

November 2, 2011

SHELBY COUNTY BOARD MEETING AGENDA

November 9, 2011 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. State's Attorney Deborah Riley – State's Attorneys Appellate Prosecutor Program Resolution
5. Probation Officer Heather Wooters – Drunk and Drugged Driving Prevention Month Proclamation
6. Chairman Cannon – AFSCME Contract Proposal
7. Chairman Cannon – West Central Development Council Intergovernmental Cooperation Agreement
8. County Highway Engineer Alan Spesard – Highway Engineer's Report
9. EMA Coordinator/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports
10. Committee Reports
11. Chairman Updates
12. Chairman Appointments
13. Correspondence
14. Public Body Comment
15. Adjournment

COFFEE: Jury Room B - 8:30 A. M.

Don't forget your CEFS Food Bank Donations – DUE TODAY!

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

November 9, 2011 – 9:00 A.M.

The Shelby County Board met on Wednesday, November 9, 2011, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. All present recited the Pledge of Allegiance.

County Clerk Kathy Lantz called the roll. Roger Pauley was absent.

Minutes for the October 14, 2011 board meeting were presented for approval.

MOTION: Dave Cruitt made motion to approve the minutes of the October 14, 2011 board meeting as presented. Glenn R. "Dick" Clark seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Chairman Cannon requested the appointment of Robert "Bob" Hunter, Jr. to serve the unexpired term created by the resignation of Norma Stewart, County Board District #1.

MOTION: Rob Amling made motion to approve the Chairman's request to appoint Robert "Bob" Hunter, Jr. to serve the unexpired term created by the resignation of Norma Stewart, County Board District #1. Bob Jordan seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Mr. Hunter took the Oath of Office administered by Mrs. Lantz and was seated.

States Attorney Deborah Riley requested board approval for the annual State's Attorneys Appellate Prosecutor Resolution after noting highlights of the agreement.

MOTION: Dale Wetherell made motion to approve the State's Attorneys Appellate Prosecutor Resolution as presented. Richard Hayden seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Probation Office Heather Wooters requested the board proclaim December 2011 as Drunk and Drugged Driving (3D) Prevention Month. Mrs. Wooters noted that the Memorial Tree will be in the basement throughout the month of December and thanked the Board for their support.

MOTION: Glenn R. "Dick" Clark made motion to approve the Proclamation Declaring December 2011 to be Drunk and Drugged Driving (3D) Prevention Month. Fred Doerner seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Chairman Cannon presented the American Federation of State, County and Municipal Employees (AFSCME) union contract for approval. The contract is for four years and has been approved by the AFSCME union employees. Chairman Cannon explained to the board that negotiations between the Fees and Salaries Committee and the Fraternal Order of Police (FOP) were not successful and negotiations have gone to arbitration.

MOTION: Barbara Bennett made motion to table the AFSCME union contract until the FOP contract is ready for approval. Robert Behl seconded the motion.

Chairman Cannon stated that the AFSCME union employees had accepted the Fees and Salaries Committee's final proposal and asked if the committee was now backing out of their proposal. Discussion followed. At this time Chairman Cannon called for a motion to enter into closed session pursuant to statutory citation 5 ILCS 120/2(c) (2) – to discuss "collective negotiating matters".

MOTION: Rob Amling made motion to adjourn the regular session and convene to closed session pursuant to statutory citation 5 ILCS 120/2(c) (2) – to discuss "collective negotiating matters". Jim Warren seconded the motion.

VOTE: Roll Call Vote:
Aye: Amling, Barr, Behl, Bennett, Clark, Cruitt, Doerner, Durbin, Gergeni, Hayden, Hunter, Jordan, Kearney, Lenz, Robertson, Roessler, Sims, Strohl, Warren, Wetherell
Nay: None
Absent: Pauley
Not Voting: Cannon
Motion carried.

CLOSED SESSION OF THE SHELBY COUNTY BOARD.

The Closed Session was ended, the doors opened and spectators were allowed to return to the meeting. There was no action taken in closed session.

MOTION: Rob Amling made motion to adjourn the Closed Session and to reconvene the regular session of the County Board meeting.
Glenn R. "Dick" Clark seconded the motion.

VOTE: Roll Call Vote:
Aye: Amling, Barr, Behl, Bennett, Clark, Cruitt, Doerner, Durbin, Gergeni, Hayden, Hunter, Jordan, Kearney, Lenz, Robertson, Roessler, Sims, Strohl, Warren, Wetherell
Nay: None
Absent: Pauley
Not Voting: Cannon
Motion carried.

Following the Closed Session, Barbara Bennett and Robert Behl withdrew their motion and second to table approval of the AFSCME union contract proposal.

MOTION: Glenn R. "Dick" Clark made motion to approve the AFSCME contract proposal as presented.
Fred Doerner seconded the motion.

VOTE: Roll Call Vote:
Aye: Amling, Barr, Behl, Bennett, Clark, Cruitt, Doerner, Durbin, Gergeni, Hayden, Hunter, Jordan, Kearney, Lenz, Roessler, Sims, Strohl, Warren, Wetherell
Nay: None
Voting Present: Robertson
Absent: Pauley
Not Voting: Cannon
Motion carried.

Chairman Cannon presented the West Central Development Council (WCDC) Intergovernmental Cooperation Agreement Resolution to support the efforts of the WCDC to obtain funds from the U. S. Dept. of Agriculture for the purpose of helping low and moderate income communities evaluate their water and/or sewer needs. (See Resolution attached to these minutes).

MOTION: Ken Barr made motion to approve the WCDC Intergovernmental Cooperation Agreement Resolution as presented.
Gary Gergeni seconded the motion.

VOTE: All voted aye by voice and the motion carried.

At this time, Chairman Cannon called for the County Highway Engineer's report.

Alan Spesard, County Highway Engineer, addressed the board to give the highway report. Mr. Spesard presented one Petition – to replace a culvert in Dry Point Township. (See Petition attached to these minutes for further descriptions, funding division of costs, estimates, etc.).

Petition – replace a culvert in Dry Point Township:

MOTION: Ken Barr made motion to approve the Petition to replace a culvert in Dry Point Township as presented.
Barbara Bennett seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Ending his report, Mr. Spesard gave some updates and highlights of the County Highway Department. The semiannual highway commissioner's educational conference was held on November 4th and was well attended. Signs for the countywide signage grant project are being manufactured at this time. Mr. Spesard completed review of the township highway commissioner's budgets and bid packages are being prepared. An update on bridge projects was given and Mr. Spesard answered several questions from the board. Chairman Cannon thanked Mr. Spesard for his "well put together" commissioner's conference.

EMA/Zoning Administrator Jared Rowcliffe highlighted the Zoning/EMA report previously mailed to the Board for their review. As Zoning Administrator, Mr. Rowcliffe presented a Resolution to rezone Mike & Vicki May's property in Ridge Township, Section 15, from Agriculture (AG) to General Business (GB). Planning Commission and Zoning Board of Appeals recommended approval to the Board. (See Resolution attached to these minutes for further description).

MOTION: Robert Behl made motion to approve the Resolution to rezone Mike and Vicki May's property in Cold Spring Township, Section 15, from AG to GB, to develop a retail antique and craft business.
Bob Jordan seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Chairman Cannon thanked Mr. Rowcliffe for the building permit trend report prepared for the board. Mr. Rowcliffe and Chairman Cannon reported on the Geographic Information System (GIS) workshop held on October 26th.

Chairman Cannon called for committee reports. Committee reports are attached to the minutes. Actions taken during committee reports to board were as follows:

Kay Kearney, Chairperson of the Law Enforcement Committee and Sheriff Mike Miller detailed the anonymous donation of a communications tower being built for the county's use, as well as other governmental entities that qualify. Discussion followed. (Proposal attached to these minutes).

MOTION: Robin Robertson made motion to waive the zoning permit fee of \$4,500.00 for the above mentioned anonymous donation as presented.
Ken Barr seconded the motion.
VOTE: All voted aye by voice, with the exception of one nay vote.
Motion carried.

At this time, Chairman Cannon called for a ten minute recess.

MOTION: Robin Robertson made motion to take a ten minute recess.
Don Strohl seconded the motion.
VOTE: All voted aye by voice.

The recess was ended and Chairman Cannon called on the Clerk to call the roll. Roger Pauley was absent.

Don Strohl, Chairman of the Purchasing Committee, approved the \$5,000.00 payment to Melotte Morse Leonatti Parker, Ltd. (MMLP) following additional information regarding the claim.

Barbara Bennett, Chairperson of the Insurance Committee, informed the board that the committee received liability and workers compensation insurance proposals from Shelbyville Insurance Services (SIS) and C, F & H Insurance. The Insurance Committee recommended accepting SIS's option two – proposal with a yearly premium of \$189,742.00. The proposal was detailed by SIS co-owner Chris Smith. Other insurance representatives present for the SIS proposal were Rachel Wallace, of SIS, and Steve Vedas, of Bliss McKnight Insurance. Property insurance carrier will change from Cincinnati Insurance to Chubb's Insurance. Answering a question from the board, Mr. Smith agreed that the new insurance proposal was the same as or better than the present County insurance plan. (Proposal attached to these minutes).

MOTION: Barbara Bennett made motion to accept the SIS's option two – proposal with a yearly premium of \$189,742.00.
Don Strohl seconded the motion.
VOTE: All voted aye by voice and the motion carried.

Chairman Cannon thanked everyone for their donations to the CEFS food bank. Mr. Rowcliffe and Sheriff Miller volunteered to deliver the food to CEFS.

Chairman Cannon requested the following appointments:

Rob Amling, Chairman of the Miscellaneous/Ambulance Committee

Robert Hunter, member of the Purchasing, Public Health, Miscellaneous/Ambulance and Legislative Committees

Nancy Handegan, member Combined Drainage District #2, Town of Tower Hill


Charles Kuhle, member Union Drainage District #1, Flat Branch and Assumption Township, Shelby and Christian Counties

MOTION: Dale Wetherell made motion to approve the Chairman's appointments as presented.
Glenn R. "Dick" Clark seconded the motion.
VOTE: All voted aye by voice and the motion carried.

Chairman Cannon called for Public Body comment. There was none.

There was no further business to come before the Shelby County Board.

MOTION: Glenn R. "Dick" Clark made motion to assess mileage and per diem for the November meetings, to pay the bills and payroll as approved by the committees and adjourn until the next regular meeting to be held on December 14, 2011.
Fred Doerner seconded the motion.
VOTE: All voted aye by voice, motion carried and the meeting was adjourned at 11:42 A.M.


Kathy A. Lantz
Shelby County Clerk and Recorder

November 9, 2011 REGULAR SESSION

		ROLL CALL			QUESTIONS									
			11/9/2011	11/9/2011	ON MOTIONS TO <i>Extend Vote</i> <i>Closed Session</i> <i>Union negotiations</i>		ON MOTIONS TO <i>Recess to</i> <i>Regular Session</i>		ON MOTIONS TO <i>Approve</i> <i>HFS CME</i> <i>Contract</i>					
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓	✓	✓		✓		✓					
110	BARR, KENNETH	50	✓	✓	✓		✓		✓					
116	BEHL, ROBERT H.	42	✓	✓	✓		✓		✓					
117	BENNETT, BARBARA	40	✓	✓	✓		✓		✓					
45	CANNON, BRUCE	26	✓	✓	X		X		X					
133	CLARK, GLENN "DICK"	12	✓	✓	✓		✓		✓					
99	CRUITT, DAVID		✓	✓	✓		✓		✓					
25	DOERNER, FRED		✓	✓	✓		✓		✓					
214	DURBIN, JESSE	12	✓	✓	✓		✓		✓					
105	GERGENI, GARY	26	✓	✓	✓		✓		✓					
177	HAYDEN, RICHARD	44	✓	✓	✓		✓		✓					
	HUNTER, ROBERT JR.		✓	✓	✓		✓		✓					
193	JORDAN, ROBERT N.	31	✓	✓	✓		✓		✓					
64	KEARNEY, KAY		✓	✓	✓		✓		✓					
206	LENZ, LARRY	26	✓	✓	✓		✓		✓					
457	PAULEY, ROGER	18	A	A	A		A		A					
181	ROBERTSON, ROBIN		✓	✓	✓		✓		Present					
148	ROESSLER, JOHN JACK	12	✓	✓	✓		✓		✓					
221	SIMS, TERRY JOE	24	✓	✓	✓		✓		✓					
46	STROHL, DON	45	✓	✓	✓		✓		✓					
329	WARREN, JAMES	28	✓	✓	✓		✓		✓					
44	WETHERELL, DALE	46	✓	✓	✓		✓		✓					

*20 aye
1 absent
X not voting
motion carried*

*20 aye
1 absent
X not voting
motion carried*

*19 aye
1 absent
1 present
X not voting
motion carried*

RESOLUTION

2011- 55

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2011, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

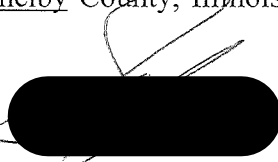
NOW, THEREFORE, BE IT RESOLVED that the Shelby County Board, in regular session, this 9th day of November, 2011 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

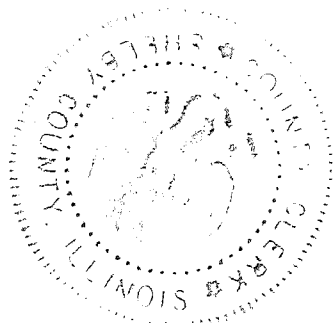
BE IT FURTHER RESOLVED that the Shelby County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2012, commencing December 1, 2011, and ending November 30, 2012, by hereby appropriating the sum of \$7,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2012.

Passed and adopted by the County Board of Shelby County, Illinois, this 9th day of Nov., 2011.



Chairman

ATTEST: 
County Clerk



PROCLAMATION

Drunk and Drugged Driving (3D) Prevention Month

Whereas, more violent deaths are attributed to traffic crashes than any other cause of death, and in 2009 there were 319 alcohol-related fatalities in the State of Illinois, and

Whereas, approximately 3 in every 10 Americans will be involved in an alcohol-related crash at some time in their lives; and

Whereas, the December holiday season is traditionally one of the most deadly times of the year for alcohol-impaired driving and is an appropriate time to focus attention on both the problems and the solutions; and


Whereas, for thousands of families across the nation, the December holidays are a sad time to remember loved ones they lost to an impaired driver during a previous holiday season; and

Whereas, community based programs involving consumer education, effective laws, and strong law enforcement have been proven successful in reducing impaired driving; and

Whereas, organizations from every state are joining together this December by supporting anti-impaired driving programs and policies; and

Whereas, Shelby County is a partner in that effort to make our roads and streets safer;

Now, therefore, I, Bruce Cannon, Shelby County Board Chairman, do hereby proclaim December 2011 as **Drunk and Drugged Driving (3D) Prevention Month** and do hereby call upon all citizens, government agencies, business leaders, hospitals, schools, and public and private institutions in Shelby County to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December 2011 holiday season.



Signature

INTERGOVERNMENTAL COOPERATION AGREEMENT


Shelby County Illinois seeks to support the efforts of West Central Development Council, Inc. to obtain funds from the United States Department of Agriculture for the purpose of helping low and moderate income communities evaluate their water and/or sewer systems. As the chief executives of our respective local governments, we are signing this agreement to accomplish these improvements.

The West Central Development Council, Inc. is hereby designated as the lead agency for this application and will be the applicant for the funds. The West Central Development Council, Inc. will be liable for all program administration functions should the grant be awarded.



Shelby County Board Chairman

WCDC Chairman



ATTEST: Shelby County Clerk

ATTEST: Secretary

11/9/11

Date

Date



NOTE: This general form (or a suitable variation) is to be used by local government applicants whose proposed project or project area involves more than one jurisdiction. It is a required part of any "on behalf of" or joint application with appropriate modifications as may be required to fit local conditions.



TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED

RESOLUTION	_____
PETITION	<u> X </u>
AGREEMENT	_____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[Redacted signature area with four blacked-out lines]

STATE OF ILLINOIS, }
County of Shelby } ss.
Road District of Dry Point }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Dry Point in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 142C at a point near NW 1/4 NW 1/4 Section 33; R3E; T9N; 3rd PM

in said Road District, for which said work the Road District of Dry Point is responsible; and the cost of which work will be two thousand five hundred Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 24th day of October 2011



Highway Commissioner.

STATE OF ILLINOIS, }
County of Shelby } ss.
Road District of Dry Point }

I, the undersigned Highway Commissioner of the Road District of Dry Point County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Pipe - 48" x 40' -	1600
Labor, Equip, Mat'l -	900
TOTAL -	\$2500

and I do estimate that the probable cost of the same will be two thousand five hundred Dollars.

Witness my hand, this 24th day of October 2011



Highway Commissioner.

PETITION FOR COUNTY AID TO BUILD
OR REPAIR BRIDGE, CULVERT OR
DRAINAGE STRUCTURE

ROAD DISTRICT OF

Dry Point

Shelby

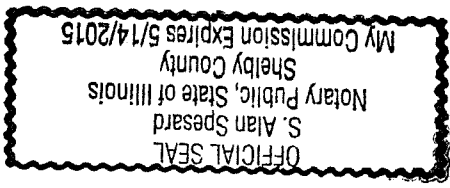
COUNTY, ILLINOIS

FILED
NOV 09 2011

Kathy A. Lutz
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.



Subscribed and sworn to before me, this 24th day of October 2011

_____ Highway Commissioner.

affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose required.

two thousand five hundred _____ Dollars mentioned in the estimate to which this being duly sworn, on oath says that

Dry Point
Brent Reynolds
Highway Commissioner of said Road District of
Dry Point
Road District of
Shelby
County of
STATE OF ILLINOIS,
ss.

dry point 50-50 exist 390n 1400e (640x480x24b jpeg)



dry point 1400e (640x480x24b jpeg)



434

Zoning/EMA Report
Shelby County Board Meeting 11/9/11

Zoning

Petition for Zoning Amendment by Mike May to rezone his property in Westervelt from R1 to GB to open a retail craft shop. Planning Commission and Board of Appeals both approved.

- 6 Building Permits Issued
 - 1 New Residence
 - 1 Residential Addition
 - 0 Grain Bin
 - 4 Accessory Building

Planning Commission and Board of Appeals will meet November 29 and November 30 respectively.

See attached handout for Building Permit Trends

EMA

Received check for EMPG Grant for 3rd quarter. \$4,532.12.

Attended Haz-Mat Awareness Training on 10-22-11

Attended IEMA Region 9 meeting on 10-28-11

Will be participating in the State Level Earthquake Exercise Nov. 15 through Nov. 17 as an Evaluator.

Received a Starcom21 radio from the State. This is a digital radio that hooks into the State's network and can communicate to other Starcom users statewide. Approximate value of \$3500.

November is Winter Weather Preparedness Month.

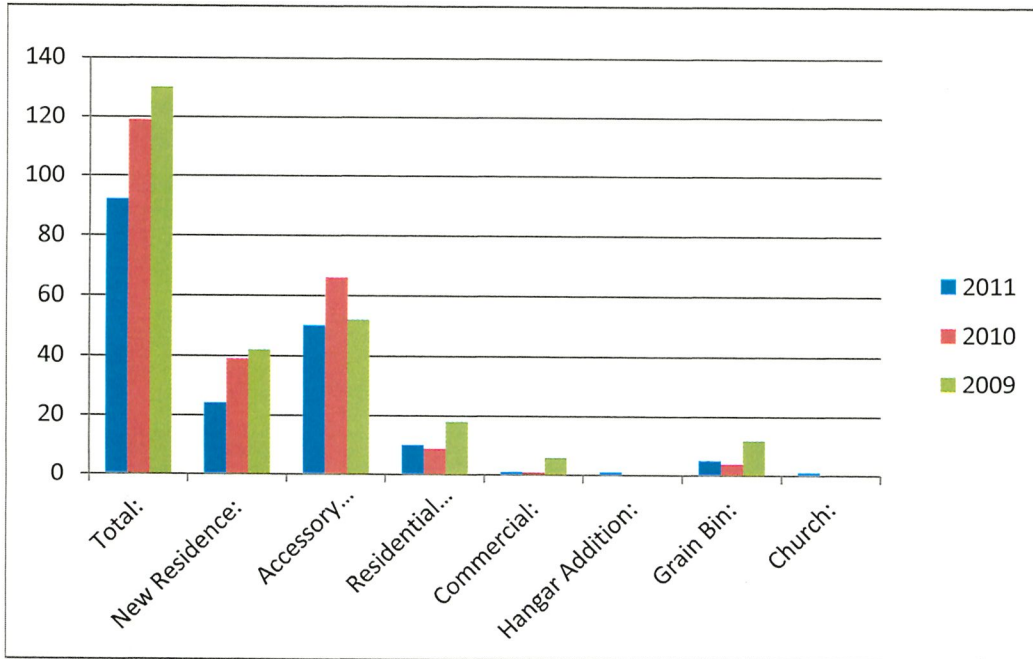
October Building Permit Log

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Fee</u>
11-087	10/3/2011	Tim Richards	07; Dry Point	0524-07-00-200-006	Acc. Building	N/F
11-088	10/7/2011	Glenn Heiserman	10; Lakewood	0918-10-00-400-006	Acc. Building	N/F
11-089	10/7/2011	Dennis Ambuehl	28; Okaw	1208-28-00-400-009	Acc. Building	\$ 125.00
11-090	10/14/2011	Ronald Throneburg	06; Ridge	1707-06-00-300-002	Acc. Building	N/F
11-091	10/14/2011	Robert Pollman	20; Oconee	1116-20-00-400-002	Res. Addtion	\$ 125.00
11-092	10/14/2011	Timothy Thompson	23; Lakewood	0918-23-00-400-003	New Residence	\$ 175.00

Shelby County Building

Permit Trends

	<u>2011</u>	<u>2010</u>	<u>2009</u>
Total:	92	119	130
New Residence:	24	39	42
Accessory Building:	50	66	52
Residential Addition:	10	9	18
Commercial:	1	1	6
Hangar Addition:	1	0	0
Grain Bin:	5	4	12
Church:	1	0	0



Resolution Number: 2011 - 57

Applicants: Michael and Vicki May

Whereas, petition by Mr. and Mrs. May wishing to rezone their property, that is currently zoned Residential(R1) to General Business, to develop a retail antique/craft shop. The property is located at S15 T12N R3E LOTS 9-10 BLK 5 TOWN OF WESTERVELT 112' X 110' (Section 15 of Ridge Township). The entire area of said property will be rezoned.

Whereas, hearings with respect to this rezoning request concerning the said real estate have been held before the Shelby County Planning Commission and Zoning Board of Appeals;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the County Board of Shelby County assembled this 9th day of November, 2011, that the rezoning request for the said real estate be approved.

BE IT FURTHER RESOLVED that the Zoning Administrator be, and he is, hereby directed to issue Notice of District Change to the owner of the said real estate.

Duly adopted and approved this 9th day of Nov, 2011.

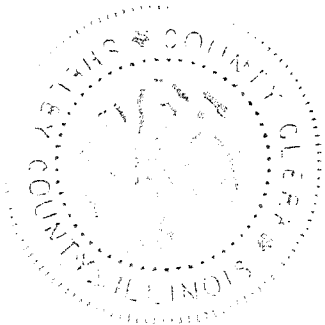


Bruce Cannon, Chairman
Shelby County Board

ATTEST:



Kathy Lantz, Shelby County Clerk



180' Self-Supporting Communications Tower

Parts			
1	11N	ROHN 20' Tapered Communications Tower Section	2,128.00 2,128.00
1	10N	ROHN 20' Tapered Communications Tower Section	1,798.00 1,798.00
1	9N	ROHN 20' Tapered Communications Tower Section	1,687.00 1,687.00
1	8N	ROHN 20' Tapered Communications Tower Section	1,479.00 1,479.00
1	7N	ROHN 20' Tapered Communications Tower Section	1,372.00 1,372.00
4	6NST	ROHN 20' Straight Communications Tower Section	1,502.00 6,008.00
1		Freight	650.00 650.00
Total			15,122.00
Foundation			
		Re-Bar	1,650.00
		Form Material	825.00
		Concrete	2,650.00
		Back Hoe	650.00
		Travel & Stay	2,100.00
		Labor	7,425.00
Total			15,300.00
Erection			
		Crane	2,650.00
		Travel & Stay	2,100.00
		Labor	10,550.00
Total			15,300.00
Site Grounding Work			
		Ground rods, exothermic connectors, round wire	700.00
		Labor	500.00
Total			1,200.00
180' Self-Supporting Communications Tower			\$46,922.00

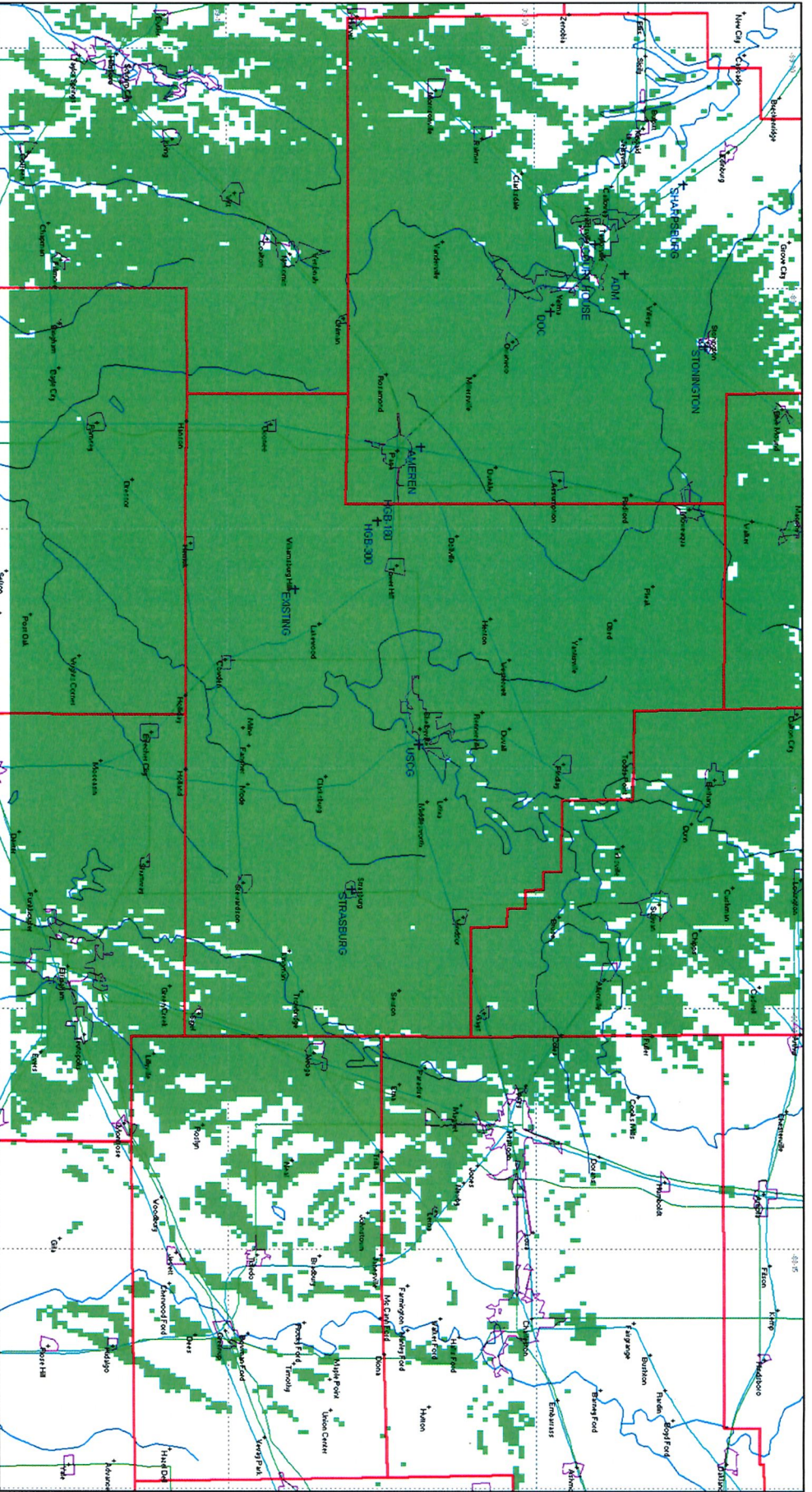
Communications Shelter

Parts			
1	99121198	ENVIRO-BUILDINGS 10' X 12' Communications Shelter	9,685.00 9,685.00
1		Freight	575.00 575.00
Total			10,260.00
Construction			
		Light Fixtures/Bulbs	125.00
		Outlets	25.00
		Switches	10.00
		Main Disconnect	75.00
		Conduit, Fittings, Etc.	215.00
		Shelter Concrete Anchor Bolts	50.00
		Labor (Un-Crate, Erect, Wire, Etc.)	2,000.00
Total			2,500.00
Communications Shelter			\$12,760.00

Project Total	\$59,682.00
----------------------	--------------------

Stew/Straus Receiver Site

Parts			
1	VHF 6dB Exposed Dipole Antenna	850.00	850.00
150	1/2" Foam Core Transmission Line	4.00	600.00
2	1/2" Transmission Line Connector	50.00	100.00
1	Install Materials, Hoist Grip, Tie Offs, Ground Kits	250.00	250.00
1	Receiver Chasis w/ Power Supply Shelf	1,657.00	1,657.00
1	Digital Receiver VHF	5,356.00	5,356.00
1	APCO P25 Option Upgrade	4,100.00	4,100.00
1	Multi-Site Receive Vote Option Upgrade	4,100.00	4,100.00
2	4.9GHz Link IP Radio	4,687.50	9,375.00
2	4.9GHz Microwave Antenna	1,125.00	2,250.00
2	Install Materials, Hoist Grip, Tie Offs, Ground Kits	250.00	500.00
Total			29,138.00
Lab/Config/Tune/Align			
	Un-Crate, Assemble	200.00	
	Load Options, Configure	500.00	
	Tune & Align Digital Front End and Receiver	500.00	
	Configure Link Radios w/ Payload	500.00	
Total			1,700.00
Site Prep/Install/Ground			
	Elevated Work - Install Microwave (2) VHF (1)	1,000.00	
	Ground Man	500.00	
	On-Site Tech for Turn-Up	200.00	
Total			1,700.00
Stew/Straus Receiver Site			\$32,538.00



PROPAGATION STUDY CONSIDERATIONS:

There are other factors, which cannot be taken into account by any software program, except in general terms, which will affect a radio's ability to work on the system. Some of them are: obstructions with high reflectivity to radio waves, sunspot activity, atmosphere inversions, foliage not accounted for in the LULC database and others. Therefore any computer simulation will always be less than perfect. What a computer simulation is however, is a guide to the expected general performance of a system.

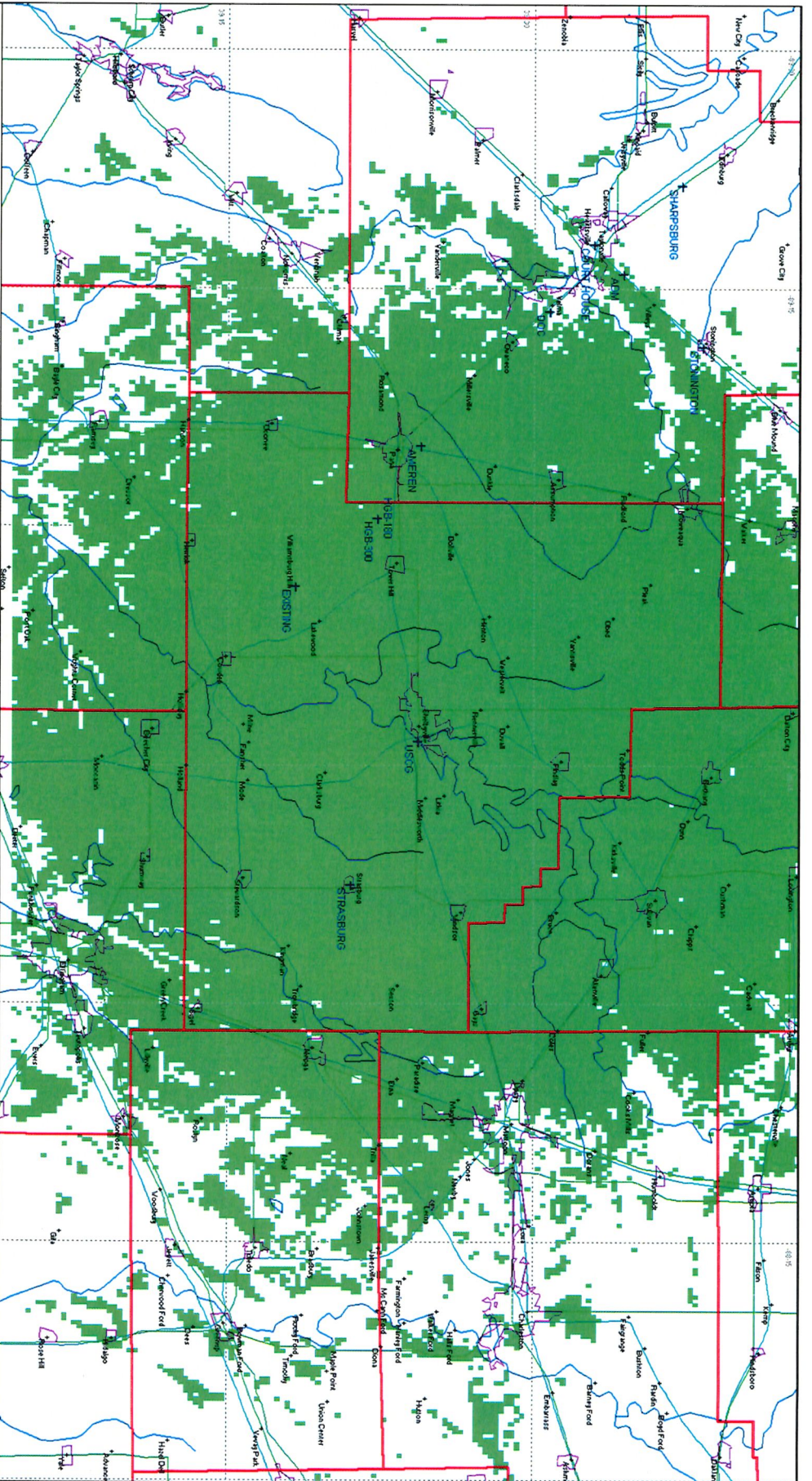
ASSUMPTIONS

- SITE** **LATITUDE** **LONGITUDE** **HAAT** **ANT HEIGHT**
- 6dB Gain
 - 100W Transmitter
 - 7/8 Foam Di-electric Transmission Line
 - >115dbm =



GLOBAL TECHNICAL SYSTEMS, Inc.

SYSTEM:	SHELBY COUNTY SHERIFF
DRAWING:	EXISTING - CLEAR TALK TOWER
DATE:	OCTOBER, 2011
PAGE:	1



PROPAGATION STUDY CONSIDERATIONS:

There are other factors, which cannot be taken into account by any software program, except in general terms, which will affect a radio's ability to work on the system. Some of them are: obstructions with high reflectivity to radio waves, sunspot activity, atmosphere inversions, foliage not accounted for in the ILLIC database and others. Therefore any computer simulation will always be less than perfect. What a computer simulation is however, is a guide to the expected general performance of a system.

ASSUMPTIONS

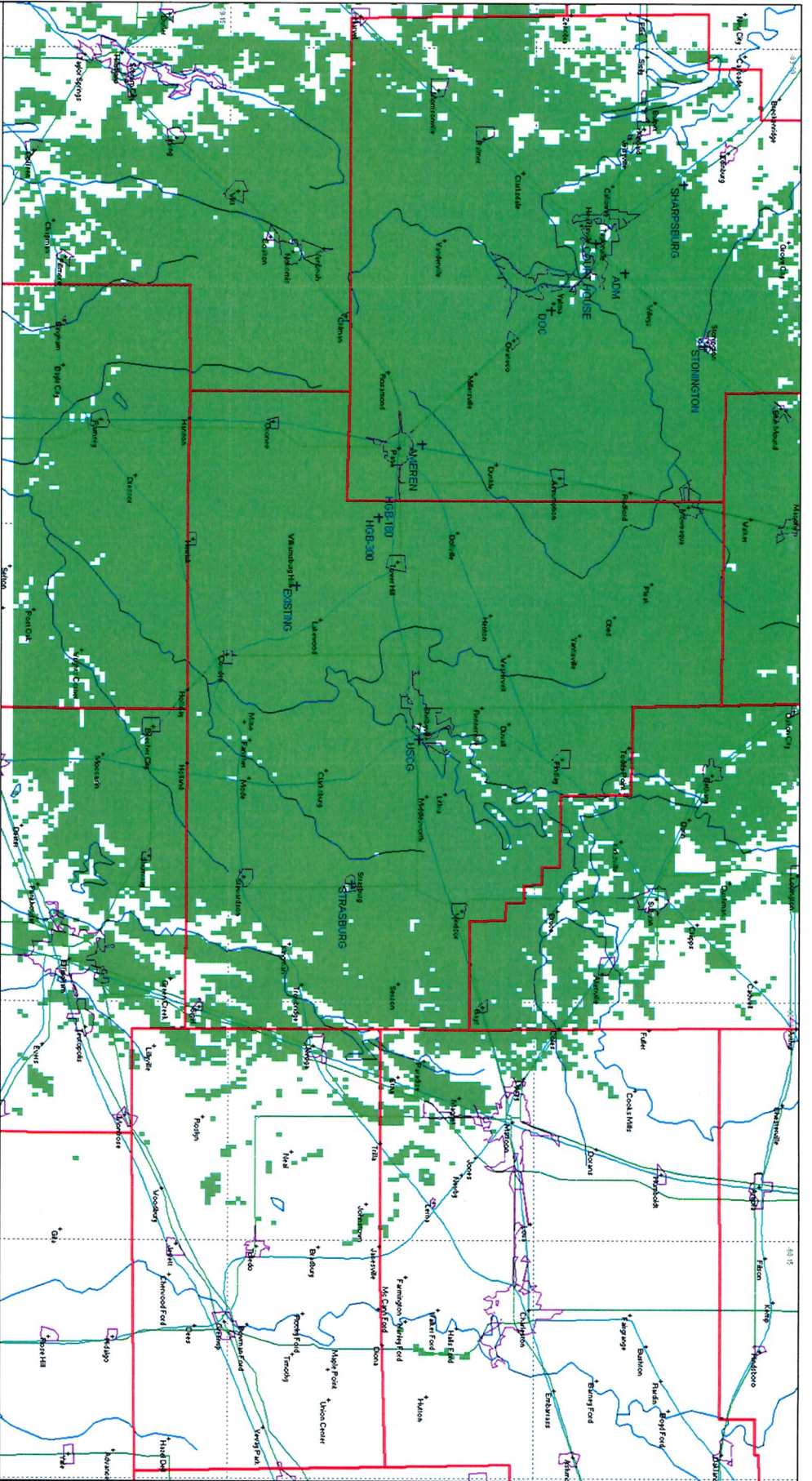
SITE **LATITUDE** **LONGITUDE** **HAAT** **ANT HEIGHT**

6dB Gain
100W Transmitter
7/8 Foam Dielectric Transmission Line

> 115dbm =



GLOBAL TECHNICAL SYSTEMS, Inc.
 SYSTEM: SHELBY COUNTY SHERIFF
 DRAWING: PROPOSED - USCG - TALK IN
 DATE: OCTOBER, 2011
 PAGE: 2



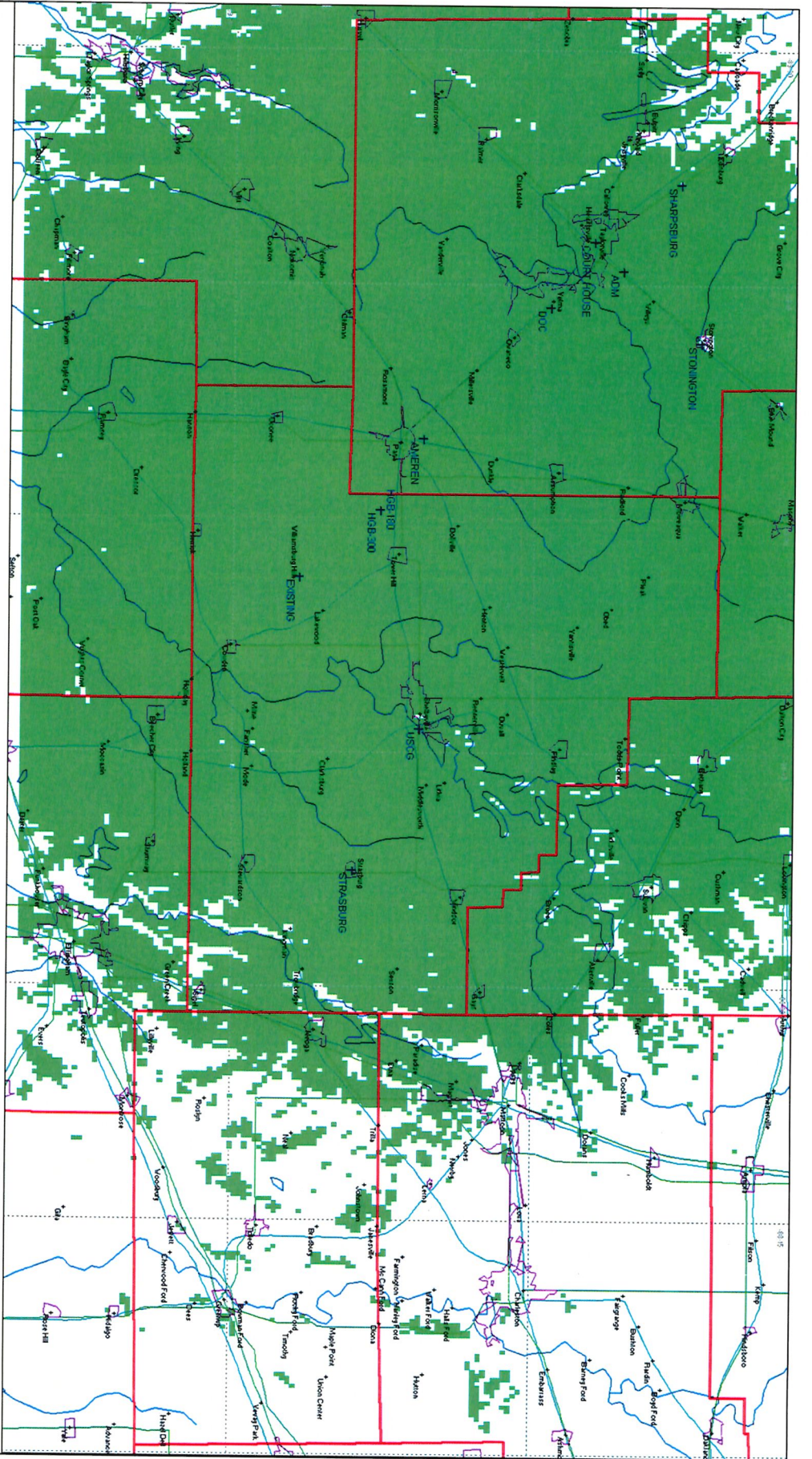
PROPAGATION STUDY CONSIDERATIONS:

There are other factors, which cannot be taken into account by any software program, except in general terms, which will affect a radio's ability to work on the system. Some of them are: obstructions with high reflectivity to radio waves, sunspot activity, atmosphere inversions, foliage not accounted for in the LUDC database and others. Therefore any computer simulation will always be less than perfect. What a computer simulation is however, is a guide to the expected general performance of a system.

ASSUMPTIONS

- SITE**
- LATITUDE**
- LONGITUDE**
- HAAT**
- ANT HEIGHT**
- 6dB Gain
- 100W Transmitter
- 7/8 Foam Dielectric Transmission Line
- >15dbm =

	GLOBAL TECHNICAL SYSTEMS, Inc.
SYSTEM: SHELBY COUNTY SHERIFF	
DRAWING: PROPOSED - HGB 180 - TALK IN	
DATE: OCTOBER, 2011	
PAGE: 3	



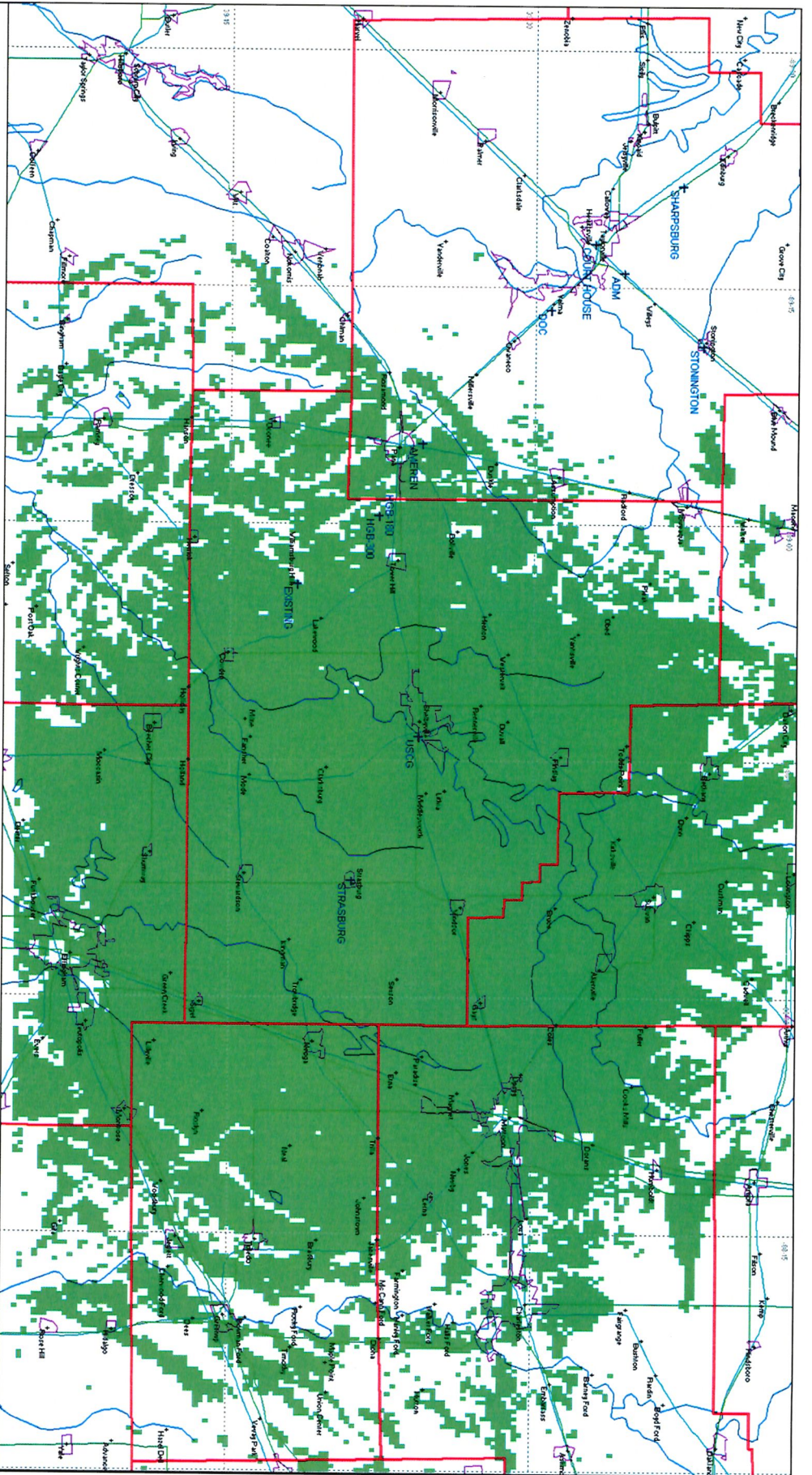
PROPAGATION STUDY CONSIDERATIONS:

There are other factors, which cannot be taken into account by any software program, except in general terms, which will affect a radio's ability to work on the system. Some of them are: obstructions with high reflectivity to radio waves, sunspot activity, atmosphere inversions, foliage not accounted for in the LULC database and others. Therefore any computer simulation will always be less than perfect. What a computer simulation is however, is a guide to the expected general performance of a system.

ASSUMPTIONS

- SITE**
- LATITUDE**
- LONGITUDE**
- HAAT**
- ANT HEIGHT**
- 6dB Gain
- 100W Transmitter
- 7/8 Foam Di-electric Transmission Line
- > 115dBm =

<p>GLOBAL TECHNICAL SYSTEMS, Inc.</p>
<p>SYSTEM: SHELBY COUNTY SHERIFF</p>
<p>DRAWING: PROPOSED - HGB 300 - TALK IN</p>
<p>DATE: OCTOBER, 2011</p>
<p>PAGE: 4</p>




PROPAGATION STUDY CONSIDERATIONS:

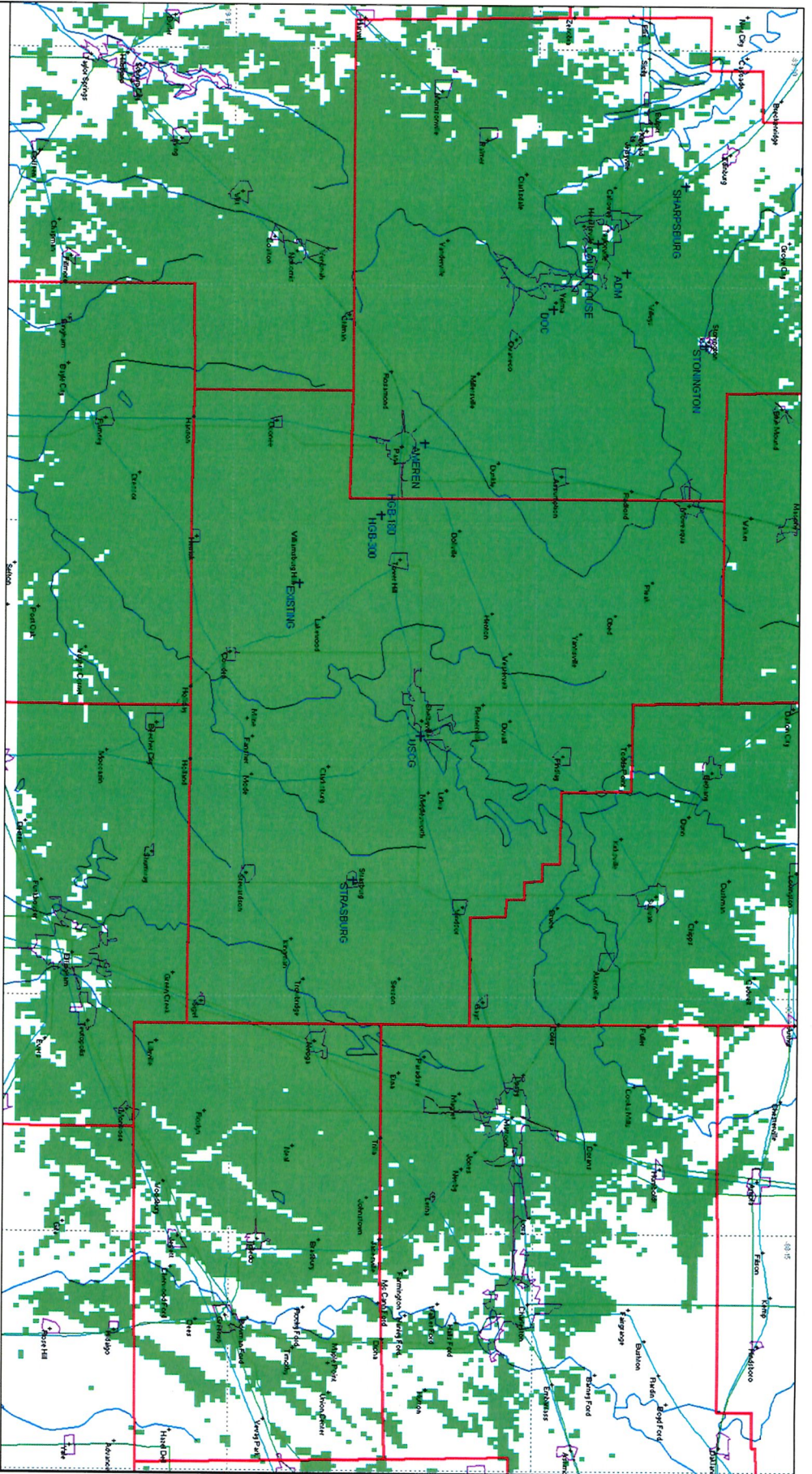
There are other factors, which cannot be taken into account by any software program, except in general terms, which will affect a radio's ability to work on the system. Some of them are: obstructions with high reflectivity to radio waves, sunspot activity, atmosphere inversions, foliage not accounted for in the IULC database and others. Therefore any computer simulation will always be less than perfect. What a computer simulation is however, is a guide to the expected general performance of a system.

ASSUMPTIONS

- SITE**
- LATITUDE**
- LONGITUDE**
- HAAT**
- ANT HEIGHT**
- 6dB Gain
- 100W Transmitter
- 7/8 Foam Di-electric Transmission Line
- >-115dbm =

	GLOBAL TECHNICAL SYSTEMS, inc.
SYSTEM: SHELBY COUNTY SHERIFF	
DRAWING: PROPOSED - STRASBURG - TALK IN	
DATE: OCTOBER, 2011	
PAGE: 5	4

444



PROPAGATION STUDY CONSIDERATIONS:

There are other factors, which cannot be taken into account by any software program, except in general terms, which will affect a radio's ability to work on the system. Some of them are: obstructions with high reflectivity to radio waves, sunspot activity, atmosphere inversions, foliage not accounted for in the IJLIC database and others. Therefore any computer simulation will always be less than perfect. What a computer simulation is however, is a guide to the expected general performance of a system.

ASSUMPTIONS

- SITE** 6dB Gain
- LATITUDE** 100W Transmitter
- LONGITUDE** 7/8 Foam Dielectric Transmission Line
- HAAT** >15dbm =
- ANT HEIGHT**

GLOBAL TECHNICAL SYSTEMS, Inc.	
SYSTEM: SHELBY COUNTY SHERIFF	
DRAWING: PROPOSED: HGB 180 AND STRASBURG	
DATE: OCTOBER, 2011	
PAGE:	4
6	



AIA[®] Document B132[™] – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the 28 day of September in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Shelby County
301 East Main Street
PO Box 230
Shelbyville, Illinois 62565
Contact Jim Warren

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

Melotte Morse Leonatti Parker, Ltd.
213 ½ South Sixth Street
Springfield, Illinois 62701
Contact: Richard R. Morse, AIA.

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

Shelbyville Court House
Restoration and Remodeling of the historic Shelbyville Court House in Shelbyville,
Illinois. Outline Scope of Work attached
MMLP Project #: 111084

The Construction Manager:
(Name, legal status, address and other information)

Morrissey Construction Company
705 Southmoor Place
Godfrey, Illinois 62035
Contact:

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Program has been developed by Architect and Construction Manager and the scope used as a base for this contract is Exhibit A

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

The court house is described in the Shelby County Court House Master Strategic Plan July 2011.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The budget has been described in the scope document Exhibit D.

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

TBD

- .2 Commencement of construction:

447

Spring/Summer 2012

.3 Substantial Completion date or milestone dates:

TBD

.4 Other:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

NA

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

The project must meet the requirements of the Illinois Historic Preservation Agency, the IEPA and USEPA, the Illinois Accessibility Code (to the extent feasible as an historic buikdubg) and state and county building codes.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

Mr. Jim Warner, - 217-774-2560.

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

TBD/Morrissey

§ 1.1.10 The Owner will retain the following consultants:

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

.1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

Morrissey Construction Company

.2 Cost Consultant (if in addition to the Construction Manager):

(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale.
User Notes: (879712308)

3

448



NA

.3 Land Surveyor:

NA

.4 Geotechnical Engineer:

TBD

.5 Civil Engineer:

TBD

.6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Richard R. Morse, AIA LEED-AP
c/o MMLP Ltd.
213 ½ South Sixth Street
Springfield, IL 62701

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Jeffrey Bane
Horner-Shifrin, Inc.
152 Willow Road
Rochester, IL 62563

.2 Mechanical Engineer:

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale.
User Notes: (879712308)

449

Kirk Mescher
CM Engineering700
Cherry Street
Columbia, MO 65201

.3 Electrical Engineer:

Kirk Mescher
CM Engineering
700 Cherry Street
Columbia, MO 65201

§ 1.1.12.2 Consultants retained under Additional Services:

TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale.
User Notes: (879712308)

5

450

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$ 500,000).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

Init.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale.
User Notes: (879712308)

10

454

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale.
User Notes: (879712308)

purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

Init.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	NP	Previously Provided
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	A	
§ 4.1.4 Existing facilities surveys	NP	Previously Provided
§ 4.1.5 Site evaluation and planning (B203™-2007)	NP	Previously Provided
§ 4.1.6 Building information modeling	A	4.2
§ 4.1.7 Civil engineering	NP	4.2
§ 4.1.8 Landscape design	NP	
§ 4.1.9 Architectural interior design (B252™-2007)	NP	4.2
§ 4.1.10 Value analysis (B204™-2007)	NP	
§ 4.1.11 Detailed cost estimating	NP	By Construction Manager
§ 4.1.12 On-site project representation (B207™-2008)	A	Shared with Construction Manager
§ 4.1.13 Conformed construction documents	NP	
§ 4.1.14 As-designed record drawings	A	
§ 4.1.15 As-constructed record drawings	CM	
§ 4.1.16 Post occupancy evaluation	NP	
§ 4.1.17 Facility support services (B210™-2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	A	
§ 4.1.20 Telecommunications/data design	NP	
§ 4.1.21 Security evaluation and planning (B206™-2007)	NP	
§ 4.1.22 Commissioning (B211™-2007)	NP	4.2
§ 4.1.23 Extensive environmentally responsible design	A	
§ 4.1.24 LEED® certification (B214™-2007)	NP	
§ 4.1.25 Historic preservation (B205™-2007)	A	4.2
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.3 **Measured drawings** shall be provided for those portions of the building when necessary for the specific scope of work of this contract. All measurements will be field verified by the Contractors.

4.1.6 **BIM**. The Architect designs and produces all its contract documents in the Building information modeling format using Revit software.

4.1.9 Interior Design: Interior architectural finishes will be addressed at they are affected by the work of the

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale. User Notes: (879712308)

project. Additional services of interior design including but not limited to, planning and programming are not included.

4.1.19. Coordination of Owner's consultants includes the Construction Manager, Civil Engineer as part of the scope of the project.

4.1.22. Commissioning. The commissioning of the building is not part of the scope of these services.

4.1.25. Historic Preservation. The building is on the National Register of Historic Places as a Supporting Structure in the Shelbyville Historic District and is subject to the requirements of the Illinois Historic Preservation Agency.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study

- and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 18 (eighteen visits to the site by the Architect over the duration of the Project during construction
- .3 2(two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 2 (two) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 18 (eighteen) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved.
 WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
 This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale.
 User Notes: (879712308)

14

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale.
User Notes: (879712308)

15

460

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as an Additional Service to the Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale. User Notes: (879712308)

16

461

and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American

Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration,

provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale.
User Notes: (879712308)

19

464

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

A Lump Sum Fee of One Hundred and Thirty-One Thousand Dollars (\$131,000). Invoices shall be submitted monthly for services performed during that period as a percentage of completion .

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rates of the Architect shall be used to determine any additional service fees. For hourly rates, see 11.7

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See above and 11.7

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %), or as otherwise stated below:

TBD

§ 11.5 Where compensation for Basic Services is based on a stipulated sum, the compensation for each phase of services shall be as follows:

Schematic Design Phase	10	percent (%)
Design Development Phase	15	percent (%)

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale.
User Notes: (879712308)

20

465

Construction Documents Phase	35	percent (%)
Bidding or Negotiation Phase	8	percent (%)
Construction Phase	32	percent (%)
Total Basic Compensation	one hundred	percent (100 %)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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

MMLP Ltd. hourly rates for 2011-2012 are below

Employee or Category	Rate (\$0.00)
Principal	\$150.00
Project Manager/Project ArchitectTech I	\$105.00
Tech II	\$95.00
Support	\$75.00
	\$45.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence beyond regularly scheduled trips in Basic Services ;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures as approved by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

Init.

466

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

TBD

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of five thousand dollars (\$ 5,000) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

10 % (ten percent)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

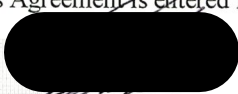
§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 NA
- .3 NA
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Shelby County Courthouse Revised Budget August 2011 Modification as an outline of the initial Project Scope

467


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


OWNER (Signature)

Bruce Cannon Chairman Shelby County
Illian

(Printed name and title)

Signed the 24th of October 2011


ARCHITECT (Signature)

Richard R. Morse, AIA and LEED-AP Principal in
Charge

(Printed name and title)

Signed the 27th of Sept 2011



Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 13:55:33 on 09/27/2011 under Order No.2950233529_1 which expires on 03/27/2012, and is not for resale.
User Notes: (879712308)

**Shelby County Courthouse Revised Budget
Shelbyville, IL
9/2/11**

Priority One: September 2011 Modification

DESCRIPTION	Probable Costs
I. Total Building Environmental Surveys	
Required Asbestos Complete Survey	\$ 10,000
Lead Based Paint Analysis	\$ 8,500
II. Demolish Dog House and restore (incl. asbestos abatement)	\$122,500
III. Install Geothermal well field and systems	\$252,000
IV. New heating and cooling system entire building (incl. Abatement and lead based paint mitigation)	\$238,000
V. Rebuild Double Glazed Operable Windows	\$366,550
VI. Install Code compliant stair railings main staircase	\$ 20,000
VII. Clean attic and insulate, secure from flying varmints	\$ 32,000
VIII. Interim Shingle Roof Repair (if necessary)	\$ 9,000
IX. Reinforce north exterior fire escape	\$ 6,000
X. Building foundation drainage (rising damp addressed)	\$ 60,000
XI. Building Interior Ground Floor Finishes Repaired	\$ 42,000
XII. Architectural Ornament, Pediments, Columns	\$ 52,500
XIII. Repair and reinforce the cupola stairs	\$ 6,000
XIV. Upgraded main access with canopy and electronic operator	\$ 20,000
 SUBTOTAL	 \$1,245,000
CONTINGENCY (20%)	\$ 249,000
PROFESSIONAL FEES (15%)	\$ 186,750
 TOTAL	 \$ 1,680,750

Probable Cost Range	\$1,600,000 TO \$1,750,000
----------------------------	-----------------------------------



AIA[®] Document C132[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 12th day of September in the year 2011
(In words, indicate day, month and year.)

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

Shelby County
301 East Main Street
Shelbyville, IL 62565-1625
Contact Jim Warren

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

Morrissey Construction Company
PO Box 189
Godfrey, IL 62035
Contact Michael C Morrissey

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

Shelby County Courthouse
Restoration and Remodeling of the historic Shelbyville Courthouse,
301 East Main Street
Shelbyville, IL 62565-1625
Outline scope of work, MMLP project #; 111084

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

Melotte, Morse, Leonatti, Parker, Ltd.
213 ½ South Sixth Street
Springfield, IL 62701-1502

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

FILED
SEP 27 2011

Kathryn A. Lentz
SHELBY COUNTY CLERK

Init. / AIA Document C132[™] – 2009 (formerly B801[™] CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:26:23 on 09/26/2011 under Order No.8867033700_1 which expires on 02/02/2012, and is not for resale.

User Notes:

(1244756546)

470

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project: (Identify documentation or state the manner in which the program will be developed.)

| Shelby Priorities, dated September 2, 2011

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

| Construction Management per Shelby County Courthouse Master Strategic Plan dated July 2011

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

| \$1,600,000 to \$1,750,000 as listed in Exhibit A, Shelby Priorities

§ 1.1.4 The Owner's anticipated design and construction schedule:
.1 Design phase milestone dates, if any:

| TBD

.2 Commencement of construction:

TBD

.3 Substantial Completion date or milestone dates:

TBD

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Multiple Prime Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

None

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Jim Warren County Building Committee Chairman
jaw129@hughes.net
217-774-2560/217-273-0578

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

N/A

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

TBD

.3 Civil Engineer:

TBS

.4 Other:

472

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

N/A

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Michael C. Morrissey PO Box 189
Godfrey, IL 62035
(618) 467-6417

(Paragraphs deleted)

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

Init.

AIA Document C132™ - 2009 (formerly B801™ CMA - 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:26:23 on 09/26/2011 under Order No.8867033700_1 which expires on 02/02/2012, and is not for resale.

User Notes:

(1244756546)

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$ 500,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager

shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

Init.

AIA Document C132™ – 2009 (formerly B801™ CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:26:23 on 09/26/2011 under Order No.8867033700_1 which expires on 02/02/2012, and is not for resale.

User Notes:

(1244756546)

6

475

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

Init.

AIA Document C132™ – 2009 (formerly B801™ CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:26:23 on 09/26/2011 under Order No.8867033700_1 which expires on 02/02/2012, and is not for resale.

User Notes:

(1244756546)

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding Submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of

Init.

AIA Document C132™ – 2009 (formerly B801™ CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:26:23 on 09/26/2011 under Order No.8867033700_1 which expires on 02/02/2012, and is not for resale.

User Notes:

(1244756546)

10

the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility <i>(Construction Manager, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Measured drawings	O	
§ 4.1.2 Architectural interior design (B252™-2007)	NP	
§ 4.1.3 Tenant-related services	NP	
§ 4.1.4 Commissioning (B211™-2007)	NP	
§ 4.1.5 LEED® certification (B214™-2007)	NP	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The

Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

Init.

AIA Document C132™ – 2009 (formerly B801™ CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:26:23 on 09/26/2011 under Order No.8867033700_1 which expires on 02/02/2012, and is not for resale.

User Notes:

(1244756546)

13

482

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages,

except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager’s duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager’s services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by

the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

486

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

| 25,000.00

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

| 7 % of total construction cost minus preconstruction fees paid

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

| In addition to the basic services fees, General Conditions for the Construction Phase will be provided and charged per exhibit B. Any other additional services will be provided at an hourly rate per exhibit C.

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Five percent (5 %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

| Any additional services will be charged as per exhibit C

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;

487

- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.
- .12 **General Conditions during the Construction Phase will be charged and billed monthly per attached Exhibit B.**

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Seven percent (7 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Ten Thousand Dollars (\$ \$10,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

18 % Eighteen

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT


§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

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

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
N/A
- .2 N/A
- .3 N/A
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Shelby Courthouse revised budget August 2011 modification as an outline of the initial project scope

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



OWNER (Signature)

10/24/11

Bruce Lerner
Chairman Shelby County Illinois

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Michael Monnessy Vice Pres

(Printed name and title)

Init.

AIA Document C132™ – 2009 (formerly B801™ CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:26:23 on 09/26/2011 under Order No.8867033700_1 which expires on 02/02/2012, and is not for resale.
User Notes:

20

(1244756546)

489

**Shelby County Courthouse Revised Budget
Shelbyville, IL**

Exhibit A

Priority One: August 2011 Modification

DESCRIPTION	Probable Costs
I. Total Building Environmental Surveys	
Required Asbestos Complete Survey	\$ 10,000
Lead Based Paint Analysis	\$ 8,500
II. Demolish Dog House and restore (incl. asbestos abatement)	\$122,500
III. Install Geothermal well field and systems	\$252,000
IV. New heating and cooling system entire building (incl. Abatement and lead based paint mitigation)	\$238,000
V. Rebuild Double Glazed Operable Windows	\$366,550
VI. Install Code compliant stair railings main staircase	\$ 20,000
VII. Clean attic and insulate, secure from flying varmints	\$ 32,000
VIII. Interim Shingle Roof Repair (if necessary)	\$ 9,000
IX. Reinforce north exterior fire escape	\$ 6,000
X. Building foundation drainage (rising damp addressed)	\$ 60,000
XI. Building Interior Ground Floor Finishes Repaired	\$ 42,000
XII. Architectural Ornament, Pediments, Columns	\$ 52,500
XIII. Repair and reinforce the cupola stairs	\$ 6,000
XIV. Upgraded main access with canopy and electronic operator	\$ 20,000
 SUBTOTAL	 \$1,245,000
CONTINGENCY (20%)	\$ 249,000
PROFESSIONAL FEES (15%)	\$ 186,750
TOTAL	\$ 1,680,750

Probable Cost Range	\$1,600,000 TO \$1,750,000
----------------------------	-----------------------------------

Exhibit B

Shelbyville Court House
Projected Monthly General Conditions

CSI	Item Description	Takeoff Qty	Unit	Job Cost Phase Code	Total Unit Price	Labor Daily Output	Labor Prod - Adjusted	Labor Hours	Labor Rate	Labor Total	Mat Total	Subs Total	Equip Total	Other Total	Estimate Job Size	Cost /	Grand Total
01000 - General Conditions																	
1040	Project Material	4.3	week	01300	1,120.00												4,849.60
1040	Superintendent	4.3	week	01305	2,960.00												12,668.00
1510	Chemical Toilet Rental	1.0	month	01525	190.00	0.20	40.0000	172.0	70.00	12,040.00			190.00	645.00			19,000.00
1590	Field Office	1.0	month	01520	500.00						75.00		500.00				500.00
1590	Field Office Supplies	1.0	month	01310	75.00								250.00				75.00
1590	Field Telecommunications & Internet Service	1.0	month	01517	250.00								645.00				250.00
1600	Field Truck fees	4.3	week	01547	150.00								645.00				645.00
01000 - General Conditions Total																	
								241.3	70.00	16,889.60	75.00		1,595.00	645.00			19,194.60
Grand Total																	
								241.3		16,889.60	75.00		1,595.00	645.00			19,194.60

491

Exhibit C
Shelby County Courthouse
Additional Services

Additional Services of the Construction Manager shall be charged at the following hourly rates:

<u>Classification</u>	<u>Hourly Rates</u>
Director of Operations	\$95.00
Director of Pre-Construction Services & Estimating	\$90.00
Senior Estimator	\$70.00
Project Manager	\$70.00
Project Engineer	\$45.00
Project Assistant	\$35.00
Clerical	\$35.00
Project Superintendent	\$70.00
Safety Director	\$60.00

County of Shelby

2011-2012 Property & Casualty Insurance Renewal

Proposal Options & Results

Proposal Option 1: No change in coverage or insurance carriers.

Proposal Option 2: Proposal option 1 plus accepting Chubb Property, Inland Marine, and Equipment Breakdown proposal.

Proposal Option 3: Proposal option 2 plus accepting Bituminous Worker's Compensation proposal.

Proposal Option 4: Moving all Liability, Property, Inland Marine and EBC coverages to HCC Insurance. Worker's Compensation to be placed with Illinois Public Risk Fund.

	Option 1	Option 2	Option 3	Option 4
Workers Compensation	\$80,320.00*	\$80,320.00*	\$81,430.00	\$80,320.00*
Multi-Class Liability	\$92,292.00	\$92,292.00	\$92,292.00	\$139,923.00
- Errors or Omissions	Included	Included	Included	Included
- Civil Rights	Included	Included	Included	Included
- Law Enforcement	Included	Included	Included	Included
- Fiduciary or Trustee	Included	Included	Included	Included
Employment Practices	Included	Included	Included	Included
Employee Benefits	Included	Included	Included	Included
Commercial Automobile	Included	Included	Included	Included
Property - IM - EBC	\$49,924.00	\$16,067.00	\$16,067.00	Included
TRIAD - Garage Coverage	\$1,063.00	\$1,063.00	\$1,063.00	\$1,063.00
Totals:	\$223,599.00	\$189,742.00	\$190,852.00	\$221,306.00

* Illinois Public Risk Fund premium does NOT include an additional \$6,500 Safety Grant that has been offered to the County of Shelby for 2011-2012.

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

SHELBY COUNTY, ILLINOIS

IN THE MATTER OF THE COMBINED)
DRAINAGE DISTRICT NO. 2, TOWN)
OF TOWER HILL, COUNTY OF SHELBY) No. 68-13
AND STATE OF ILLINOIS)


ORDER OF APPOINTMENT

This cause coming on to be heard for the annual appointment of commissioner, and it appearing that Nancy Handegan was heretofore appointed for the term ending the first Tuesday of September, 2011; and it further appearing that Nancy Handegan, being a landowner in said District and a resident of the State of Illinois, is qualified to act as such commissioner and is willing to accept such appointment and has heretofore tendered her oath and bond in the penal sum of \$500;

NOW, THEREFORE, IT IS ORDERED that NANCY HANDEGAN is hereby appointed to serve as commissioner for said District for the term ending the first Tuesday of September, 2014, or until her successor has been appointed or otherwise qualified to act.

IT IS FURTHER ORDERED that the oath and bond heretofore tendered by Nancy Handegan is hereby approved.

PASSED this 9th day of November 2011.



Chairman of the County Board,
Shelby County, Illinois.

ATTEST: 

Shelby County Clerk

OFFICIAL BOND

We Nancy Handegan as principal, and Mary Jane Kimmel and Curt Corzine as sureties, all of the County of Shelby and State of Illinois, are held and firmly bound unto the People of the State of Illinois, in the penal sum of FIVE HUNDRED and 00/100 DOLLARS (\$500.00), for the payment of which well and truly to be made, we bind ourselves, and each of us, our heirs, executors and administrators, and each of them, jointly, severally and firmly by these presents on September 1, 2009.

FILED
NOV 24 2009

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas, the said Nancy Handegan has been duly appointed Drainage Commissioner in and for the Combined Drainage District No. 2, Town of Tower Hill in the County of Shelby aforesaid.

Susan Adams
Clerk of the Circuit Court, Fourth Judicial Circuit
Shelby County, Ill.

NOW, THEREFORE, If the said Nancy Handegan shall justly and fairly account for and pay over all moneys that may come into her hands, by virtue of her said office, and shall well and truly perform all and every act and duty enjoined upon her by the laws of this State, to the best of her skill and ability, then this obligation to be void, otherwise to remain in full force and virtue.

Signed, Sealed and Delivered in the Presence of
[Redacted Signature]
E.C. Eberspacher, Attorney for District

[Redacted Signature]
Nancy Handegan, Principal
[Redacted Signature]
Mary Jane Kimmel, Surety
[Redacted Signature]
Curt Corzine, Surety

STATE OF ILLINOIS,)) ss
Shelby County,)

I, E.C. Eberspacher, a Notary Public hereby certify that

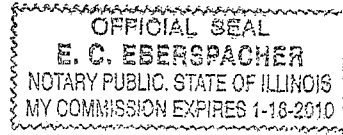
Nancy Handegan, Mary Jane Kimmel and Curt Corzine who are each personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me

this day in person, and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes as therein set forth.

Dated November 24, 2009



Notary Public



COPY

FILED
JAN 12 2010

Susan Artman
Clark of the Circuit Court, Fourth Judicial Circuit
Shelby County, IL

OATH

STATE OF ILLINOIS)) ss
Shelby County))

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Drainage Commissioner of Combined Drainage District No. 2 in and for the Town of Tower Hill in said County, according to the best of my ability.

[Redacted Signature]

Nancy Handegan

Signed and sworn to before me

OFFICIAL SEAL December 4, 2009, 2009
BARBARA A PRICE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/14/11
[Redacted Signature]
Notary Public

Approved by me 1-12, 2010

[Redacted Signature]

Judge of the Circuit Court

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

SHELBY COUNTY, ILLINOIS

IN THE MATTER OF THE UNION)
DRAINAGE DISTRICT NO. 1, FLAT)
BRANCH & ASSUMPTION TOWNSHIPS,) No. 6715
SHELBY and CHRISTIAN COUNTIES)
ILLINOIS)


ORDER OF APPOINTMENT

This cause coming on to be heard for the annual appointment of commissioner, and it appearing that CHARLES KUHLE was heretofore appointed for the term ending the first Tuesday of September, 2011; and it further appearing that CHARLES KUHLE, being a landowner in said District and a resident of the State of Illinois, is qualified to act as such commissioner and is willing to accept such appointment and has heretofore tendered his oath and bond in the penal sum of \$500;


NOW, THEREFORE, IT IS ORDERED that CHARLES KUHLE is hereby appointed to serve as commissioner for said District for the term ending the first Tuesday of September, 2014, or until his successor has been appointed or otherwise qualified to act.

IT IS FURTHER ORDERED that the oath and bond heretofore tendered by CHARLES KUHLE is hereby approved.

PASSED this 9th day of November, 2011.


Chairman of the County Board,
Shelby County, Illinois.

ATTEST


Shelby County Clerk

COPY

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

SHELBY COUNTY, ILLINOIS

IN THE MATTER OF THE UNION)
DRAINAGE DISTRICT NO. 1, FLAT)
BRANCH & ASSUMPTION TOWNSHIPS,)
SHELBY and CHRISTIAN COUNTIES,)
ILLINOIS)

No. 6715

FILED
NOV 10 2010

OATH

STATE OF ILLINOIS)
) ss
COUNTY OF SHELBY)

Susan Utterme
Clerk of the Circuit Court, Fourth Judicial Circuit
Shelby County, IL

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Drainage Commissioner of UNION DRAINAGE DISTRICT NO.1 OF THE TOWNSHIPS OF FLAT BRANCH & ASSUMPTION, SHELBY AND CHRISTIAN COUNTIES, ILLINOIS, according to the best of my ability.

[Signature]

Charles Kuhle

Signed and sworn to before me this

2nd day of October, 2010.

[Signature]

Notary Public



Approved by me November 10, 2010.

[Signature]

Judge of the Circuit Court

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

SHELBY COUNTY, ILLINOIS

IN THE MATTER OF THE UNION)
DRAINAGE DISTRICT NO. 1, FLAT)
BRANCH & ASSUMPTION TOWNSHIPS,)
SHELBY and CHRISTIAN COUNTIES,)
ILLINOIS)

No. 6715

copy

FILED
NOV 10 2010

OFFICIAL BOND
Susan Verthine
Clerk of the Circuit Court, Fourth Judicial Circuit
Shelby County, Ill.

We Charles Kuhle as principal, and James Branyan and Curt Corzine as sureties, all of the County of Christian and State of Illinois, are held and firmly bound unto the People of the State of Illinois, in the penal sum of FIVE HUNDRED and 00/100 DOLLARS (\$500.00), for the payment of which well and truly to be made, we bind ourselves, and each of us, our heirs, executors and administrators, and each of them, jointly, severally and firmly by these presents on September 1, 2009.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas, the said Charles Kuhle has been duly appointed Drainage Commissioner in and for the Union Drainage District No. 1, Flat Branch & Assumption Townships, Shelby and Christian Counties, Illinois.

NOW, THEREFORE, If the said Charles Kuhle shall justly and fairly account for and pay over all moneys that may come into his hands, by virtue of his said office, and shall well and truly perform all and every act and duty enjoined upon him by the laws of this State, to the best of his skill and ability, then this obligation to be void, otherwise to remain in full force and effect.

Signed, Sealed and Delivered in the Presence of

[Redacted Signature]

E.C. Eberspacher, Attorney for District

[Redacted Signature]

Charles Kuhle, Principal

[Redacted Signature]

James Branyan, Surety

[Redacted Signature]

Curt Corzine, Surety

STATE OF ILLINOIS,)
) ss
Shelby County,)

I, E.C. Eberspacher, a Notary Public hereby certify that James Branyan, Charles Kuhle and Curt Corzine who are each personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes as therein set forth.

Dated this 2nd day of October, 2010.

[Redacted Signature]
Notary Public



Shelby County Zoning Committee Minutes

11/4/11

8:15 a.m.

Shelby County Zoning Office

Call to order

Roll call

Non-business Discussion (Zoning Administrator)

- a. Fee waiver for public safety communication tower.
-Committee passed issue to full board.
- b. Wind Ordinance Revision
-Members given draft of revisions for review.
- c. Prairie National Bank
-Information only on next Planning Commission/Board of Appeals meeting.

Comments/Questions/Suggestions

Adjournment

FILED
NOV 21 2011

Kathy A. Lantz
SHELBY COUNTY CLERK

10/13/11

Public Buildings

Attendance

Fred Doerner

Ken Bass

Jim Warren

Discussed The \$131,000⁰⁰ figure. It is a total of the abatement costs in the body of the agreement

The major discussion was around Morris & mmlp (architect/eng) of Reporting, bidding scheduling, etc

FILED
OCT 13 2011

Kathy A. Lentz
SHELBY COUNTY CLERK

10-26-2011

Animal Control

Robert Jordan

Joe Sims

Kay Kearney

Brad

Dr Spesard

Discussion on following -

New Truck -

Weapons - stored at Sheriff Dept. / probably should be ^{sold}

Need to talk to Part Time / Replacement people

- Need at least 2

Reviewed and signed the bills

FILED
OCT 26 2011

Kathy A. Lantz
SHELBY COUNTY CLERK

Fees and Salaries

11-8-2011

Roger Pauley
Barb Bennett
Kay Kearney

Reviewed and signed claims from departments

Discussion of AFSME Contract

FILED
NOV 08 2011

Kathy A. Lantz
SHELBY COUNTY CLERK

11/8/11

met with committee and discuss
Morse proposal - agree

FILED
NOV 08 2011

Kathy A. Lantz
SHELBY COUNTY CLERK

506

Insurance meeting - 11-8-11 *Kathy A. Lantz*
SHELBY COUNTY CLERK

Attending: Barb Bennett, Kay Kearney, Dave Cruitt, Richard Hayden.

CF&H Insurance with Jeff Weber & Scott Burnemiera.

CF&H gave a proposal for Il. Co Risk Management Trust.

Only 7 co. They have a 95% retention in program. There would be no gaps in coverage. Everything under one Company & full time loss control.

The bottom line #'s were 126017 - Tort
78020 - W/Comp
\$204037

Jeff said 30 million set aside just for claims. Said they would attend meeting & answer questions.

Shelbyville insurance presented next proposal. Came in with numbers from Chubb instead of Cincinnati Insurance for Property.

Said we need to keep different towers of insurance so we wouldn't be eaten up by one major claim.

Will be at mtg & answer questions

Insurance Mtg 11-3-11

Only Barb Bennett & Dave Pruitt showed
Kay Kearney & Richard Hagler absent.

Chris Smith & Rachel Wallace ~~also~~ came
from Shellyville Inc.

Since only 2 members just gave out
paper work & rescheduled mtg for
Nov 8 at 4:00.

Insurance mtg Oct 19, 2011
Dave Cruitt, Richard Hayde, Rach Bennett, Kay Kearney
CF4H Insurance - Scott Lumsden, Linda
Hucker

Q.P.M.G. - 47 countries - only public entities
ICRMT.

Have to deal with Windsor office

(Committee decided to let CF4H get some
numbers).

ROAD & BRIDGE COMMITTEE

Meeting Minutes

November 4, 2011

- **Roll Call** Roger Pauley, Rob Behl, Dave Cruitt, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
 - The Shelby County Highway Dept. hosted the semi-annual conference for Highway Commissioners and guests (see attached agenda)

- **Adjournment:** Next meeting scheduled for November 7, 2011

FILED
NOV 08 2011

Rachy A. Lantz
SHELBY COUNTY CLERK

SHELBY COUNTY

HIGHWAY COMMISSIONER FALL CONFERENCE

FRIDAY, NOVEMBER 4th, 2011

You are cordially invited to attend the Annual Fall Conference for Shelby County Highway Commissioners and Guests hosted by the Shelby County Highway Department.

This conference is intended to provide information that will aid in the performance of your duties and to facilitate coordination of future activities between all interested parties.

The tentative agenda for this year's conference is as follows:

AGENDA

- Registration and Introductions (Coffee and Donuts Provided) 9:00 AM**
- County Engineer Sign Upgrade Program, Legislative update and Items of interest and open discussion/suggestions**
- Organizing Emergency Response Barbara Stiehl, Illinois Public Works Mutual Aid Network**
- BREAK More Coffee and Donuts**
- Dive Team's Responsibilities ... Shelby County Dive Team**
- Backhoe Rodeo Don Castens, LUBY Equipment Services – Case Construction Equipment**
- Lunch Sponsored by Shelby County Highway Dept.**

The conference is scheduled to begin at 9am on Friday, November 4th, 2011, at the Shelby County Highway Office and should conclude at about 1:00 pm.

Please call ahead of time so that a head count for lunch can be estimated.

Hope to see you there!

Sincerely,

Alan Spesard
County Engineer

FILED
NOV 08 2011

Amity

ROAD & BRIDGE COMMITTEE

Agenda November 7, 2011

FILED
NOV 08 2011
Kerry D. Lantz
SHELBY COUNTY CLERK

- **Roll Call:** Roger Pauley, