submit a utilization plan that outlines their planned use of qualified MBE and WBE firms as subcontractors or as part of a joint venture, if applicable, and their employment of female and minority employees.

(e) Other evidence of good faith efforts by contracting entities may include, but is not limited to:

(1) Providing job training or direct employment opportunities to increase the utilization of women and minorities on County projects.

- (2) Attendance at County-sponsored networking events to increase the utilization of MBEs, WBEs, and female and minority workers.
- (3) Providing evidence that the contracting entity has met or exceeded the goals established for this County project related to the utilization of MBE and WBE firms and minority and female workers. Evidence may include payroll records or other documents showing the percentage of minority or female workers employed on a project or the percentage of project hours completed by minority and female workers.
- (4) Monetary contributions to training and development funds or organizations dedicated to encouraging MBE and WBE businesses and minority and female workers.
- (5) Outreach and recruitment efforts of WBEs and MBEs and female and minority workers.
- (6) Packaging requirements, where feasible, into tasks and quantities that encourage maximum participation from MBEs, WBEs, and minority and female workers.
- (7) Providing interested and qualified MBEs and WBEs with adequate information about the bidding and request for proposal process, adequate time to respond, and assistance in responding to bid and proposal solicitation.
- (8) Assisting interested MBEs and WBEs in obtaining necessary equipment, supplies, and materials to successfully compete for County contracts and subcontracts.
- (9) Assisting interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance.
- (10) Seeking services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as appropriate, to provide assistance in recruiting MBEs, WBEs, and minority and female workers.
- (11) If a contracting entity has rejected one or more MBEs or WBEs for a subcontracting or joint venture opportunity, providing supportable reasons for rejection based on a thorough investigation of the business and its qualifications.
- (12) All other evidence of good faith efforts that the County Executive or his or her designee deems sufficient to advance the County's goals to encourage minority and female participation in County projects.

(e) *Waiver.*

- (1) Contracting entities that are unable to achieve utilization and workforce participation goals established for County projects may request a waiver from the County Executive or his or her designee. Waivers will only be granted when all reasonable attempts at good faith efforts have been exhausted.

(2) Good faith effort requirements may be waived on certain County projects due to the inability to appropriately apply the requirements in this section as a result of the nature of the contract or project.

(3) A waiver may be granted at the initiation of a purchase, at the vendor selection phase, or at any time during the term of the project.

(4) The determination to grant or deny a waiver and the duration of the waiver will be at the sole discretion of the County Executive or his or her designee.

(5) A contracting entity that demonstrates unwillingness to make good faith efforts, or that has demonstrated unwillingness to comply with good faith efforts in past County projects, will not be eligible for a waiver.

(f) *Compliance.*

(1) If the County Executive or his or her designee determines that a contracting entity has not made recent and substantial good faith efforts during the term of a County project, and the contracting entity does not have a valid waiver, the County Executive or his or her designee will notify the contracting entity of its non-compliance in writing. The notice will detail the non-compliance and will include information regarding the actions the contracting entity must take to cure the non-compliance.

(2) The contracting entity will be given ten (10) business days to cure the non-compliance or to provide a response in writing to the County Executive or his or her designee making acceptable arrangements to cure the non-compliance. Acceptable arrangements may include a waiver where the County Executive or his or her designee deems appropriate.

(3) If the contracting entity fails to cure the non-compliance or to make acceptable arrangements to cure the non-compliance within ten (10) business days, or if the County Executive or his or her designee finds the contracting entity's response insufficient, the County Executive or his or her designee may:

a. Cancel, terminate, or suspend the contract in whole or in part;

b. Declare the contracting entity ineligible for further contracts for up to one calendar year;

c. Require the contracting entity to pay liquidated damages in the amount of fifty dollars (\$50.00) per day for each day the contracting entity was in non-compliance beginning with the original date of the letter of non-compliance; and/or

d. Pursue other contractual remedies or sanctions allowable by law.

14.6 Affirmative action plan; submittal and approval.

(a) *Submittal.* Each contracting entity, as defined herein, shall submit an affirmative action plan and a utilization plan for the County's consideration describing the actions the entity will take to ensure compliance with this article. Affirmative action plans shall be accepted for a period of one (1) year from the date of approval by the County. Utilization plans must be submitted for each contract unless otherwise determined by the County Executive or his or her designee.

(b) *Minimum requirements.* The plan shall be approved by the County Executive or his or her designee if, and only if, the plan at minimum reflects substantial compliance with the following requirements:

(1) *Equal employment policy statement.* The contracting entity must indicate a positive attitude toward equal employment opportunity and indicate that decisions regarding recruitment, hiring, training and promotion will be made without regard to race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military, except when one (1) of these criterion is a good faith qualification for the occupation involved.

(2) *Assignment of responsibility.* The contracting entity must select a director of the contracting entity's affirmative action program. It will be the director's responsibility, among other things, to assist in the identification and solution of problems. The contracting entity must give the director the necessary top management support and staffing to fulfill his or her job duties.

(3) *Procedures for disseminating policy.* A policy of affirmative action is considered to be of little value unless it goes beyond the words on a piece of paper and is put into effect. The contracting entity is responsible for establishing procedures for disseminating their affirmative action program both within the entity (internally) and outside the entity (externally).

(4) *Utilization analysis.* The contracting entity must identify those areas within the contracting entity's workforce in which minorities and women are being under-utilized. A utilization analysis is composed of four (4) different parts: a workforce analysis; identification of job groups within the contracting entity; an availability analysis; and an under-utilization analysis.

(5) *Goals and timetables.* For each job group in which under-utilization of minorities or women is found, the contracting entity must set up a system of goals and timetables for correcting the deficiencies. Separate goals for minorities and women must be established, but a single goal for minorities is acceptable unless it is determined that one (1) minority is underutilized in a substantially disparate manner.

(6) *Identification of problem areas and adverse effect.* The contracting entity must identify key job titles in which women or minorities are under-represented in relation to

their availability in the workforce and those employment practices which have an adverse effect on women or minorities so as to discourage their employment or full utilization. The contracting entity studies of applicant flow, recruitment procedures, selection and placement procedures, promotions and transfers, seniority systems, terminations, relations with labor unions, employee benefits and working conditions are required.

(7) *Corrective action measures.* Should problem areas be identified or a disproportionate impact on women or minorities be uncovered, the contracting entity is obligated to develop and execute corrective action programs. The total selection process should be evaluated and the necessary changes made.

(8) *System for monitoring compliance.* To ensure that the non-discrimination policy is being carried out, the contracting entity should monitor employment actions at all levels and require the submission for review of reports from unit managers on a scheduled basis.

(9) *Support of EEO programs.* The contracting entity must actively support local, state, and national programs that are designed to improve the employment opportunities of women and minorities.

