



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

Tuesday, November 4, 2025, at 6:30p.m.

Shields-Carter Meeting Room
Bennett Administrative Center
102 E. Main St., Urbana, IL 61801

Committee Members:

Jenny Lokshin – Chair

Jeff Wilson – Vice Chair

Ben Crane

Stephanie Fortado

Elly Hanauer-Friedman

Bethany Vanichtheeranont

Daniel Wiggs

Agenda

Page #

I. Call to Order and Roll Call

II. Approval of Agenda/Addenda

III. Approval of Minutes – September 2, 2025

1 - 4

IV. Public Input

V. Communications

VI. Drew Mueller, StraightUp Solar - Presentation on Solar Options for rooftop and ground installations for the Courthouse, Pope Jail and JDC

VII. New Business

A. Discussion and Approval of MEP Engineering Services RFQ – Michelle Jett

5 - 14

B. Discussion and Approval of Architectural Services RFQ – Michelle Jett

15 - 24

C. Courthouse Digital Controls Upgrade – Chris Smith, Building & Grounds Manager

25 - 31

D. Parking Lot Paving – Steve Summers (*Discussion Only*)

E. ILEAS AHU Update – Michelle Jett (*Discussion Only*)

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F. CARF List Update – Michelle Jett (*Discussion Only*)

G. Brookens Name – Michelle Jett (*Discussion Only*)

VIII. Other Business

IX. Presiding Officer's Report

A. Future Meeting – **December 2, 2025 @ 6:30 pm**

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

XI. Adjournment



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

8 **MINUTES – Subject to Approval**

9 **DATE:** Tuesday, September 2, 2025
10 **TIME:** 6:30 p.m.
11 **PLACE:** Shields-Carter Meeting Room
12 Bennett Administrative Center
13 102 E. Main St., Urbana IL 61801

14 **Committee Members**

15 **Present:** Ben Crane, Stephanie Fortado, Carolyn Greer, Elly Hanauer-Friedman, Jenny Lokshin, Bethany
16 Vanichtheeranont, Daniel Wiggs and Jeff Wilson

17
18 **Absent:** No one

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20 **County Staff:** Michelle Jett (Acting Facilities Director) and Mary Ward (Recording Clerk)

21
22 **Others Present:** Jennifer Locke (County Board Chair)

23 **Agenda**

24 I. Call to Order and Roll Call

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26 Chair Lokshin called the meeting to order at 6:30 p.m. Roll call was taken, and a quorum was
27 declared present.

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29 II. Approval of Agenda/Addenda

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31 **MOTION** by Ms. Greer to approve the agenda; seconded by Mr. Wilson. Upon voice vote, the
32 **MOTION CARRIED** unanimously.

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34 III. Approval of Minutes – August 5, 2025

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36 **MOTION** by Mr. Crane to approve the August 5, 2025 minutes; seconded by Mr. Wiggs. Upon
37 voice vote, the **MOTION CARRIED** unanimously.

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39 IV. Public Input

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41 There was no public input.

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43 V. Communications

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45 Mr. Wilson – today is VJ Day anniversary. This is the official date of Japan’s surrender and the
46 end of WWII.

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50 VI. New Business

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A. ARPA Capital Projects Update – Michelle Jett

Ms. Jett gave a brief update on some the projects being funded by ARPA. The Pope Jail roof project starts next week. This includes the foundation joint repair. There are also a couple smaller projects at the jail. We are waiting for parts to arrive to replace the grease traps and we are also replacing the floor of the walk-in cooler. At Bennett some 4th floor glass has been replaced by dry wall and the fountain is now gone. It will be leveled and concrete pad laid for the dumpster and a few extra parking spots. At the Courthouse, the boilers are problematic, one is leaking. JDC projects: windows, exterior fencing and parking lot are moving forward. The Nursing Home Demo project has Bailey Edward and GHR working together on plans for the demo.

Ms. Lokshin asked about the one's on the list that haven't been started and if we will have ARPA funds to cover them. We will not. We should have a better idea by the end of the year. Mr. Wilson asked what the target dollar amount of ARPA funds we have to spend. It is approximately \$3 million.

B. Pope Jail Project Update - Michelle Jett

The update on the project was given by Ms. Jett. The roof project will be loud and disruptive. The kitchen will have to be shut down for a couple of days. Alternative plans are being made for meals. We have met with the contractor, and they will be starting soon. The project should be complete around Thanksgiving. Ms. Fortado asked if this is covered by the PLA and if so, she would like the numbers of the labor breakdowns. We do have a PLA on this project.

C. Brookens Use Discussion – Michelle Jett

Ms. Jett started the discussion on Brookens by saying that I-CRT is ready to move forward with Bailey Edwards for the renovations to POD 400 and RPC is ready to finalize the lease.

Ms. Lokshin asked about CAC looking for space and budgeting \$0 for rental. Would it be possible to charge \$0 for rent in 2026 and then begin charging rent if we continue to hold the building beyond the end of the 2026 when the RPC lease ends? It would be a way to support them without any outlay beyond the cost of the building as RPC is already there.

Mr. Crane asked about what kind of revenue would be generated when the building is rented at 50%, 75% or 100%? Discussion followed on how much space is already rent out to RPC and I-CRT and what extra they are looking to rent. RPC's lease is up at the end of 2026. I-CRT is looking for a long-term lease – possibly ten years.

The goal is to make Brookens self-sufficient with income covering the costs of utilities, custodial, a building supervisor, possibly a dedicated maintenance person and building up a capital fund for the building. At \$14.86/sq. ft., \$5.81 could go to capital. We also have METCAD and ILEAS. They should also be self-sufficient. It doesn't feel like we are getting out of the landlord business any time soon.

97 Ms. Fortado was trying to determine the full board’s concern and felt it had to do with something
98 catastrophic happening at Brookens and there would be no funds to cover it. Is there anyway to
99 establish a nest egg capital fund to start and then add income from rent.

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101 It was asked if the Facilities and Finance leadership were meeting to discuss this. The meeting is
102 scheduled for next week.

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104 Ms. Fortado said she had spoken with RPC about their efforts to find space. They have looked at
105 multiple spaces and at building their own space. If they build, it’s our bond, our risk. She doesn’t
106 feel like there are any other options for them. I-CRT has also looked at multiple spaces.
107 She would like to see a document for the board that shows capital projects and what’s already
108 done and what needs to be done, time frames, income options, etc. A lot of things were said at
109 the meeting that lacked information.

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111 Ms. Locke said to bring your questions. Mr. Sulamoyo will be at the Committee of the Whole
112 next week to give a presentation.

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114 Questions were raised as to how secure the I-CRT funding is and if RCP had a budgeted amount
115 for a new building and if that could help seed a capital fund for Brookens. Multiple members
116 stated that RPC is a division of the County that has to exist somewhere as it is statutorily
117 required. It will have operating costs, utilities, capital projects, etc.

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119 Mr. Wilson said it would be helpful to have the maintenance costs/forecasts, while on the
120 website, it would be helpful to have in front of us while discussing these issues.

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122 Discussion turned to the Building Manager position. It is a separate part of the total square foot
123 cost. The position would depend on the building being self-sustained. If we are not filling space,
124 we can eliminate the position.

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126 This committee would like to see a one-page fact sheet come out of the joint Facilities/Finance
127 leadership meeting regarding Brookens. It should show potential income, upcoming capital
128 projects and costs, doom and gloom scenario with RPC/I-CRT as the only tenants vs the building
129 being full, etc. This would aid in the discussion.

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131 VII. Other Business

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133 There was no other business.

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135 VIII. Presiding Officer’s Report

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137 There was no presiding officer’s report.

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139 A. Future Meeting – **October 7, 2025 @ 6:30 pm**

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141 Ms. Lokshin announced the date of the next meeting as Tuesday, October 7, at 6:30 p.m.

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- 145 IX. Designation of Items to be Placed on the Consent Agenda
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147 There are no items for the Consent Agenda.
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149 X. Adjournment
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151 Ms. Lokshin adjourned the meeting at 7:32 p.m.

Request for Proposal of
Mechanical, Electrical, Plumbing, and Engineering for the
County of Champaign

RFP NO. 2025-XX

Issue Date:

Wednesday, November 5, 2025

Closing Location:

Champaign County Executive's Office
Bennett Administrative Center
102 E Main Street
Urbana, IL 61801

CLOSING DATE AND TIME:

Friday, December 5, 2025
2:00pm CST

Request for Proposal of Mechanical, Electrical, Plumbing, and Engineering Services for the County of Champaign

RFP NO 2025-XX

GENERAL INFORMATION

Champaign County is seeking proposals from qualified engineering services companies to assist the Director of Facilities in evaluating the condition of electrical, mechanical and plumbing systems at numerous county facilities and to prepare and administer project management services, over the next three fiscal years, during any approved project replacement or repair program.

Champaign County wishes to retain an engineering firm, with the qualifications and staff resources necessary to perform comprehensive assessments of existing systems, provide replacement system recommendations, provide project management services, and assist in development of our long-term capital replacement plan over the next three fiscal years, with a provision for two one-year renewals for a maximum of five years. Payment for services is anticipated to be based on an approved hourly rate schedule. The magnitude of services will vary by project. The County may request a fee proposal prior to commencing any approved project.