(10) *Recruitment of persons outside workforce.* Racial minorities and women generally considered outside of the workforce should be considered for employment when they have the requisite skills and can be recruited through good faith efforts.

(11) *System of records and annual summary.* In order to be able to supply compliance officers with information on affirmative action efforts, contracting entities should establish a system of compiling support data in such forms as applicant flow data, progression line charts, seniority rosters, and applicant rejection ratios indicating minority and sex status.

(c) *Failure to submit plan.* If the proposed contracting entity fails to submit an affirmative action plan and utilization plan which, in the County Executive's sole discretion, comply with this section, prior to the execution of a contract by the County, or within such reasonable time after execution as may be provided by the County Executive, the sanctions provided for in this article or provided for in the agreement shall be enforced against the contracting entity.

(d) *Failure to cooperate or comply with plan.* If the contracting entity fails to provide information required to the County Executive to determine compliance with the plan within ten (10) business days of any such request, or fails to make a good faith effort to comply with the provisions of the submitted and approved affirmative action plan, or utilization plan the County Executive may invoke any of the sanctions provided for under the terms of the agreement with the contracting entity.

Article 15 - General Savings Clause

15.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or State government, the Contractor and the Union shall suspend the operation of such Article and provisions during the period of its invalidity and shall substitute by mutual consent, in its

place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

Article 16 - Term of Agreement

16.1 This Agreement shall be in full force as of and from the date shown above to and including the end of all construction by the Contractor.

(Remainder of page intentionally left blank.)

PROJECT NAME AND CONTRACTOR SIGNATURE PAGE

Project Name _____

IN WITNESS WHEREOF, the ECIBCTC and CONTRACTOR have executed this Project Labor Agreement on this _____ day of _____, 2022.

CONTRACTOR

East Central Illinois Building & Construction Trades Council (ECIBCTC)

Contractor Signature

ECIBCTC President by resolution and authority of the signatory trade unions of the Project Labor Agreement

Print Name

- Boilermakers LU #60
- Bricklayers LU #8
- Carpenters LU #243
- Electrical Workers LU #601
- Elevators LU #55
- Glaziers LU# 1168
- Heat and Frost Insulators LU #18
- Ironworkers LU #380
- Laborers LU #703
- Laborers LU #751
- Millwrights LU #1051
- Operating Engineers LU #841
- Painters LU #363
- Plasterers & Cement Masons LU #143
- Plumbers & Steamfitters LU #149
- Road Sprinklers LU #669
- Roofers LU #97
- Sheet Metal LU #218
- Teamsters LU #26

Title

Company Name

Address

City, State, Zip Code

Phone

Fax

Email

Website

SIGNATURE PAGE(S) FOR THE UNIONS

(to be supplied by Union)

PARTICIPATION AGREEMENT

The undersigned Project Contractor, Contractor or subcontractor, subcontracting to _____ agrees to be bound to the attached Project Labor Agreement negotiated between _____ and the East Central Illinois Building & Construction Trades Counsel (ECIBCTC).

Project Contractor, Contractor, Subcontractor

By

Date

UNION CONTACT LIST

(to be supplied by Union)

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered ~~into this _____ day of _____, 2022~~ on the date fully executed herein by and between CHAMPAIGN COUNTY, ILLINOIS, a body corporate and politic, hereinafter referred to as "County", and METROPOLITAN COMPUTER-AIDED DISPATCH-~~AGENCY~~, an intergovernmental agency, hereinafter referred to as "METCAD".

WITNESSETH:

WHEREAS, County is the owner of real estate commonly described as 1905 East Main Street, Urbana, Illinois, which premises are presently improved with a commercial building; and

WHEREAS, METCAD desires to rent a portion of such building and adjacent parking and land as hereinafter described on the attached Exhibit A; and

WHEREAS, the County has rehabilitated such space for METCAD's specific and unique use as a Public Safety Answering Point (as that term is defined in the Emergency Telephone System Act, 5 ILCS 750/1 et seq.) for public safety dispatch to fire, police, and emergency service agencies within the County, pursuant to a "Construction Agreement Between Champaign County and METCAD" dated November 28, 2000; and

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WHEREAS, since the year 2000 the parties have engaged in a series of lease extensions regarding said premises, the most recent of which expires on June 30, 2022, and continue to desire a renewal of the lease agreement in writing.

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

Section 1. Term.

County leases to METCAD the premises commonly described as 1905 East Main Street, Urbana, Illinois, and in connection therewith, specifically a leased portion of the first floor and lower level and adjacent parking and land as are more particularly described on Exhibit A, for a term commencing July 1, 2022, and ending at midnight on June 30, ~~2032~~ 2042. The lease shall automatically renew for successive one (1) year terms thereafter unless notice of non-renewal is provided with three (3) months prior written notice to the other party.

Commented [TY1]: METCAD proposes a 20 year term.

Commented [TY2]: Automatic renewal provision added.

Section 2. Use of Premises.

(a) Use. Upon commencement of this lease, METCAD shall use the premises for the purpose of operating a Public Safety Answering Point (PSAP), now known as "METCAD", and all administrative and related operations. METCAD shall comply with all governmental regulations affecting the operations of the premises in this manner. METCAD shall not conduct any activity that is unlawful or ultra-hazardous.

(b) Extent of Use. METCAD shall have exclusive possession of the first floor and lower-level space designated as "METCAD exclusive", on Exhibit A, joint use with other tenants, if any, of the restrooms on the first floor, joint use with Champaign County ~~ESDA~~-EMA of the first floor conference room, and exclusive use of the land for the METCAD radio tower at the southeast corner of the building. METCAD shall have access to all of the common areas of the premises.

(c) Generator Access. The County agrees that it will provide and maintain an electrical generator sufficient in capacity for emergency use in the event of interruption of the commercial electricity supply. The parties agree that it is desirable for METCAD to transfer off of the commercial power supply and to operate on generator power supply during times of inclement weather or other potential power disruptions. The County agrees to provide METCAD with a manual generator cut-over switch and allow METCAD to engage the generator when necessary for the continuous operation of METCAD. The County agrees to provide shared access to the generator present on the property and used by Champaign County ~~E.S.D.A.~~-EMA. METCAD shall be allowed to use the generator and have access to the generator for purposes of guaranteeing, to the extent practicable, METCAD's uninterrupted power supply. The County agrees to cycle the generator weekly, provide routine maintenance as recommended by the manufacturer, and maintain a written maintenance log to ensure availability when needed by METCAD.

(d) Other Building Tenants. Because of the continuous operation of METCAD, and its need for a high degree of security to ensure public safety, the County shall not lease to any non-governmental tenants, except upon the written consent of METCAD which shall not be unreasonably denied. No tenant shall be allowed which requires or utilizes on the premises hazardous or flammable materials. A morgue shall not be permitted except with the consent of METCAD.

(e) Emergency Use of the Lower Level and METCAD Equipment. In the event that it is not desirable for METCAD to continue emergency operations from the first floor facility due to weather or other circumstances affecting the safety of continued operations on the first floor, or during events within the county that cause to have the Champaign County Emergency Operations Center (EOC) activated, METCAD shall have the right to utilize the existing METCAD Dispatch consoles and equipment that are located within the EOC. Such use of the EOC may be in conjunction with EMA staff, or without, depending on the circumstances.

Commented [JW3]: I spoke with Dana about the need to add this language as well. I did not have anything in writing at the time I discussed it but he was generally agreeable to the idea. If you look at the original lease, there was similar language but it referenced the "old" METCAD room, which no longer exists. After METCAD moved upstairs, the old equipment remained downstairs and the room was essentially given to ESDA. Since then, METCAD has equipped the EOC with two, fully functioning dispatch work stations (Radios, 9-1-1 phones, CAD) so that dispatch operations can be ran from the EOC during things like the Marathon or in the event that we would want our staff to shelter in the basement. So, same needs, same rationale, different room.

Section 3. Rent.

(a) Annual Rent. METCAD shall pay rent in advance to the County, payable in a single lump sum annually by July 30 of each year.

(b) Rental Rate, first year. For the first year of this lease agreement (July 1, 2022, through June 30, 2023) annual rent shall be in the amount of Forty-Two Thousand Four Hundred Thirty-Eight Dollars and Zero Cents (\$42,438.00).

(c) Rental Rate Increase by CPI. The annual rent each year after the first year of this lease agreement shall be the preceding year's annual rent multiplied by the percent increase to CPI (as documented to Champaign County by the Illinois Department of Revenue in January of each year, to determine the maximum extension under the Property Tax Extension Limitation Law), except that if the CPI is negative, then the rent shall be adjusted by 0%, and if the CPI exceeds ~~5~~2%, the rent increase shall be capped at ~~5~~2%. County will notify METCAD of the rental rate increase by CPI by ~~April-February 1~~ of each year of this lease agreement.

Commented [TY4]: We propose change to February 1 so that METCAD has sufficient time to prepare the next FY budget.

Section 4. Utilities.

(a) The County shall contract for electricity, natural gas, liquid propane, sanitary sewer, water and garbage removal as required on the premises. County shall arrange and grant all necessary easements for utility service supplied to facilitate installation, maintenance, and repair of utility services required by METCAD. The parties recognize that it is the very highest priority to maintain utility services to METCAD, due to its function as an emergency services dispatch agency, and that the County will take such into account in its arrangements for utility services.

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~~(b)~~ (b) Utility Expenses. The County shall pay for the costs of ~~such all~~ utilities. Annually by July 1 of each year, County shall bill METCAD for sixty percent (60%) of the costs it has paid for electricity, natural gas and water for the previous twelve (12) months. Copies of the actual bills will be provided to METCAD. METCAD shall pay within thirty (30) days of billing. and shall bill

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~~METCAD for sixty percent (60%) of the cost of such utilities to the entire premises of 1905 E. Main Street, Urbana, Illinois, during the preceding twelve (12) months. The County will notify METCAD of the updated utility expenses by April 1 of each year of this lease agreement. send a copy of utility bills paid by the County to METCAD. Within 30 days of receipt by METCAD, METCAD shall pay the County for 60% of the utility expenses itemized in the utility bills. in a single lump sum annually by July 30 of each year. For the first year of this lease agreement (July 1, 2022, through June 30, 2023) annual utility expenses shall be in the amount of Forty Thousand Four Hundred Forty One Dollars and Sixty Cents (\$40,441.60).~~

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~~(c)~~ (c) Utility services for METCAD's exclusive use, such as cable and telephone shall be contracted for and paid by METCAD.

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Section 5. Custodial Services.

(a) ~~—~~ The County shall provide such custodial services to METCAD as may be required to keep the premises in a clean and sanitary condition. Custodial tasks are included in Exhibit B, Custodial Task List. Both parties agree that modifications, additions, and deletions can be made to the task list provided the designated representatives of both parties agree in writing and the written agreement becomes part of the lease agreement and shall remain in effect for the term thereof. The right of free access for custodial services is reserved to the County for any other situations, and such access would be with prior notification to METCAD. METCAD reserves the right to refuse entry of persons if security of the ~~Public Safety Answering Point (PSAP)~~ would be compromised by allowing entry. The County reserves the right to determine the custodial agent.

(b) ~~—~~ Custodial Expenses. Custodial services will be made available by the County to METCAD, at fifty percent (50%) of the County's actual cost for custodial service to the entire

premises of 1905 E. Main Street, Urbana, Illinois. ~~The County will inform METCAD annually by February 1 of the cost for such service for the next year. If METCAD desires to purchase the janitorial service offered at that cost, it shall inform the County in writing and shall pay annually within sixty (60) days of notice by the County. METCAD shall pay for custodial services in a single lump sum annually by July 30 of each year.~~ For the first year of this lease agreement (July 1, 2022, through June 30, 2023) annual custodial expenses shall be in the amount of Thirteen Thousand Two Hundred Twenty-Four Dollars and Seventeen Cents (\$13,224.17).

(c) ~~—~~ Custodial Expense Increase. The annual custodial expenses each year after the first year of this lease agreement shall be the preceding year's annual custodial expenses modified by any increase to the actual costs of providing said services, including the application of any increase in wages for custodial employees as determined by the then-current AFSCME collective bargaining agreement. County will notify METCAD of the custodial expense increase by ~~April~~ February 1 of each year of this lease agreement.

Section 6. Maintenance and Repairs.

(a) Maintenance. During the term of this lease, the County shall be responsible for the maintenance of the interior and exterior of the building located on the leased premises except as otherwise stated below. During the term of this lease, the County shall also be responsible for maintaining and taking care of the grounds, landscaping, and parking areas contained within the leased premises.

(b) Repairs.

(i) System Repairs. County shall be responsible for all "repairs" to the heating, sewer, plumbing, mechanical, electrical, air-conditioning systems, if any, serving the leased premises. County shall not be responsible for any repair to METCAD owned equipment.

(ii) Minor Repairs. During the term of this lease, METCAD shall be responsible for all minor repairs to the interior of its exclusively leased premises, the lower-level equipment room, and jointly used conference room unless the same shall constitute "major repairs". For purposes of this lease, a "minor repair" of the interior shall be

defined as any single repair or replacement whose expense is less than One Thousand Dollars [\$1,000.00]~~Nine Hundred Ninety Nine Dollars [\$999.00] or less.~~

(iii) Major Repairs. County shall be responsible for all major repairs. For purposes of this lease, a "major repair" of the interior shall be defined as any single repair or replacement whose expense is One Thousand Dollars [\$1,000.00] or more.

(c) Repair Requests. METCAD may request reasonable specific repairs, orally or in writing, from the County. Emergency repairs necessary to maintain the continuous operation of METCAD, such as, but not limited to, generator failure repairs and air conditioning system failure repairs, will be made immediately by the County upon notice by METCAD. If the County cannot make such repairs or arrange for such repairs to be made, in the soonest possible practicable time, METCAD shall have the right to arrange for such repairs and to deduct the cost thereof from the next annual rent payment. Safety repairs (such as, but not limited to, repair of handrails) requested in writing will be corrected, or a timetable on correction agreed to, within seventy-two (72) hours following written notification. All other maintenance repairs requested in writing will be corrected, or a timetable of correction agreed to by METCAD, within thirty (30) days of written notification to the County. If the County has not acted within the time designated above, METCAD may repair and shall deduct the costs of such repair from the next rent payment.

Section 7. Parking.

The County agrees to furnish METCAD ten (10) reserved parking spaces for dispatch staff's automobiles at the east end of the parking lot immediately adjacent to the east of the building at 1905 East Main Street, Urbana, Illinois. The County agrees that METCAD requires twelve (12) additional parking spaces for administrative staff's automobiles and METCAD fleet automobile(s). -No additional fee shall be charged for such parking. The County also agrees that public parking sufficient to provide for the usual and customary visitors to the METCAD facility will be provided.

Section 8. Signage.

With approval of the County Executive, METCAD may place on the premises a sign or signs designating the premises as a METCAD office.

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Section 9. Risk of Loss.

All risk of loss to the demised premises and improvements, prior to the commencement of the lease term, shall remain with the County, and any damages shall be promptly repaired by County, unless the same shall result from the negligence or intentional acts of METCAD.

Section 10. Surrender Upon Expiration.

Upon the expiration of the term of this lease, or upon the expiration of any extension period, METCAD shall surrender the premises to the County immediately without further notice or legal process in good condition and repair, ordinary wear and tear excepted.

Section 11 Insurance.

(a) Tort Immunity. The parties recognize that both are governmental units, and that the County is authorized by statute to levy and collect a tort immunity tax, and that METCAD's insurance is obtained and administered by its lead agency, the City of Champaign. Therefore, this agreement shall not be interpreted to require that either party carry insurance or any specific level of insurance, nor to restrict it from self-insuring according to its own judgment. For purposes of this Lease, "Claims" means any and all claims, losses, costs, injuries, damages, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorneys' fees actually incurred).

(b) County. For the term of this lease, County covenants and agrees that any insurance it carries will be at its own cost and expense. All applicable policies shall be written on an occurrence basis, and the City of Champaign and METCAD and their officers and employees shall be named as additional insured parties on the general liability policy and any umbrella policies if applicable. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) form or a manuscript form if coverage is broader than the ISO form. If janitorial employees ~~are employees~~ are employees of the County, Workers' Compensation insurance will be required. If the janitorial employees are contractors employed by either party, the contractor providing the service will be required to

agree in writing that they are the primary provider of workers' compensation benefits for any employees working in the space leased to METCAD. At the time of signing of this lease, the County shall provide METCAD with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and provide METCAD at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. Any renewal certificates of insurance shall be automatically provided to METCAD at least 30 days prior to policy expiration. Any and all risk property insurance on the building and all improvements (except the METCAD leasehold improvements) shall be for their full replacement value, subject to commercially reasonable deductible amounts. All co-insurance provisions of the property coverage shall be waived.

(c) METCAD Insurance. For the term of this lease, METCAD agrees that, for any insurance it carries ~~to~~for this METCAD facility, the County, its officers and employees shall be named as additional insured parties on the general liability policy and any umbrella policies if applicable. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) form or a manuscript form if coverage is broader than the ISO form. At the time of signing of this lease, METCAD shall provide the County with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and the County at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. Any renewal certificates of insurance shall be automatically provided to the County at least 30 days prior to policy expiration. Any and all risk property insurance on all leasehold improvements and equipment shall be for their full replacement value, subject to commercially reasonable deductible amounts. All co-insurance provisions of the property coverage shall be waived.

(d) Subrogation Clause. The following subrogation clause shall appear in any policies of insurance, whether METCAD or County. "Subrogation Clause-It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein."

Section 12. Improvements, Fixtures and Personal Property.

(a) County Improvements. All buildings and improvements, all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and other articles of personal property used in the operation of the building on the said premises (as distinguished from operations incident to the business of METCAD) and all built-in fixtures attached to the land or the building thereon now or hereafter located upon said land, sometimes herein referred to as "building fixtures", shall be and remain a part of the real estate and shall constitute the property of the County.

(b) METCAD Property.

(i) METCAD'S Fixtures. Except as provided in the forgoing paragraph, all of METCAD's trade fixtures and all personal property, fixtures, apparatus, machinery and equipment now or hereafter located upon said premises other than building fixtures as defined in the previous paragraph, and owned by METCAD, shall be and remain the personal property of METCAD and the same are herein sometimes referred to as "METCAD's equipment" (examples include but are not limited to the ~~Enhanced-Next Generation~~ 9-1-1 telephone system, servers, and the uninterruptible power source).

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(ii) Radio Tower. The parties agree that the radio tower at the southeast corner of the building is the property of METCAD. All maintenance of the tower shall be METCAD's responsibility and the County shall have no obligation in regard to the tower.

~~(iii) Equipment. It is the intent of the parties that any of METCAD's fixtures or equipment remaining in the lower level, not in METCAD equipment or storage rooms, after the date of occupancy in the space previously occupied by METCAD dispatch shall be available for use by ESDA, as mutually agreed between METCAD and ESDA. It is the intent of the parties that as long as the equipment remains in the building, METCAD may have use of it in times of emergency when METCAD must relocate to the lower level to continue operations.~~

(c) METCAD's equipment may be removed from time to time by METCAD; provided, however, that if such removal shall injure or damage the premises, METCAD shall repair the damage and place the premises in the same condition as they would have been if such equipment had not been installed.

(d) Improvements by METCAD. During the term of this lease, METCAD may make improvements to the leased premises upon the prior written consent of the County. It shall not be unreasonable for the County to condition any such consent upon METCAD furnishing County with satisfactory evidence of sufficient financing or availability of funds to perform and pay for all anticipated improvements.

(e) Compliance with Codes. Any alterations, maintenance or improvement made to the premises shall be in compliance with all applicable building codes, zoning ordinance and other regulatory provisions.

Section 13. Real Estate Taxes.

The premises are presently exempt from real estate property taxes under 35 ILCS 200/15-60. County intends for that exemption to continue under this lease. If, as a result of this lease, the leasehold interest of METCAD is assessed, METCAD shall apply for an exemption under Illinois law. If an exemption is not approved, METCAD shall be responsible for any real estate taxes imposed on the leasehold interest.

Section 14. Assignment.

METCAD shall not assign this lease or sublet the premises to any other party without the express written approval of the County. Any such approval shall be within the sole discretion of the County.

Section 15. Condemnation.

This lease agreement shall terminate in the event of a total condemnation by an authorized governmental agency. A partial condemnation shall only terminate the lease at the option of either County or METCAD. In the event the lease is not terminated as a consequence of such partial condemnation, METCAD shall be entitled to a partial abatement of rent proportionate to the loss of use in the premises suffered by the METCAD. County shall be entitled to all consequential damages awarded as a result of any eminent domain proceedings. Each party shall be entitled to pursue any and all rights granted pursuant to the condemnation laws of the State of Illinois.

Section 16. Indemnification.

(a) County Indemnified. To the fullest extent permitted by law, METCAD shall at its sole expense and with counsel reasonably acceptable to County, defend, indemnify and hold harmless County from and against all Claims (as defined herein) from any cause, arising out of or relating directly or indirectly to this Lease, the tenancy created under this Lease, or the leased premises, including without limitation:

- (i) The use or occupancy, or manner of use or occupancy, or the premises or building by METCAD;
- (ii) Any intentional act or negligent act of METCAD, or of any officer or employee of METCAD.

This indemnification extends only to claims for:

- (i) Injury to persons (including death at any time resulting from that injury).
- (ii) Physical injury or damage to, or destruction of, tangible property (including loss of use at any time resulting from that injury, damage or destruction); and,
- (iii) Consequential or resulting damage arising out of items (1) or (2) above.

METCAD shall not be liable to County for property damage to the building improvements which are covered by County's policy of insurance as described in Section 11, with the exception of \$1,000.00 initial expense by METCAD as provided in Section 6. Nothing contained in this section shall, however, detract from County's rights as an additional insured party under METCAD's policy of general liability insurance, nor shall that section be construed to limit METCAD's liability under this section.

(b) METCAD Indemnified. To the fullest extent permitted by law, County shall, with counsel reasonably acceptable to METCAD, defend, indemnify, and hold harmless METCAD from and against all claims as defined in Section 11, occurring in any common area of the Premises~~premises~~. In addition, County shall, with counsel reasonably acceptable to METCAD, defend, indemnify and hold harmless METCAD from and against all claims to the extent resulting from the sole negligence or willful misconduct of County in connection with County's activities in, on, or about the real property or building, except where such claim is for damage to the tenant improvements and METCAD's personal property, fixtures, furniture, and equipment in the leased portion of the premises. Nothing contained in this section shall, however, detract from

METCAD's rights as an additional insured party under County's policy of general liability insurance, nor shall that section be construed to limit County's liability under this section.

Section 17. Default.

(a) County shall, on default with respect to any of the provisions of this lease by METCAD, provide METCAD with written notice of any breach of the lease terms or conditions and METCAD shall then have, with respect to any default in the payment of rent, ~~ten-twenty~~ (+020) days, and with respect to any other default have ~~twenty-thirty~~ (2030) days to either correct the condition or commence corrective action, if the condition (other than payment of rent) cannot be corrected in ~~twenty-thirty~~ (2030) days. If the condition is not corrected within the term period or if corrective action is not commenced within ~~twenty-thirty~~ (2030) days, County may elect to declare a forfeiture and terminate the lease by ~~ten-ninety~~ (4090) days' written notice to METCAD or may elect to enforce the terms and conditions of the lease by any other method available under the law.

(b) The foregoing provisions for the termination of this lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of County for breach of any of said covenants or for the recovery of said rent or any advance of County made thereon. In the event of the termination of this lease as aforesaid, METCAD covenants and agrees to indemnify and save harmless County from any loss arising from such termination and re-entry in pursuance thereof, and to that end METCAD covenants and agrees to pay to County from said premises during such month and the rent agreed to be paid by the terms of this lease during such month, together with the expenses of reletting and reasonable attorney's fees.

(c) METCAD may, on default with respect to any of the provisions of this lease by County, elect to declare a forfeiture and termination of this lease in the same manner provided in Section 17(a) above. METCAD's election to so terminate shall not operate to exclude or suspend any other remedy of METCAD for breach of any of the covenants contained herein.

(d) Any and all remedies provided to County or METCAD for the enforcement of the provisions of the lease are cumulative and not exclusive, and County or METCAD shall be entitled to pursue either the rights enumerated in this lease or remedies authorized by law or both. METCAD shall be liable for any costs or expenses (including reasonable attorney's fees) incurred by County in enforcing any terms of this lease, or in pursuing any legal action for the

Commented [TY5]: Realistically METCAD would need at least 90 days to move out upon termination of the lease due to default.

enforcement of County's rights. County shall be liable for any costs or expenses (including reasonable attorney's fees) incurred by County in enforcing the terms of this lease, or in pursuing any legal action for the enforcement of METCAD's rights.

Section 18. Compliance with Laws.

County and METCAD shall each comply with all federal, state, county and city laws and ordinances, and all rules and regulations of any duly constituted authority affecting or respecting the demised premises, or the use or occupancy of same, including the businesses at any time thereon transacted by METCAD. This specifically includes the Americans With Disabilities Act, Equal Employment Opportunity Act, and the Drug Free Workplace Act. Improvements which may be required to comply with such laws shall be made by County, at no cost to METCAD, unless such changes are made in areas of exclusive use by METCAD.

Section 19. Notices.

Any and all notices, demands or communications required to be given hereunder shall be in writing and sent by certified mail, return receipt requested, to County as follows: County Executive, Brookens Administration Center, 1776 East Washington Street, Urbana, IL 61802, and to METCAD as follows: Director, METCAD, 1905 East Main Street, Urbana, IL 61802, or at such other place as either County or METCAD may designate hereafter in writing.

Section 20. Mutual Language.

The language used in this agreement shall be deemed to be the language approved by all parties to this agreement to express their mutual intent and no rule of strict construction shall be applied against any party.

Section 21. Merger.

All offers, acceptances, oral representations, agreements, and writing between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this contract.

Section 22. Time of Essence.

Time is of the essence in each and every provision, covenant and condition herein contained.

Section 23. Termination.

(a) Destruction of Building. In the event that the premises are rendered unusable for METCAD's purposes by fire, explosion or other casualty or reason, natural or otherwise, the County or METCAD shall each have the option to terminate this Lease or repair the premises to a condition of allowing occupancy and operation by METCAD within sixty (60) days of the date the premises were rendered unusable. If the County does not repair such premises within that time, or the building containing the premises has been wholly destroyed, then the term of the lease shall cease and terminate. The rent shall be abated and repaid for the period the premises were untenable which is defined as not usable for METCAD's purposes as a ~~Public Safety~~ Answering Point ~~PSAP~~.

(b) Dissolution of METCAD. Should METCAD dissolve and cease operations during the term of this lease, pursuant to the terms of the Amended METCAD Agreement of ~~April 8 June 16, 1996~~ 2014, including any amendments or modification thereof, then the lease shall be terminated and no further payments shall be due from METCAD, except that any ~~annual~~ rent payments made ~~need not~~ shall be returned within six (6) months. Six (6)-months' written notice of intent to dissolve METCAD shall be given to the County.

Section 24. Binding Effect.

The covenants and agreements contained in this lease shall be binding on the parties hereto and on their respective successors, heirs, executors, administrators, and assigns.

Section 24. Signatures.

This lease may be executed in counterparts, each of which shall be deemed an original. Facsimile, pdf, and electronic signatures shall be given the same legal effect as original signatures.

Commented [JW6]: Has the METCAD agreement been revised/updated since 1996? Rantoul joined in 2014, would we want that agreement to be referenced here?

Commented [KW7R6]: The 2014 Agreement was an "amended" agreement to the 2011 agreement. I don't have a copy of the 2011 agreement that is referenced but I'm assuming that was an "amended" agreement also. The 1996 agreement was a standard agreement – not "amended" so I'm thinking that is why the 1996 agreement is referenced.

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IN WITNESS WHEREOF, the parties hereto, pursuant to authority given by their respective governing bodies, have caused these presents to be executed by their duly authorized officers, duly attested, and their corporate or official seals, if any they have, to be hereunto affixed.

LANDLORD:
COUNTY OF CHAMPAIGN

TENANT:
METCAD

By _____
County Executive Date

Date

By _____
~~Chair~~Director

AND

CITY OF CHAMPAIGN, LEAD AGENCY

By _____
City Manager Date

Attest: _____ Attest: _____
County Clerk Date Director Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
State's Attorney Date

By _____
City Attorney Date

Exhibits:

Exhibit A – Floor Layout (First Floor and Lower Level, 1905 E. Main St., Urbana)

Exhibit B – Custodial Task List

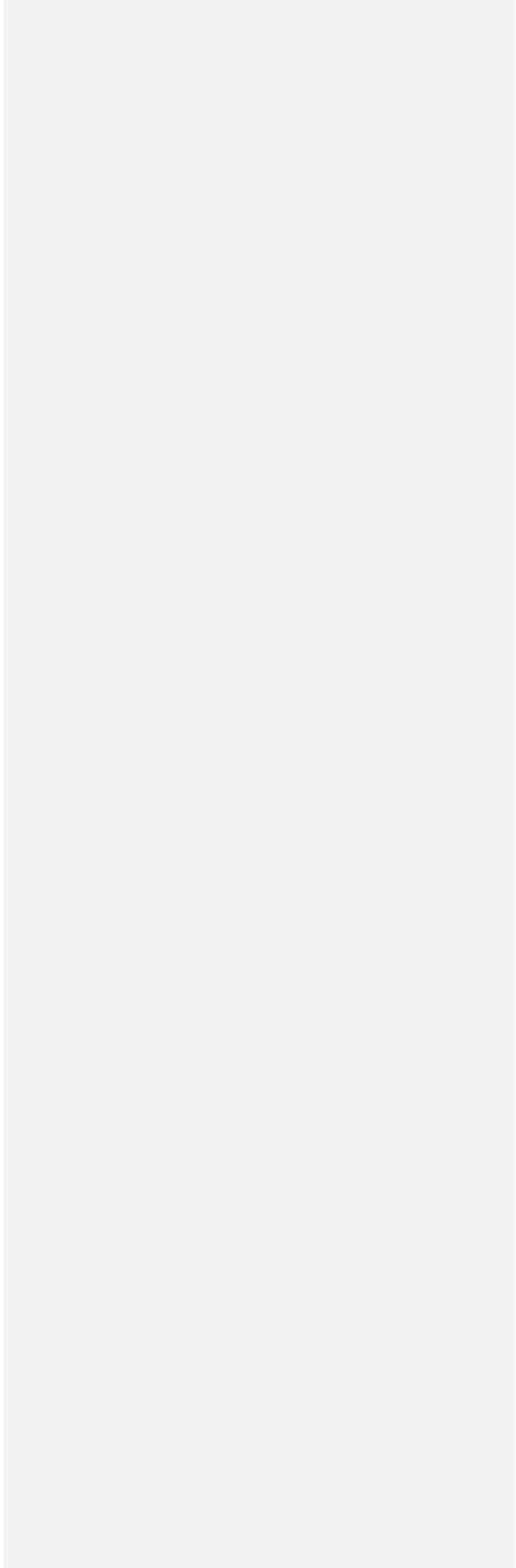


Exhibit B

METCAD/Emergency Operations Center
1905 East Main Street, Urbana, Illinois

Custodian Duties

<u>Duties</u>	<u>Frequency</u>	<u>M</u>	<u>Tu</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>M</u>	<u>Tu</u>	<u>W</u>	<u>Th</u>	<u>F</u>
All Restrooms and Locker rooms: should be done first each day											
• Clean and disinfect all fixtures	daily										
• Sweep floor of debris and mop with cleaning agent	daily										
• Empty trash containers	daily										
• Clean and disinfect stall divides	weekly										
Entrances:											
• Sweep floors of debris/vacuum floors and mop with cleaning agent. These areas may require additional work during winter months because of salt	weekly										
• Clean glass inside and out	3 days per week										
• Clean and dust waiting area furniture	weekly										
• Clean and disinfect door handles	weekly										
• Empty and clean exterior trash containers and ash trays – as needed	weekly, as needed										
Stairwells:											
• Sweep floor of debris and mop stairs and flat vinyl surfaces with cleaning agent. These areas may require additional work during winter months because of salt	weekly										
• Clean and disinfect handrails and door handles	weekly										
Metcad Dispatch Center:											
• Empty trash containers	daily										
• Vacuum carpet	2 days per week										

Exhibit B

Metcad Dispatch Center continued:	Frequency	M	Tu	W	Th	F	M	Tu	W	Th	F
<ul style="list-style-type: none"> Dust, including behind computer monitors 	3 days per week										
<ul style="list-style-type: none"> Clean and disinfect door handles 	weekly										
Metcad Administration:											
<ul style="list-style-type: none"> Empty trash containers 	daily										
<ul style="list-style-type: none"> Vacuum carpet 	2 days per week										
<ul style="list-style-type: none"> Clean and dust offices 	weekly										
<ul style="list-style-type: none"> Check paper shredder 	weekly										
EMA Administration:											
<ul style="list-style-type: none"> Empty trash 	daily										
<ul style="list-style-type: none"> Vacuum carpets 	2 days per week										
<ul style="list-style-type: none"> Clean and dust offices 	weekly										
<ul style="list-style-type: none"> Clean and disinfect door handles 	weekly										
Conference Rooms:											
<ul style="list-style-type: none"> Empty trash containers 	daily										
<ul style="list-style-type: none"> Vacuum carpet 	2 days per week										
<ul style="list-style-type: none"> Clean and dust as needed 	weekly										
<ul style="list-style-type: none"> Clean and disinfect door handles 	weekly										
Break Rooms and Kitchens:											
<ul style="list-style-type: none"> Empty trash containers 	daily										
<ul style="list-style-type: none"> Sweep floor of debris and mop flat vinyl surfaces with cleaning agent. 	2 days per week										
<ul style="list-style-type: none"> Vacuum carpet 	2 days per week										
<ul style="list-style-type: none"> Clean and disinfect plumbing fixtures 	weekly										
Fitness Center:											
<ul style="list-style-type: none"> Empty trash containers 	daily										
<ul style="list-style-type: none"> Vacuum carpet 	weekly										
<ul style="list-style-type: none"> Clean and disinfect equipment and door handles 	weekly										
Hallways:											
<ul style="list-style-type: none"> Vacuum carpets 	daily										

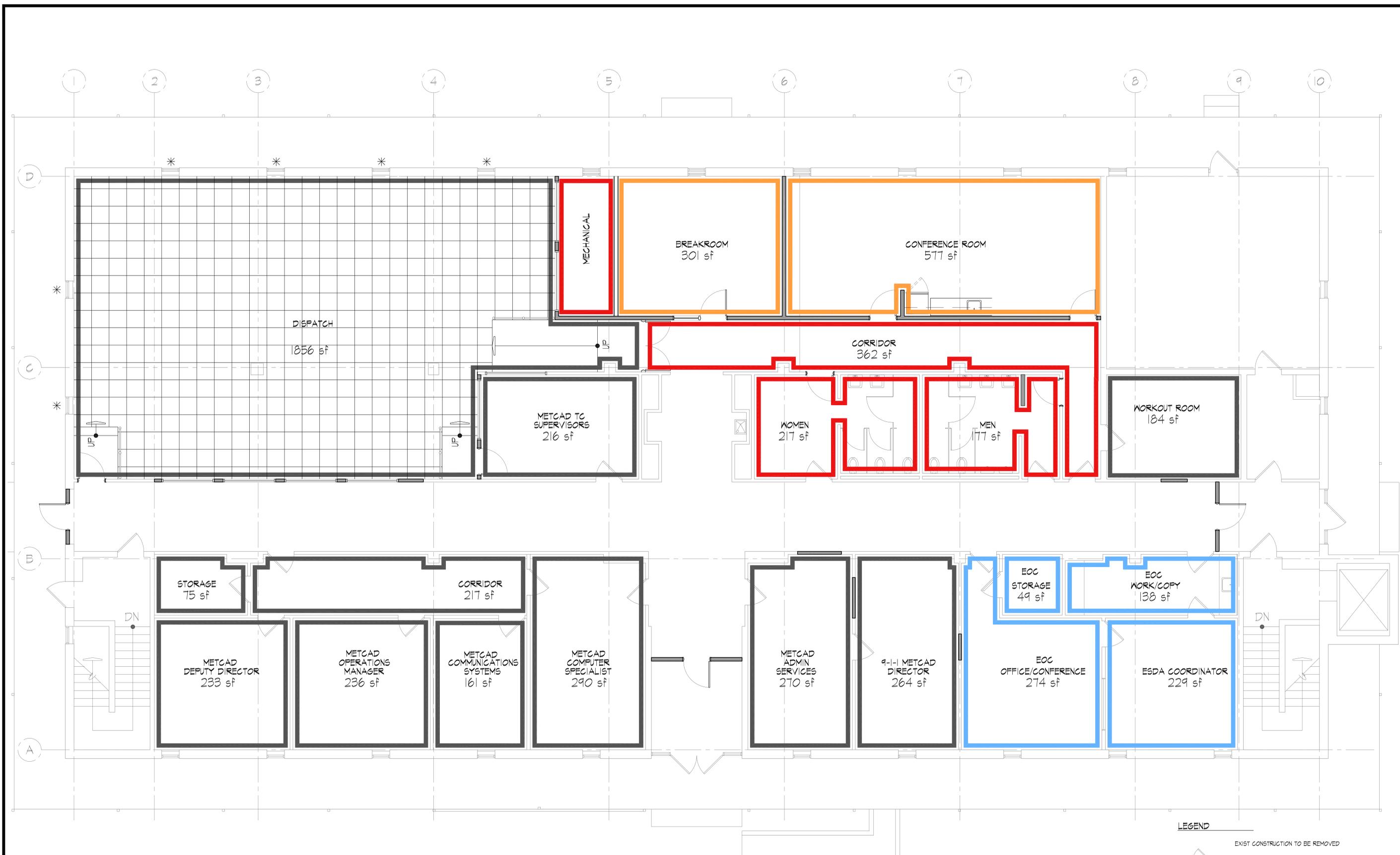
Exhibit B

Hallways continued:	Frequency	<u>M</u>	<u>Tu</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>M</u>	<u>Tu</u>	<u>W</u>	<u>Th</u>	<u>F</u>
<ul style="list-style-type: none"> Dust pictures and chair railings 	weekly										
<ul style="list-style-type: none"> Clean doors and disinfect door handles 	weekly										
Computer Room:											
<ul style="list-style-type: none"> Sweep floor of debris and mop with cleaning agent 	monthly										
<ul style="list-style-type: none"> Clean and disinfect door handles 	weekly										
Other Duties:											
<ul style="list-style-type: none"> Clean and disinfect water fountains 	weekly										
<ul style="list-style-type: none"> Dust aluminum blinds 	monthly										
<ul style="list-style-type: none"> Clean windows inside and out 	quarterly										
<ul style="list-style-type: none"> Report problems with lights, plumbing fixtures, carpet tears, roof leaks, doors, locking mechanisms', etc. 	daily										
<ul style="list-style-type: none"> Clean light diffusers and lens covers 	quarterly										
<ul style="list-style-type: none"> Check with building staff for any issues and problems 	daily										
<ul style="list-style-type: none"> Check light fixtures for expired bulbs 	daily										
<ul style="list-style-type: none"> Spot clean carpets as needed 	as needed										
<ul style="list-style-type: none"> Refill toilet paper and hand towels in all restrooms as needed 	daily										
<ul style="list-style-type: none"> Refill paper towels in break room, conference room and kitchen as needed 	daily										
<ul style="list-style-type: none"> Refill soap containers in restrooms, break rooms and kitchen as needed 	daily										
<ul style="list-style-type: none"> Refill hand sanitizer in all areas as needed 	daily										
<ul style="list-style-type: none"> During winter months, responsible for scooping snow 10 feet away from entrance area and using ice melt on sidewalks. 	daily										

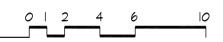
Exhibit B

Other Duties continued:	Frequency	<u>M</u>	<u>Tu</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>M</u>	<u>Tu</u>	<u>W</u>	<u>Th</u>	<u>F</u>
<ul style="list-style-type: none"> Responsible for contacting Physical Plant and ordering supplies 	daily										
<ul style="list-style-type: none"> Clean cove base 	quarterly										

Additional Duties Completed:



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



- LEGEND**
- EXIST CONSTRUCTION TO BE REMOVED
 - EXISTING DOORS & WALLS TO REMAIN
 - NEW DOORS & WALLS
 - AREA OF ACCESS FLOOR
 - BULLETPROOF GLASS

METCAD SPACE 4,917 nsf
 COUNTY SPACE 752 nsf
 SHARED SPACE 836 nsf
 RESTROOMS/MECHANICAL 836 nsf

REVISIONS			DRAWN	APPR
NO.	DATE	REMARKS	MH	-

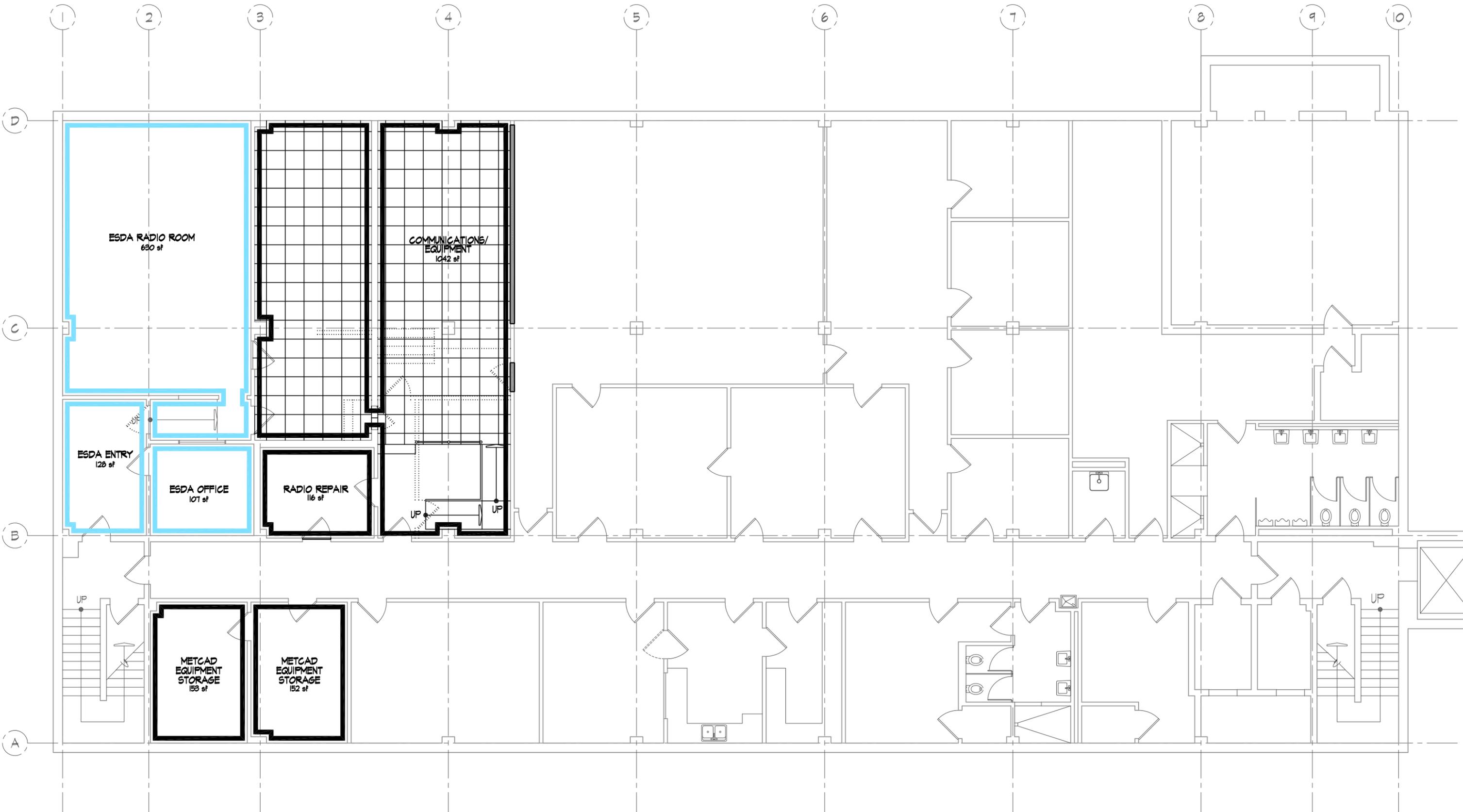
SIGNER: _____ LIC. EXP. _____
 CHECKED: _____
 TRACED: _____
 114 WEST MAIN STREET URBANA, ILLINOIS 61801

ISAKSEN GLERUM WACHTER, LLC
 114 WEST MAIN STREET URBANA, ILLINOIS 61801
 T / 217 328 1391 F / 217 328 1401

CHAMPAIGN COUNTY
 ADMINISTRATIVE SERVICES

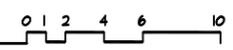
FIRST FLOOR PLAN
 911 METCAD EMERGENCY COMMUNICATIONS CENTER
 CHAMPAIGN COUNTY OFFICE BUILDING
 1905 E. MAIN ST. URBANA, ILLINOIS

FILE: 2229/911METCADFF
 DATE: 04/06/00
A-1



PRELIMINARY LOWER LEVEL FLOOR PLAN

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



METCAD SPACE
1,150 nsf

COUNTY SPACE
665 nsf

LEGEND

- EXIST CONSTRUCTION TO BE REMOVED
- EXISTING DOORS & WALLS TO REMAIN
- NEW DOORS & WALLS
- AREA OF ACCESS FLOOR **82**