The successful firm shall provide services to the County as outlined in Section II Scope of Work. Anticipated projects can be found here - https://www.co.champaign.il.us/FacilitiesPlans/PDFS/11-Year_Capital_Facilities_Plan.pdf

SCOPE OF SERVICES

The following scope of services is included as a guide for the submitting firm. It is designed to identify the minimum service level expected from the successful consultant and as such should be modified and augmented, based upon the experience of the firm, as necessary to complete the project.

The Consultant being selected through this Request for Proposal process will enter into an agreement with the Champaign County to provide engineering services related to projects at various stages from pre-design to post-construction. The level of service requested will vary based on the scope of any given project.

Based on the requirements of the County, the consultant shall provide engineering services meeting all standards and codes used in design for basic services as required on projects as follows:

The Consultant shall:

- Review existing drawings, plans, and actual conditions, and advise the County on issues of concern regarding design, material selection, cost estimation as well as cost (life cycle) analysis;
- Provide schematic and design development, bid documents, and a detailed cost estimate at each phase, which may include:
 - Attend coordination meetings

- Provide progress prints/cost estimates (labor and materials) at appropriate intervals
- Include elevations and/or three-dimensional renderings (as requested)
- Provide design drawings which shall include all components and accessories;
- Assist in the bidding phases:
 - Attend pre-bid and pre-construction meetings
 - Answer questions/clarifications during bidding;
- Review and evaluate submittals and claims for extra costs;
- Inspect the construction site and actively participate in on-site construction meetings. Advise the County regarding interpretations of contract documents and payments to contractors; and
- Conduct and assist the County for substantial completion by preparing a punch list and conducting a final inspection.

- Pre-Design Evaluation - Consult with the County and other necessary and appropriate government entities, utilities, organizations, and persons in order to ascertain project requirements and review the program prepared by the County, recommending any necessary revisions.
- Cost Estimating / Condition Survey and Report - Investigate, analyze and measure the existing facilities to determine the information necessary for project work. Measure and verify floor plans of existing building. Review existing system replacement studies (if applicable), analyze building envelope issues, County floor plans and drawings (as available) and make system recommendations. Prepare drawings and a report summarizing existing facilities and their condition. Prepare probable construction cost estimates to assist the County in the preparation of Capital Improvement requests. As part of the investigation, identify and document issues pertaining to any future project (accessibility, operations, impact, etc.), Assist in the identification of grant or alternate funding opportunities including preparation of documents required for compliance requested by Champaign County Administration.
- Schematic Design - Upon receipt of written notification to proceed, prepare schematic designs for review and approval by the County. The schematic drawings shall show project design features. A detailed cost estimate separating labor and materials shall accompany the schematic drawings for each design option developed. Life-cycle cost estimates to be provided upon request. Advancement to next design phase pending County review of report, comments and Notice to Proceed.
- Design Development - After the approval of the final schematic design submission, the County shall issue a written order to proceed with the Design Development phase. Submit detailed design drawings showing the general design, outline specifications, revised cost estimates, material cut sheets and material selection. If alternate layouts, design, work items and materials exist, the alternatives are to be prioritized with a recommendation of the best alternative with selection rationale outlined. Prepare a list of all necessary permits, licenses, review, and approvals as required. Advancement to next design phase pending County review of report, comments and Notice to Proceed.
- Contract Documents - Perform the final design and the preparation of detailed contract documents in accordance with applicable City, County, State and Federal regulations (“codes”) for all elements of work including plans, custom details, phasing plans and structural and/or

engineering modifications, as needed. Provide design progress reviews with the County and other authorities as required (typically at 50% and 95% completion). Provide progress prints, specifications and revised cost estimates at specified intervals for the County's review and/or approval. Prepare for approval, by the County, the following documents: bid forms; project specifications and working drawings for the project; and, contract agreement.

- Bidding/Award - The Consultant is to assist the County in pre-bid and pre-award meetings, obtaining bids, and reviewing and recommending awards, evaluating alternate bids and preparing a construction contract and assist in the evaluation of product or system substitutions.
- Construction Administration - Provide the construction contract to be entered into by the County for the construction of the project, to the satisfaction of the County, periodic consultant services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by the County. Conduct a preconstruction conference, which shall include, at least the Consultant, or its authorized representative, the contractor(s), Champaign County Facility Director or designees, as well as representatives of any other public or private agencies, which the County determines should be in attendance. At the preconstruction conference, the Consultant shall:
 - o Observe that all necessary permits and licenses have been obtained prior to work commencement.
 - o Raise for discussion and decision the manner in which the construction will be administered by itself and the County, the scheduling of construction, and any and all other issues or questions which in the opinion of the Consultant or the County must be settled before the start of construction. Before convening the preconstruction conference, the Consultant shall confer with an authorized representation of the County concerning the agenda and who is to attend.
 - o Prepare and distribute minutes within 48-hours following the meeting.
 - o Throughout all Phases, prepare and update on an interval that is mutually agreed upon, an estimate of construction cost consistent with the County's funding requirements in a format acceptable to the County. The estimate of construction costs shall document approved change orders (CO's) and all anticipated changes to the construction cost on an individual contract basis and indicate contingency balance.
 - o Recommend necessary or desirable changes (additions and credits) to the County, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the County, if they are accepted, review change orders for the County's authorization. There shall be no change in the scope of the work or in materials specified by the Consultant until approval for such change has been given in writing by the County.
 - o Determine, based on the Consultant's inspections and the contractor's applications for payment, the amount owing to the contractor and will issue certificates for payment in such amounts. By reviewing and approving a certificate for payment, the Consultant will also represent to the County that, to the best of its knowledge, information and belief, based on what its observation have revealed, the quality of the work is in accordance with the Contract Documents. Review and make recommendations to the County on any claims received from contractors.

- Make visits to the jobsite (at a frequency dictated by specific project) during power service cut and re-routing for the purpose of clarifying or interpreting any phase of the work and monitoring job progress, where necessary and/or requested. Conduct and attend on-the-job field meetings (at a frequency dictated by specific project) to review procedures, progress, scheduling, contractor compliance and other issues. Provide and distribute minutes of these meetings to the County and to parties designated by the County within 48-hours of the meeting. Where field condition differs from contract documents or disputes arise, the Consultant shall resolve issues satisfactorily to the County.
- Issue punch list(s) and re-inspect as necessary, and coordinate warranty submissions with manufacturers. Following the contractor's completion of the punch list, conduct final inspections in conjunction with the County. The Consultant shall create a "closeout" checklist for each contract and shall monitor the closeout process as part of the Certificate of Substantial Completion of the work. The approval of the County, or other Agency approvals, shall be required as a condition for the acceptance of the work by the County.
- Furnish to the County, based on marked up prints, drawings and other data furnished by the contractor, a set of reproducible drawings showing all construction (elements/systems) as actually built. Provide the County with AutoCAD files in a format acceptable to the County and one set of reproducible drawings. Secure and transmit to the County all required guarantees, affidavits, releases, bonds, and waivers and other closeout documents.
 - Resident Project Representation (RPR)
 - Commissioning - The Commissioning agent will develop and coordinate the full execution of the contract, observe and document the contractor's performance with the documented design. The agent will also review submittals; oversee any necessary training and the documentation, review, and approval of any Operation and Maintenance Manuals from the contractor for completeness. The agent will provide the County a written Final Commissioning Report.

QUALIFICATIONS

The consultant's firm, including principals, project managers, and key personnel shall have relevant experience with similar work and shall be competent to perform the services required under this RFQ.

The work contemplated is professional in nature. It is understood that the consultant, acting as an individual, corporation or other legal entity, is of professional status, and is licensed, as appropriate, to perform in the State of Illinois, and shall be governed by the professional ethics of said professions in its relationship to Champaign County.

It is understood that all reports, information, or data prepared or assembled by the consultant shall be confidential in nature and shall not be made available to any individual or organization, except Champaign County, without the prior written approval of the County.

The consultant shall be financially solvent. The County reserves the right to request information to determine solvency.

The consultant shall be responsible for complying with local, state, and federal codes, legislation procedures, and regulations affecting work in their professional area.

TIME SCHEDULE

The County will use the following timetable, subject to change, which should result in the selection and award of contract on or about January 6th, 2026.

Date	Event
Wednesday, November 5th, 2025	Request for Proposal Posted
Friday, December 5th, 2025	Proposals Due by 2pm CST, names of respondents read aloud
Monday, December 8th, 2025	Proposals Opened at 2PM – County Executive’s Office, Bennett Administration Center, 102 E Main St, Urbana, IL
Tuesday, January 6 th , 2026	County Board Approval of Contract with Awarded Company

INSTRUCTIONS FOR RFP SUBMISSION

By submitting a proposal, the respondent represents that they have:

- Thoroughly examined and become familiar with the scope of services outlined in this RFP; and
- Are capable of performing quality work to achieve the County’s objectives.

The following information must accompany your proposal:

- Firm profile, including the size of firm, full suite of services offered by the firm, office location(s), years in business, and previous names, if any
- Outline of number and nature of the professional staff to be assigned to the County, including a brief resume for each key person listed, as well as their experience and training
- Narrative detailing the firm’s experience in assisting similar size entities, including:
 - any and all services for government agencies
 - a description of the firm’s experience in sustainable system design to reduce non-renewable resource consumption, minimize waste, and create healthy, productive environments
 - a summary of the firm’s understanding and experience in coordinating projects with regulatory and other governmental agencies
 - a listing of projects, that you were successful in attaining energy rebates, and their amounts, on the behalf of clients for projects that save energy.
 - a brief narrative of your knowledge and understanding of Champaign County facilities
 - list and describe any former projects completed for Champaign County.
- General outline of how the firm will complete the scope of services outlined in the RFP
- List of at least three (3) references where and when your firm provided similar services. Please provide names, e-mail addresses and telephone numbers of contact persons for each reference.
- List of litigation, outstanding judgments and liens where any member of the firm or firm salesperson was involved over the past five (5) years
- Proposed fee schedule
- Written confirmation the respondents shall comply with the Illinois Drug- Free Workplace Act. Contractor does certify that they provide a drug-free workplace for all employees engaged in

performance of work under the contract by complying with requirements of the Illinois Drug-Free Workplace Act.

- Written confirmation the respondents shall comply with the Illinois Human Rights Act. Contractor certifies that it has a written harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process available through the Department of Human Rights and Human Rights Commission; (v) direction on how to contact the Department of human Rights and Human Rights Commission; and (vii) protection against retaliation. The Illinois Human Rights Acts prohibits discrimination on the basis of: “race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or un favorable discharge from the military service in connection with employment, real estate, transactions, access to financial credit, and the availability of public accommodations.”

All proposals shall be submitted electronically by email to the Facilities Department in the County Executive’s Office, at physicalplantap@champaigncountyil.gov. All proposals must be clearly marked with “RFP 2025-XXX” at the beginning of the subject line.

ALL PROPOSALS MUST BE RECEIVED BY Friday, December 5th, 2025, 2PM CST.

SELECTION CRITERIA

Selection of a firm will be made based on the following criteria:

- Ability of the respondent(s) to meet or exceed the requirements defined in the RFP
- Experience, qualifications and references
- Fee schedule
- Completeness of response to RFP as outlined in this solicitation
- Any other matter that County staff deems to be in the best interest of the County

The County reserves the right to reject any or all proposals and to request written clarification of proposals and supporting materials. The County reserves the right to accept the proposal most favorable to the project after all proposals have been examined and evaluated.

Interviews may be conducted in-person or via Zoom with one or more responsible entities that have submitted proposals to clarify certain elements if such information cannot be satisfactorily obtained by phone or email.

MBE/WBE/DBE and veteran-owned firms are encouraged to apply.

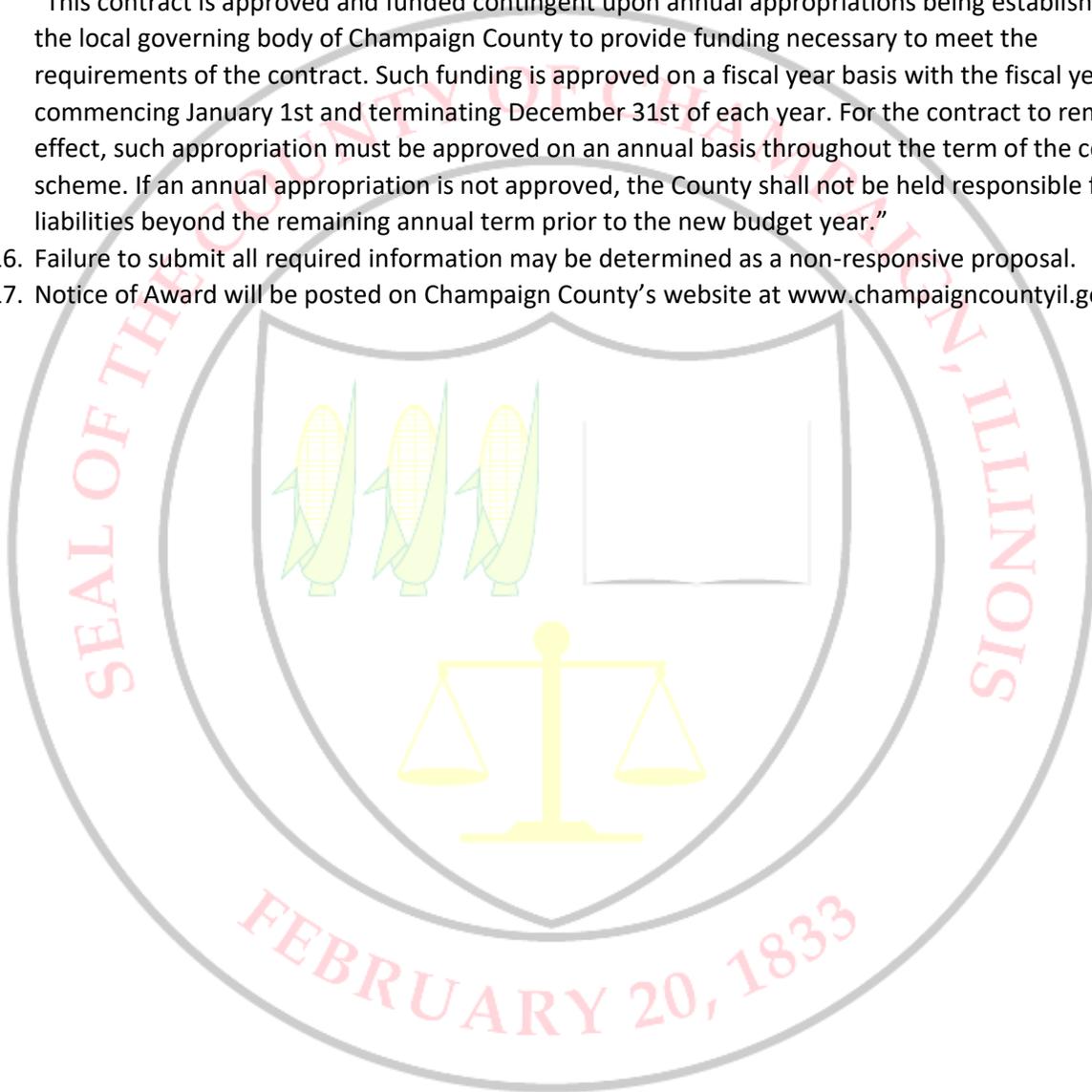
RFP CONTRACTUAL AGREEMENT AND RIGHTS

1. Champaign County will be referred to as “County” for the purposes of this document.
2. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this Request for Proposal (hereinafter “RFP”).
3. A proposal shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink or by digital equivalent

by a person duly authorized to legally bind the partnership, company, or corporation submitting the proposal.

4. Bidders are to include all applicable requested information and are encouraged to include any additional information they wish to have considered. Additional information shall be a separate section of the proposal and shall be identified as such.
5. An electronic copy of your proposal is required. The proposal must be complete, clear, and concise.
6. Proposals will be received by Champaign County until the time and date shown on the cover page of this RFP, unless modified and announced by the County. Proposals received after the time set for closing will go unconsidered.
7. Champaign County shall not be responsible for unidentified proposals.
8. Proposals may be withdrawn by bidder prior to, but not after, the time set for closing. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of ninety (90) days.
9. Offers, amendments, or withdrawal requests must be received within the timeframe advertised for RFP closing to be considered timely filed. It is the bidder's sole responsibility to ensure that all documents are received by person (or office) before the time indicated by the County.
10. By submission of an offer, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
11. The County discourages bidders from submitting as part of their bid any trade secrets or other commercial or financial information bidders would prefer to remain confidential after a final selection is made. Bidders must clearly mark as "Confidential" any part of their submission which they consider to be proprietary information that could be exempt from disclosure under 5 ILCS 140/1 et seq. (the Freedom of Information Act). If any part of a submission is designated as "confidential", the bidder must attach to that part a detailed explanation of how this information fits within one or more exemptions listed at 5 ILCS 140/7. Bidders are reminded that Illinois law presumes that all records in the custody or possession of a public body are presumed to be open to inspection or copying, and exemptions are narrowly construed; however, it is generally the practice of the County to cite the exemption described at 5 ILCS 140/7(h) regarding 'proposals and bids' when a FOIA request is made before the County has made a final selection (including final and formal approval of contract). The County will make its own legal determinations in every instance and owes no duty to bidders to notify, consult with, or obtain the consent of bidders before responding to any FOIA request.
12. The agreement or contract resulting from the acceptance of a proposal shall be on forms prepared by the bidder and approved by the County, and shall incorporate, as the minimum, this entire solicitation, all amendments, and the successful bidder's proposal. The County reserves the right to reject any contract that does not conform to this solicitation and any County requirements for agreements and contracts.
13. This solicitation does not commit Champaign County to award a contract, to pay any cost incurred in the preparation of a proposal or to procure a contract for the articles of goods or services. Champaign County reserves the right to accept or reject any or all proposals received as a result of this solicitation, to negotiate with all qualified bidders, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County to do so. Champaign County reserves the right to interview any, all, or none of the respondents and to select who it feels is the most responsive consultant.

14. If awarded, this contract will be awarded to the bidder whose proposal is within the competitive range and determined to be in the best interest of Champaign County. The County reserves the right to reject all proposals received; and, in all cases, the County will be the only judge as to whether the proposal has, or has not, satisfactorily met the requirements of this RFP.
15. NON-APPROPRIATION: The contract shall include a rider that allows cancellation of contract without penalty if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year. Any contract approved by the County shall be conditioned by a “non-appropriation” clause containing the following or similar language:
“This contract is approved and funded contingent upon annual appropriations being established by the local governing body of Champaign County to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing January 1st and terminating December 31st of each year. For the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract scheme. If an annual appropriation is not approved, the County shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.”
16. Failure to submit all required information may be determined as a non-responsive proposal.
17. Notice of Award will be posted on Champaign County’s website at www.champaigncountyil.gov.



APPENDIX A

Building	Address	Square Footage
Animal Control	210 S. Art Bartell Road, Urbana, IL 61802	4,500
Bennett Administrative Center	102 E. Main St., Urbana, IL 61801	95,880
Brookens Building	1776 E. Washington St., Urbana, IL 61802	93,060
Coroner's Office	202 S. Art Bartell Road, Urbana, IL 61802	5,750
Courthouse	101 E Main St., Urbana, IL 61801	146,339
Election Supply	202 S. Art Bartell Road, Urbana, IL 61802	5,895
ESDA Garage	1703 E. Main St., Urbana, IL 61802	2,880
Highway	1605 E. Main St., Urbana, IL 61802	43,975
Highway Garage	1705 E. Main St., Urbana, IL 61802	4,320
Highway Garage	Rear, 1701 E. Main St., Urbana, IL 61802	4,320
Humane Society Building	1911 E. Main St., Urbana, IL 61802	10,200
ILEAS	1701 E. Main St., Urbana, IL 61802	95,436
ILEAS Garage	1707 E. Main St., Urbana, IL 61802	4,320
Juvenile Detention Center	400 Art Bartell Road, Urbana, IL 61802	31,000
METCAD	1905 E. Main St., Urbana, IL 61802	19,600
Physical Plant Shop	202 S. Art Bartell Road, Urbana, IL 61802	11,956
Pope Jail	502 S. Lierman Ave., Urbana, IL 61802	91,822
Salt Dome	301 S. Art Bartell Road, Urbana, IL 61802	1,440
Sheriff's Garage	1709 E. Main St., Urbana, IL 61802	7,800
Sheriff's Office	204 E Main St., Urbana, IL 61802	55,000

Request for Proposal of Architectural Services for the County of Champaign

RFP NO. 2025-XX

Issue Date:

Wednesday, November 5, 2025

Closing Location:

Champaign County Executive's Office
Bennett Administrative Center
102 E Main Street
Urbana, IL 61801

CLOSING DATE AND TIME:

Friday, December 5, 2025

2:00pm CST

Request for Proposal of Architectural Services for the County of Champaign

RFP NO 2025-XX

GENERAL INFORMATION

Champaign County is seeking proposals from qualified architectural firms to assist the Director of Facilities in evaluating the condition of numerous county facilities and to prepare and administer project management services, over the next three fiscal years, during any approved project replacement or repair program. Proposals will be accepted electronically at Proposals will be accepted up to and no later than 2:00 p.m., Friday, December 5, 2025.

Champaign County wishes to retain an architectural firm, with the qualifications and staff resources necessary to perform comprehensive assessments of existing building structures and building envelopes, provide replacement system recommendations, provide project management services, and assist in development of our long-term capital replacement plan over the next three fiscal years. The successful firm shall provide services to the County as outlined in Section II Scope of Work. Anticipated projects can be found here - https://www.co.champaign.il.us/FacilitiesPlans/PDFS/11-Year_Capital_Facilities_Plan.pdf

SCOPE OF SERVICES

The following scope of services is included as a guide for the submitting firm. It is designed to identify the minimum service level expected from the successful consultant and as such should be modified and augmented, based upon the experience of the firm, as necessary to complete the project.

The Consultant being selected through this Request for Proposal process will enter into an agreement with Champaign County to provide engineering services related to projects at various stages from pre-design to post-construction. The level of service requested will vary based on the scope of any given project.

Based on the requirements of the County, the consultant shall provide architectural services meeting all standards and codes used in design for basic services as required on projects as follows:

- Pre-Design Evaluation - Consult with the County and other necessary and appropriate government entities, utilities, organizations, and persons in order to ascertain project requirements and review the program prepared by the County, recommending any necessary revisions.
- Cost Estimating / Condition Survey and Report - Investigate, analyze and measure the existing facilities to determine the information necessary for project work. Measure and verify floor plans of existing buildings. Review existing system replacement studies (if applicable), analyze building envelope issues, County floor plans and drawings (as available) and make system recommendations. Prepare drawings and a report summarizing existing facilities and their condition. Prepare probable construction cost estimates to assist the County in the preparation of Capital Improvement requests. As part of the investigation, identify and document issues

pertaining to any future project (accessibility, operations, impact, etc.), Assist in the identification of grant or alternate funding opportunities including preparation of documents required for compliance requested by Champaign County Administration.

- Schematic Design - Upon receipt of written notification to proceed, prepare schematic designs for review and approval by the County. The schematic drawings shall show project design features. A detailed cost estimate separating labor and materials shall accompany the schematic drawings for each design option developed. Life-cycle cost estimates to be provided upon request. Advancement to next design phase pending County review of report, comments and Notice to Proceed.
- Design Development - After the approval of the final schematic design submission, the County shall issue a written order to proceed with the Design Development phase. Submit detailed design drawings showing the general design, outline specifications, revised cost estimates, material cutsheets and material selection. If alternate layouts, design, work items and materials exist, the alternatives are to be prioritized with a recommendation of the best alternative with selection rationale outlined. Prepare a list of all necessary permits, licenses, review, and approvals as required. Advancement to next design phase pending County review of report, comments and Notice to Proceed.
- Contract Documents - Perform the final design and the preparation of detailed contract documents in accordance with applicable City, County, State and Federal regulations (“codes”) for all elements of work including architectural plans, custom details, phasing plans and structural and/or engineering modifications, as needed. Provide design progress reviews with the County and other authorities as required (typically at 50% and 95% completion). Provide progress prints, specifications and revised cost estimates at specified intervals for the County’s review and/or approval. Prepare for approval, by the County, the following documents: bid forms; project specifications and working drawings for the project; and, contract agreement.
- Bidding/Award - The Consultant is to assist the County in pre-bid and pre-award meetings, obtaining bids, and reviewing and recommending awards, evaluating alternate bids and preparing a construction contract and assist in the evaluation of product or system substitutions.
- Construction Administration - Provide the construction contract to be entered into by the County for the construction of the project, to the satisfaction of the County, periodic architectural consultant services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by the County. Conduct a preconstruction conference, which shall include, at least the Consultant, or its authorized representative, the contractor(s), Champaign County Facility Director or designees, as well as representatives of any other public or private agencies, which the County determines should be in attendance. At the preconstruction conference, the Consultant shall:
 - o Observe that all necessary permits and licenses have been obtained prior to work commencement.
 - o Raise for discussion and decision the manner in which the construction will be administered by itself and the County, the scheduling of construction, and any and all other issues or questions which in the opinion of the Consultant or the County must be settled before the start of construction. Before convening the preconstruction

conference, the Consultant shall confer with an authorized representation of the County concerning the agenda and who is to attend.

- Prepare and distribute minutes within 48-hours following the meeting.
- Throughout all phases, prepare and update on an interval that is mutually agreed upon, an estimate of construction cost consistent with the County's funding requirements in a format acceptable to the County. The estimate of construction costs shall document approved change orders (CO's) and all anticipated changes to the construction cost on an individual contract basis and indicate contingency balance.
- Recommend necessary or desirable changes (additions and credits) to the County, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the County, if they are accepted, review change orders for the County's authorization. There shall be no change in the scope of the work or in materials specified by the Consultant until approval for such change has been given in writing by the County.
- Determine, based on the Consultant's inspections and the contractor's applications for payment, the amount owing to the contractor and will issue certificates for payment in such amounts. By reviewing and approving a certificate for payment, the Consultant will also represent to the County that, to the best of its knowledge, information and belief, based on what its observation have revealed, the quality of the work is in accordance with the Contract Documents. Review and make recommendations to the County on any claims received from contractors.
- Make visits to the jobsite (at a frequency dictated by specific project) during power service cut and re-routing for the purpose of clarifying or interpreting any phase of the work and monitoring job progress, where necessary and/or requested. Conduct and attend on-the-job field meetings (at a frequency dictated by specific project) to review procedures, progress, scheduling, contractor compliance and other issues. Provide and distribute minutes of these meetings to the County and to parties designated by the County within 48-hours of the meeting. Where field condition differs from contract documents or disputes arise, the Consultant shall resolve issues satisfactorily to the County.
- Issue punch list(s) and re-inspect as necessary, and coordinate warranty submissions with manufacturers. Following the contractor's completion of the punch list, conduct final inspections in conjunction with the County. The Consultant shall create a "closeout" checklist for each contract and shall monitor the closeout process as part of the Certificate of Substantial Completion of the work. The approval of the County, or other Agency approvals, shall be required as a condition for the acceptance of the work by the County.
- Furnish to the County, based on marked up prints, drawings and other data furnished by the contractor, a set of reproducible drawings showing all construction (elements/systems) as actually built. Provide the County with AutoCAD files in a format acceptable to the County and one set of reproducible drawings. Secure and transmit to the County all required guarantees, affidavits, releases, bonds, and waivers and other closeout documents.

- Commissioning - The Commissioning agent will develop and coordinate the full execution of the contract, observe and document the contractor's performance with the documented design. The agent will also review submittals; oversee any necessary training and the documentation, review, and approval of any Operation and Maintenance Manuals from the contractor for completeness. The agent will provide the County a written Final Commissioning Report.

The Consultant shall:

- Review existing drawings, plans, and actual conditions, and advise the County on issues of concern regarding design, material selection, cost estimation as well as cost (life cycle) analysis;
- Provide schematic and design development, bid documents, and a detailed cost estimate at each phase, which may include:
 - Attend coordination meetings
 - Provide progress prints/cost estimates (labor and materials) at appropriate intervals
 - Include elevations and/or three-dimensional renderings (as requested)
 - Provide architectural design drawings which shall include all components and accessories;
- Assist in the bidding phases:
 - Attend pre-bid and pre-construction meetings
 - Answer questions/clarifications during bidding;
- Review and evaluate submittals and claim for extra costs;
- Inspect the construction site and actively participate in on-site construction meetings. Advise the County regarding interpretations of contract documents and payments to contractors; and
- Conduct and assist the County for substantial completion by preparing a punch list and conducting a final inspection.

Agreements:

The County's intent is to retain an architectural firm with the qualifications and staff resources necessary to both perform comprehensive assessments of existing facilities as requested and develop a long-term repair and/or replacement program. The architectural services agreement will have a term of three (3) years with a provision for two (2) one-year renewals for a maximum of five (5) years.

Payment for services is anticipated to be based on an approved hourly rate schedule. The magnitude of services will vary by project. The County may request a fee proposal prior to commencing any approved project.

QUALIFICATIONS

The consultant's firm, including principals, project managers, and key personnel shall have relevant experience with similar work and shall be competent to perform the services required under this RFQ.

The work contemplated is professional in nature. It is understood that the consultant, acting as an individual, corporation or other legal entity, is of professional status, and is licensed, as appropriate, to perform in the State of Illinois, and shall be governed by the professional ethics of said professions in its relationship to Champaign County

It is understood that all reports, information, or data prepared or assembled by the consultant shall be confidential in nature and shall not be made available to any individual or organization, except Champaign County, without the prior written approval of the County.

The consultant shall be financially solvent. The County reserves the right to request information to determine solvency.

The consultant shall be responsible for complying with local, state, and federal codes, legislation procedures, and regulations affecting work in their professional area.

TIME SCHEDULE

The County will use the following timetable, subject to change, which should result in the selection and award of contract on or about January 6th, 2026.

Date	Event
Wednesday, November 5th, 2025	Request for Proposal Posted
Friday, December 5th, 2025	Proposals Due by 2pm CST, names of respondents read aloud
Monday, December 8th, 2025	Proposals Opened at 2PM – County Executive’s Office, Bennett Administration Center, 102 E Main St, Urbana, IL
Tuesday, January 6 th , 2026	County Board Approval of Contract with Awarded Company

INSTRUCTIONS FOR RFP SUBMISSION

By submitting a proposal, the respondent represents that they have:

- Thoroughly examined and become familiar with the scope of services outlined in this RFP; and
- Are capable of performing quality work to achieve the County’s objectives.

The following information must accompany your proposal:

- Firm profile, including the size of firm, full suite of services offered by the firm, office location(s), years in business, and previous names, if any
- Outline of number and nature of the professional staff to be assigned to the County, including a brief resume for each key person listed, as well as their experience and training
- Narrative detailing the firm’s experience in assisting similar size entities, including:
 - any and all services for government agencies
 - a description of the firm’s experience in sustainable system design to reduce non-renewable resource consumption, minimize waste, and create healthy, productive environments
 - a summary of the firm’s understanding and experience in coordinating projects with regulatory and other governmental agencies
 - a listing of projects, that you were successful in attaining energy rebates, and their amounts, on the behalf of clients for projects that save energy.
 - a brief narrative of your knowledge and understanding of Champaign County facilities
 - list and describe any former projects completed for Champaign County.
- General outline of how the firm will complete the scope of services outlined in the RFP

- List of at least three (3) references where and when your firm provided similar services. Please provide names, e-mail addresses and telephone numbers of contact persons for each reference.
- List of litigation, outstanding judgments and liens where any member of the firm or firm salesperson was involved over the past five (5) years
- Proposed fee schedule
- Written confirmation the respondents shall comply with the Illinois Drug- Free Workplace Act. Contractor does certify that they provide a drug-free workplace for all employees engaged in performance of work under the contract by complying with requirements of the Illinois Drug-Free Workplace Act.
- Written confirmation the respondents shall comply with the Illinois Human Rights Act. Contractor certifies that it has a written harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process available through the Department of Human Rights and Human Rights Commission; (v) direction on how to contact the Department of human Rights and Human Rights Commission; and (vii) protection against retaliation. The Illinois Human Rights Acts prohibits discrimination on the basis of: “race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or an favorable discharge from the military service in connection with employment, real estate, transactions, access to financial credit, and the availability of public accommodations.”

All proposals shall be submitted electronically by email to the Facilities Department in the County Executive’s Office, at physicalplantap@champaigncountyil.gov. All proposals must be clearly marked with “RFP 2025-XXX” at the beginning of the subject line.

ALL PROPOSALS MUST BE RECEIVED BY Friday, December 5th, 2025, 2PM CST.

SELECTION CRITERIA

Selection of a firm will be made based on the following criteria:

- Ability of the respondent(s) to meet or exceed the requirements defined in the RFP
- Experience, qualifications and references
- Fee schedule
- Completeness of response to RFP as outlined in this solicitation
- Any other matter that County staff deems to be in the best interest of the County

The County reserves the right to reject any or all proposals and to request written clarification of proposals and supporting materials. The County reserves the right to accept the proposal most favorable to the project after all proposals have been examined and evaluated.

Interviews may be conducted in-person or via Zoom with one or more responsible entities that have submitted proposals to clarify certain elements if such information cannot be satisfactorily obtained by phone or email.

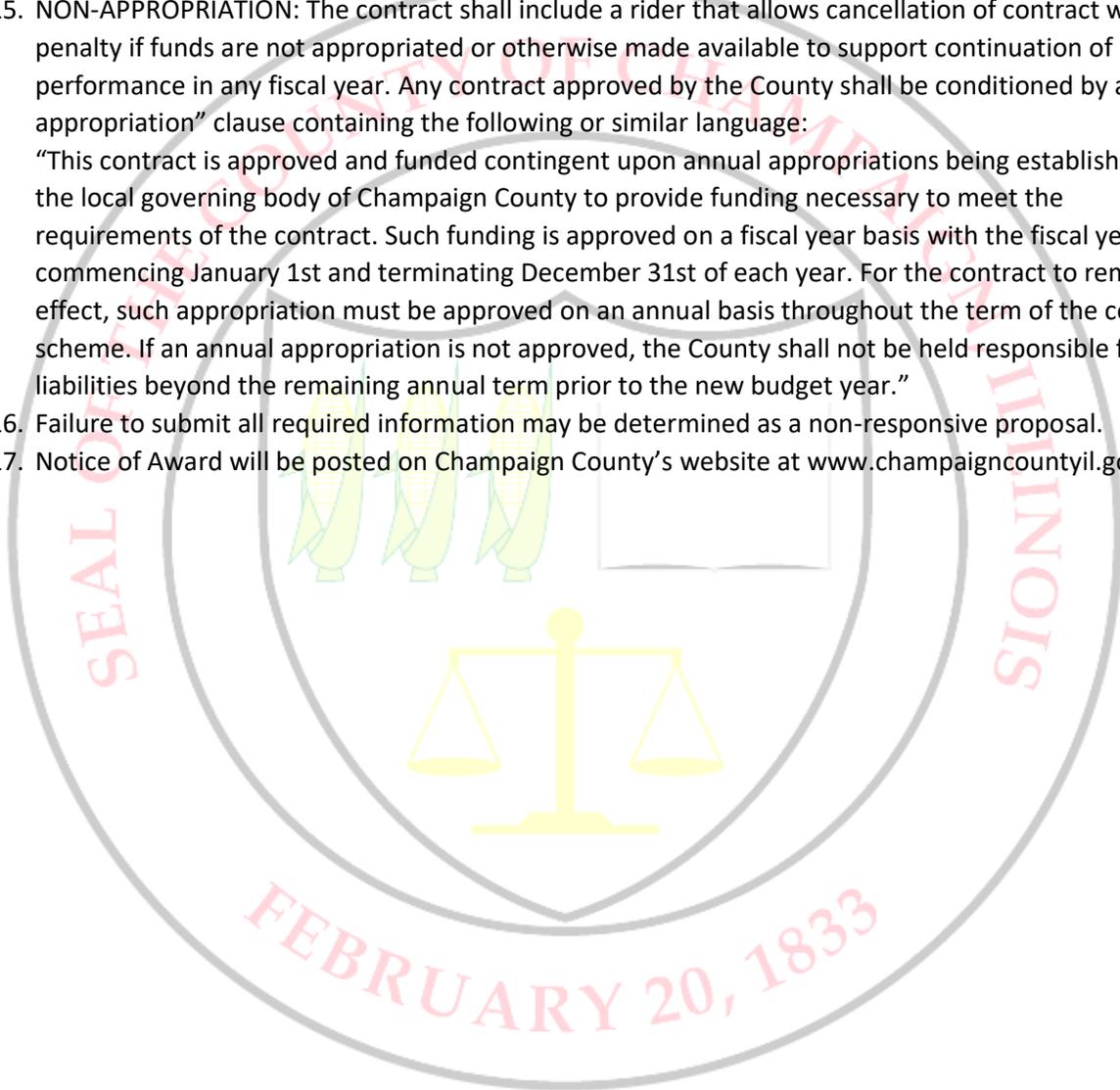
MBE/WBE/DBE and veteran-owned firms are encouraged to apply.

RFP CONTRACTUAL AGREEMENT AND RIGHTS

1. Champaign County will be referred to as “County” for the purposes of this document.
2. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this Request for Proposal (hereinafter “RFP”).
3. A proposal shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink or by digital equivalent by a person duly authorized to legally bind the partnership, company, or corporation submitting the proposal.
4. Bidders are to include all applicable requested information and are encouraged to include any additional information they wish to have considered. Additional information shall be a separate section of the proposal and shall be identified as such.
5. An electronic copy of your proposal is required. The proposal must be complete, clear, and concise.
6. Proposals will be received by Champaign County until the time and date shown on the cover page of this RFP, unless modified and announced by the County. Proposals received after the time set for closing will go unconsidered.
7. Champaign County shall not be responsible for unidentified proposals.
8. Proposals may be withdrawn by bidder prior to, but not after, the time set for closing. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of ninety (90) days.
9. Offers, amendments, or withdrawal requests must be received within the timeframe advertised for RFP closing to be considered timely filed. It is the bidder’s sole responsibility to ensure that all documents are received by person (or office) before the time indicated by the County.
10. By submission of an offer, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
11. The County discourages bidders from submitting as part of their bid any trade secrets or other commercial or financial information bidders would prefer to remain confidential after a final selection is made. Bidders must clearly mark as “Confidential” any part of their submission which they consider to be proprietary information that could be exempt from disclosure under 5 ILCS 140/1 et seq. (the Freedom of Information Act). If any part of a submission is designated as “confidential”, the bidder must attach to that part a detailed explanation of how this information fits within one or more exemptions listed at 5 ILCS 140/7. Bidders are reminded that Illinois law presumes that all records in the custody or possession of a public body are presumed to be open to inspection or copying, and exemptions are narrowly construed; however, it is generally the practice of the County to cite the exemption described at 5 ILCS 140/7(h) regarding ‘proposals and bids’ when a FOIA request is made before the County has made a final selection (including final and formal approval of contract). The County will make its own legal determinations in every instance and owes no duty to bidders to notify, consult with, or obtain the consent of bidders before responding to any FOIA request.
12. The agreement or contract resulting from the acceptance of a proposal shall be on forms prepared by the bidder and approved by the County, and shall incorporate, as the minimum, this entire solicitation, all amendments, and the successful bidder’s proposal. The County reserves the right to reject any contract that does not conform to this solicitation and any County requirements for agreements and contracts.
13. This solicitation does not commit Champaign County to award a contract, to pay any cost incurred in the preparation of a proposal or to procure a contract for the articles of goods or services.

Champaign County reserves the right to accept or reject any or all proposals received as a result of this solicitation, to negotiate with all qualified bidders, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County to do so. Champaign County reserves the right to interview any, all, or none of the respondents and to select who it feels is the most responsive consultant.

14. If awarded, this contract will be awarded to the bidder whose proposal is within the competitive range and determined to be in the best interest of Champaign County. The County reserves the right to reject all proposals received; and, in all cases, the County will be the only judge as to whether the proposal has, or has not, satisfactorily met the requirements of this RFP.
15. NON-APPROPRIATION: The contract shall include a rider that allows cancellation of contract without penalty if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year. Any contract approved by the County shall be conditioned by a “non-appropriation” clause containing the following or similar language:
“This contract is approved and funded contingent upon annual appropriations being established by the local governing body of Champaign County to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing January 1st and terminating December 31st of each year. For the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract scheme. If an annual appropriation is not approved, the County shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.”
16. Failure to submit all required information may be determined as a non-responsive proposal.
17. Notice of Award will be posted on Champaign County’s website at www.champaigncountyil.gov.



APPENDIX A

Building	Address	Square Footage
Animal Control	210 S. Art Bartell Road, Urbana, IL 61802	4,500
Bennett Administrative Center	102 E. Main St., Urbana, IL 61801	95,880
Brookens Building	1776 E. Washington St., Urbana, IL 61802	93,060
Coroner's Office	202 S. Art Bartell Road, Urbana, IL 61802	5,750
Courthouse	101 E Main St., Urbana, IL 61801	146,339
Election Supply	202 S. Art Bartell Road, Urbana, IL 61802	5,895
ESDA Garage	1703 E. Main St., Urbana, IL 61802	2,880
Highway	1605 E. Main St., Urbana, IL 61802	43,975
Highway Garage	1705 E. Main St., Urbana, IL 61802	4,320
Highway Garage	Rear, 1701 E. Main St., Urbana, IL 61802	4,320
Humane Society Building	1911 E. Main St., Urbana, IL 61802	10,200
ILEAS	1701 E. Main St., Urbana, IL 61802	95,436
ILEAS Garage	1707 E. Main St., Urbana, IL 61802	4,320
Juvenile Detention Center	400 Art Bartell Road, Urbana, IL 61802	31,000
METCAD	1905 E. Main St., Urbana, IL 61802	19,600
Physical Plant Shop	202 S. Art Bartell Road, Urbana, IL 61802	11,956
Pope Jail	502 S. Lierman Ave., Urbana, IL 61802	91,822
Salt Dome	301 S. Art Bartell Road, Urbana, IL 61802	1,440
Sheriff's Garage	1709 E. Main St., Urbana, IL 61802	7,800
Sheriff's Office	204 E Main St., Urbana, IL 61802	55,000

Courthouse Digital Controls Upgrade

Vendor: Alpha

Cost: \$564,486

Incentives: Approximately \$330,000

Annual Savings: Approximately \$192,000

Annual Software Fee: \$3,080

Timeline: 16 weeks to complete after parts are in

Collect \$335,082 in incentives and avoid \$192,940 per year in wasted costs

The savings alone could offset the costs of 4 new county fleet trucks each year.

MODERNIZATION AND ENERGY MANAGEMENT

The facility temperature controllers are well beyond ASHRAE-recommended life expectancy of 15 years. The highest priority for this project is the modernization of the facility's aging temperature controls allowing for optimal building operation and improved comfort.

Over the past year utility costs have increased a massive 21% at the same time usage went down 5%!

To this end, our comprehensive energy analysis of the facility found that there is a significant opportunity for much less wasted utility spend complete with an incentive that will help offset the upfront cost of the project.

Project implementation will include the following key automation and efficiency features and services:

- Advanced Scheduling Integration Software Implementation
- Personalized Owner Training, Coaching and Support to ensure continued performance.
- Weatherization of door seals, door jams and window caulk as needed.
- Measurement and Reporting of Energy Savings (ASHRAE Guideline 14)
- Highest performance sequences of operation (ASHRAE Guideline 36)
- Increased occupant comfort through proper control of the indoor environment (ASHRAE Standard 55)

CASE STUDY HIGHLIGHT:

Horace Mann in downtown Springfield had pneumatic controls that were well past life-expectancy, connected to a poorly designed mechanical system. Alpha Controls replaced their pneumatic controllers, and by the end of the project, they had reduced their energy use by 67% and have past well over \$1 million in utility cost savings to-date. This helped Horace Mann reach their sustainability initiative of 50% carbon reduction by 2030. The facility director later shared that they had also seen a 90% reduction in hot/cold calls in the wake of these upgrades.

For additional success stories refer to our website here: <https://www.alphaacs.com/about-us/success-stories>

FINANCIALS

Project first cost is estimated at \$564,486, less an estimated incentive of \$335,082.

A 15-year life-cycle cost analysis estimates the cost of doing nothing is up to \$1,710,701 in today's dollars.

The table below illustrates the range of savings we estimate that these proposed HVAC controls could generate, ranging from "Basic Operation" to "Optimal Operation." Human behavior can impact any building's energy performance. Rest assured, a complete plan to manage those variations has been prepared.

	Optimal Operation	Basic Operation
Annual Cost Savings	\$192,940	\$163,999
Utility Incentives	\$335,082	\$284,820
Simple Payback Period	1.19 years	1.71 years
Net Present Value	\$1,710,701	\$1,365,898
Savings to Investment Ratio	8.5	4.9

NEXT STEPS

1. Alpha will submit a pre-application to Ameren Illinois to reserve utility incentive dollars.
2. Alpha can improve building performance in 16 weeks from notice to proceed.

* Energy cost reduction not guaranteed. However, multiple references can attest to Alpha's consistent ability to exceed projections.

** NPV assumes 15-year analysis term, 3% inflation and 10% discount rate.

\$3,080 annual license fee is included for the first 18 months.

*** Incentive includes 10% early completion bonus if the project is executed in full by June 30th, 2026

This requires a notice to proceed no later than 02/28/26.

PROPOSAL



Proposed By
Nathan Seymour

Solutions Engineer
M: 217 299-1381
E: nathans@alphaacs.com

Proposal for Temperature Controls
Champaign County Courthouse Control Modernization

Proposal #: ACS23-4494
Proposal Date: October 23, 2025

Addendums Acknowledged:

Base Bid

This is an extension of the existing Schneider Electric control system by Alpha Controls & Services

General Conditions

- Startup, checkout, Owner training, commissioning, and warranty as specified (1 year standard)
- Provide graphics, trends, and alarms for a browser-based control system that provides remote access to the building system including the following: Text alarms, historical trend data and click and drag scheduling of equipment for weekdays, holidays, and special events
- NOTE: Owner to maintain IT system to support browser-based graphics

Training and Commissioning

- Training – 8 hrs (Split into sessions as needed)

Building Automation System

- Reuse existing network controller (Existing ASP) (Typical of 3)

Advanced Scheduling Configuration

- Coordination meetings and training for an initial deployment
- Weatherization and uploading of HVAC equipment data
- Commissioning and performance verification
- Scheduling setup per network controller
- Gateway Installation Per Building
- Implementation and first 18-month royalties
- Energy Solutions design fee

Hot Water System Controls

- Schneider Electric BACnet DDC controller mounted in existing local control panel
- Reuse 120 V power to local control panel, Provide new 24VAC transformers
- Reuse conduit and cable from local control panel to equipment, provide new as required
- Provide communications cable to local control panel
- Immersion temp sensor (Typical of 2)
- **Reuse & Reconnect all other devices and sensors to new controller**

Chilled Water System Controls

- Schneider Electric BACnet DDC controller mounted in existing local control panel
- Reuse conduit and cable from local control panel to equipment, provide new as required
- Provide communications cable to local control panel
- Reuse 120 V power to local control panel, Provide new 24VAC transformers
- Immersion temp sensor (Typical of 2)
- **Reuse & Reconnect all other devices and sensors to new controller**

Chilled Water-Boiler Alarm Controls

- Schneider Electric BACnet DDC controller mounted in existing local control panel
- Reuse 120 V power to local control panel, Provide new 24VAC transformers
- Reuse conduit and cable from local control panel to equipment, provide new as required
- Provide communications cable to local control panel
- VFD start/stop, speed, status and safety interlocks (Existing to Remain) (Typical of 2)
- Wet differential pressure transmitter (Existing to Remain)
- Alarm (Existing to Remain) (Typical of 2)
- **Reuse existing device and re-terminate to new controller**

Chilled Water Pump VFD Integration (Qty 2)

- Integrate VFD - Reuse existing Lon Network, ACS to check integrations, no new work

AHU-1, 2, 3, 5, 6, 7 Controls

- Schneider Electric BACnet DDC controller mounted in existing local control panel (Typical of 6)
- Reuse 120 V power to local control panel, Provide new 24VAC transformers (Typical of 6)
- Reuse conduit and cable from local control panel to equipment, provide new as required (Typical of 6)
- Provide communications cable to local control panel (Typical of 6)
- Averaging temperature sensor (Typical of 6)
- Single point temperature sensor (Typical of 12)
- **Reconnect all other devices and sensors to new controller (Typical of 6)**

AHU-4 Controls

- Schneider Electric BACnet DDC controller mounted in existing local control panel
- Reuse conduit and cable from local control panel to equipment, provide new as required
- Provide communications cable to local control panel
- Reuse 120 V power to local control panel, Provide new 24VAC transformers
- Reuse existing thermostat rough in, pull new ethernet thermostat cable
- Thermostat
- Single point temperature sensor (Typical of 2)
- Averaging temperature sensor
- **Reconnect all other devices and sensors to new controller**

PROPOSAL



AHU-1,2,3,4,5,6,7 VFD Controls (Qty 7)

- Schneider Electric BACnet DDC controller mounted in existing local control panel (Typical of 7)
- Reuse 120 V power to local control panel, Provide new 24VAC transformers (Typical of 7)
- Reuse conduit and cable from local control panel to equipment, provide new as required (Typical of 7)
- Provide communications cable to local control panel (Typical of 7)
- **Reconnect all other devices and sensors to new controller** (Typical of 7)

AHU VFD Integrations (Qty 14)

- Integrate VFD - Reuse existing Lon Network, ACS to check integrations, no new work

Misc Controls

- Schneider Electric BACnet DDC controller mounted in existing local control panel
- Reuse 120 V power to local control panel, Provide new 24VAC transformers
- Reuse conduit and cable from local control panel to equipment, provide new as required
- Provide communications cable to local control panel
- Reuse existing thermostat rough in, pull new ethernet thermostat cable (Typical of 3)
- Thermostat (Typical of 3)
- Wall mount CO2 sensor
- **Reconnect all other devices and sensors to new controller**

VAV Controls (Qty 136)

- Schneider Electric BACnet air terminal unit controller (Typical of 136)
- **Provide power (New Transformers)** & communication cable per electrical specifications (Typical of 136)
- Reuse existing thermostat rough in, pull new ethernet thermostat cable (Typical of 136)
- Thermostat with push button user interface (Typical of 136)
- Single point temperature sensor (Typical of 136)
- **Reuse existing device and re-terminate to new controller**
 - Zone control valve (Existing to Remain) (Typical of 136)

CUH Controls (Qty 4) - Rm 170, Stair 170, Stair East, Stair West

- Schneider Electric unitary BACnet controller (Typical of 4)- Mount controller inside of unit (Typical of 4)
- Provide power & communication cable per electrical specifications (Typical of 4)
- Provide thermostat rough in (Typical of 4)
- Thermostat with push button user interface (Typical of 4)
- Discharge air temperature sensor (Typical of 4)
- Start/stop relay and current switch (Existing to Remain) (Typical of 4)
- **Reuse existing device and re-terminate to new controller**
 - Control valve (Existing to Remain) (Typical of 4)

UH Controls (Qty 3) - Attic

- Schneider Electric BACnet air terminal unit controller (Typical of 3)
- Provide power & communication cable per electrical specifications (Typical of 3)
- Provide thermostat rough in (Typical of 3)
- Thermostat communicating with blank cover (Typical of 3)
- **Reuse existing device and re-terminate to new controller**
 - Control valve (Existing to Remain) (Typical of 3)

PROPOSAL



Exclusions

- Fire and/or fire/smoke dampers, life safety products and/or electrical or sheet metal installation labor
- Access doors, patching and/or painting
- Overtime and/or Shift/Premium Time
- Bonding and Permits
- Federal, State and Local Taxes
- Smoke detectors and/or modifications to fire alarm system
- Providing and/or installation of gauges, thermometers, thermo-wells, balancing valves, thermowells, pressure taps & hand valves
- Asbestos testing and/or abatement, if applicable
- VFD's, starters, and power wiring by others
- Installation of control valves
- Draining, cleaning, and/or flushing piping systems
- Emergency Power
- Any/all liquidated damages
- BIM Modeling
- All Pneumatic Demolition
- This proposal is valid for 30 days and assumes completion in 2026
- Repairs to BMS not listed in proposal

Base Bid: \$564,486
(Sales tax not included.)

The standard terms and conditions of sale are attached and are a part hereof:

Proposed By

Name Nathan Seymour
Title Solutions Engineer
Company Alpha Controls & Services, LLC.
Date 10/23/2025

Accepted By

Name _____
Title _____
Company _____
Date _____

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERS SIDE HEREOF; AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS

PROPOSAL



All goods, services, and Firmware furnished by Alpha Controls & Services ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

- 1. Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
- 2. Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
- 3. Payment/Credit/Security.** Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 1½% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. Cancellation by Customer.

(a). Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.

(b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.

5. Warranty. Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Alpha Controls & Services equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time:

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration or accident before replacement is made or credit issued.

6. Force Majeure. Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.

7. No Consequential Damages. Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduit (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.

8. Governing Law. The law of the State of Illinois shall govern all transactions to which these standard terms and conditions apply.

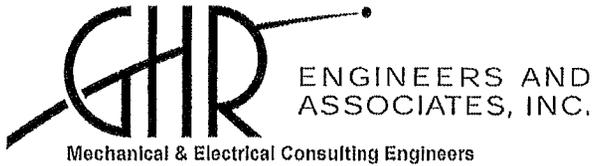
9. Prices in this quotation remain in effect for 30 days from date of issue.

Corporate HQ:
4104 Charles Street
Rockford, IL 61108

Springfield Office:
2867 Via Verde
Springfield, IL 62703

Champaign Office:
2110 Clearlake Boulevard Suite #101
Champaign, IL 61822

Wisconsin Office:
8845 S. Greenview Drive #2
Middleton, WI 53562



LE McGill, PE, LEED AP, BD+C
President
October 23, 2025

JW Aquino, AIA
Executive Vice President

JN Gleason, PE, LEED AP
Vice President

RC Van Note, PE
Vice President

SM Shorish, PE
Vice President

SM Hicks
Secretary

KM Sluts
Treasurer

Ms. Michelle Jett, (Acting) Facility Director
Champaign County Administrative Services
1776 East Washington
Urbana, IL 61802-4578

SUBJECT: 7792 ILEAS (GHR Task No. 002)
Air Handling Unit Replacement
Proposal for Design and Construction
A/E Services

Senior Associates
TL Hinton, PE
JG Meerlink
DB White, CDT/CCCA

Dear Michelle,

This is submitted per our October 16, 2025 review meeting.

Based on GHR's approved study, GHR will:

- Prepare bid documents.
- Issue documents for bidding.
- Administer the construction contract.

The project will be bid under a single prime contract except for abatement which will be bid as a small separate project.

The budget is attached. It has been updated from that presented in the study October 16, 2025.

The schedule is attached. This schedule is tight and is driven by lead times on the new air handling units.

To ensure an understanding of our mutual responsibilities, we have attached Terms and Conditions dated October 23, 2025.

Proposed basic fee will be \$73,647.

Reimbursable expenses are estimated as follows:

Abatement Design Fee (Fixed)	\$ 7,000
ACM Testing (Estimated)	\$ 1,600
GHR Site Observation (Hourly)	\$ 5,000
	<u>\$13,600</u>

Ms. Michelle Jett

Page 2

October 23, 2025

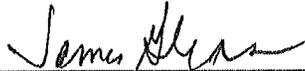
Changes to the project (other than those requested by the A/E) will be provided as additional services on an hourly basis.

If this proposal is acceptable, please sign and return one copy for our files.

We appreciate the opportunity to work with you and your Team.

Respectfully submitted by:

Accepted by:



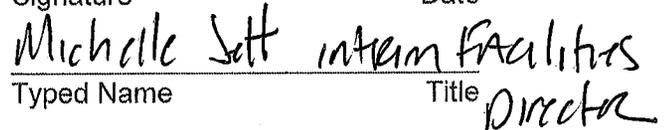
James N. Gleason, PE
Vice President

JNG/smh



Signature

Date



Typed Name

Title

Attachment:

Terms and Conditions - October 23, 2025
Project Schedule

Proposed Meeting Schedule

Project: ILEAS Air Handling Unit Replacement
GHR Project: 7792

Preliminary Schedule

October 22, 2025	Contract for A/E design and construction services.
October 15, 2025	Start MEP design.
October 15, 2025	Engage asbestos consultant.
November 5, 2025	SD review (drawings and estimates).
November 19, 2025	75% MEP / abatement review (drawings, specs, estimates).
November 26, 2025	99% review (drawings, specs, front end, estimates).
December 2, 2025	Issued for Bid Documents (MEP / abatement).
December 9, 2025	Prebid (MEP/abatement).
December 23, 2025	Take bids (3 week bid period).
January 6, 2026	Approve bids.
January 13, 2026	Contracts, insurance, bonds.
January 15, 2026	Shop drawing review begins.
January 19, 2026	Asbestos abatement work begins.
February 9, 2026	Asbestos abatement work ends, site turned over to Mechanical Contractor.
April 9, 2026	Air handling units arrive.
May 21, 2026	Install units and controls (6 weeks).
May 28, 2026	Substantial completion / punch list.

Proposed Cost Summary (Updated October 23, 2025)

Project: ILEAS Air Handling Unit Replacement
GHR Project: 7792

Construction Cost Estimate (All in 2025 Dollars)		
Ventilation (Prime)		\$160,000
Heating (Sub)	\$137,000	
Insulation (Sub)	\$59,000	
Abatement (Sub)	\$49,000	
Controls (Sub)	\$159,000	
Test and Balance (Sub)	\$15,000	
Plumbing (Sub)	\$11,000	
Fire Protection (Sub)	\$7,000	
Electrical (Sub)	\$27,000	
	Total Subs	\$464,000
	Mark-Up 5%	\$23,200
		\$487,200
Total Construction Cost Estimate		\$647,200
Design Contingency (10%)		\$64,720
Subtotal A		\$711,920
Bidding (Market) Contingency (10%)		\$71,192
Subtotal B		\$783,112
Construction Contingency (10%)		\$78,311
Subtotal C		\$861,423
A/E Fee (CDB Group 2R) 9.4% applied to Subtotal B		\$73,647
Reimbursable Expenses		
Abatement Fee	\$7,000	
ACM Testing	\$1,600	

Construction Cost Estimate (All in 2025 Dollars)		
Site Observation (Allowance)	\$5,000	
Advertising (by County)	\$0	
Printing	\$0	
Total Reimbursable Expense	<u>\$13,600</u>	
	Project Cost	<u>\$948,670</u>

2025.10.23 Project Cost Summary.JNG.wpd

GHR ENGINEERS AND ASSOCIATES, INC.
TERMS AND CONDITIONS OF AGREEMENT
OWNER - ENGINEER
County of Champaign - GHR Engineers and Associates, Inc.

To assure an understanding of matters related to our mutual responsibilities these terms and conditions for professional engineering services are made a part of this agreement for our services:

AMENDMENTS

This agreement may be amended in writing providing both the Owner and Engineer agree to such modifications.

COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the agreement.

When "Lump Sum" payment is utilized it shall include all labor and expenses (for the scope of services as defined in the agreement) incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the Owner.

When a "Direct Personnel Expense" (D.P.E.) payment is utilized it shall be computed by a multiplier factor times payroll cost plus reimbursable expenses.

The "D.P.E." means the salaries and wages paid to all Engineering personnel engaged directly in these services plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workman's compensation, incentive and holiday pay applicable thereto.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the services including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual services completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the issuance of the Engineer's statement.

LATE PAYMENT

If the Owner fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1% per month may be added to the Owners account. This is an annual rate of 12%.

If the Owner fails to make payments when due or is otherwise in breach of this Agreement, the Engineer may suspend services upon 5 days notice to the Owner. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner.

In the event any portion or all of an account remains unpaid 90 days after billing the Owner shall pay all costs of collection, including reasonable attorney's fees.

STANDARD OF CARE

The Engineer will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement.

Owner shall make all unusual and/or out-of-the-ordinary design requirements known to the Engineer.

CONFIDENTIALITY

The Engineer shall hold confidential the business and technical information obtained or generated in performance of services under this agreement, and as identified in writing by the Owner as confidential.

DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

All original drawings, specifications, electronic data and other documents are instruments of the Engineer's service for use solely with respect to this project and shall remain the property of the Engineer. The Owner shall be permitted to retain copies including reproducible copies of the Engineer's drawings, specifications, electronic data and other documents for information and reference in connection with the Owner's use and occupancy of the project.

All equipment plans, site surveys, etc. necessary for the Engineer to accomplish the services shall be provided by the Owner at no charge to the Engineer.

RESPONSIBILITY FOR CONSTRUCTION COST

It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, marketing or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids will not vary from any Opinion of Construction Cost or evaluation prepared or agreed to by the Engineer.

AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

INSURANCE

The Engineer shall maintain comprehensive general liability and professional liability insurance coverage and the Engineer employees are covered by Workers Compensation Insurance. Certificates of Insurance can be provided to the Client upon written request. The Engineer shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions.

HAZARDOUS MATERIALS

The Engineer shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the Owner shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Owner to advise the Engineer (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Owner.

MOLD

It is understood that the Contractor, not the Engineer, has control over conditions in the field. As such the Contractor is in the best position to verify that all conditions are completed to provide and maintain an appropriate environment.

The completed work will be subject to wear and tear. Consequently, the work will require frequent monitoring and maintenance to prevent damage or deterioration. Such monitoring and maintenance will be the sole responsibility of the Owner. Engineer shall have no responsibility for such issues nor for resulting damages.

REMODELING AND RENOVATION

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

INDEMNIFICATION

The Owner shall indemnify and hold harmless the Engineer and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damages, loss or expense is caused in whole or in part by the negligent act, omissions, and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the Engineer), or anyone for whose acts any of them may be liable.

MEDIATION

In the event of a dispute, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

TERMINATION

In the event of termination of this Agreement by either party, the Owner shall within fifteen (15) calendar days of termination pay the Engineer on an hourly basis for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.

The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving the Engineer not less than seven (7) calendar days' written notice.

SUSPENSION OF SERVICES

If the Project or the Engineers services are suspended by the Owner for more than thirty (30) calendar days, consecutive, the Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Owner shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

BILLING INFORMATION

For purposes of lump sum agreements the fee will be broken down as follows:

Schematic design	20%
Design development	25%
Contract documents	30%
Bidding	5%
Contract Administration	20%

ON-SITE OBSERVATION

On-site observation will be included in the scope of the Engineer's services to conduct visual observation of materials and completed work and to determine if the work is proceeding in general conformance with information given in the contract documents and with the design concept.

On-site construction observation will be provided at hourly rates and will include reimbursable expenses.

BASIC SERVICES

The following work will be considered as included in the basic fee for engineering services:

- Schematic Design
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Administration

ADDITIONAL SERVICES

The following will be provided on request as additional services at normal hourly rates plus reimbursable expenses and will not be included in the basic fee:

- Analysis of Owning and Operating Costs
- Obtaining Permits
- Special Consultants
- As Built Drawings
- Start-Up assistance
- O&M Manuals
- Services more than 60 days after Substantial Completion
- Work not in accord with generally-accepted practice
- On-Site Observation
- Changes to previously-accepted documentation
- Change orders that are not A/E-requested
- Coordination with Asbestos Abatement Contractors
- Green Building Analyses
- LEED Certifications
- Coordination with Commissioning Agents
- Documenting compliance with energy conservation codes.
- Ameren Energy Efficiency Incentive Applications

APPLICABLE LAW

Unless otherwise specified, this agreement shall be governed by the laws of the State of Illinois.

Terms and Conditions of Agreement - Between Contractor and Owner.wpd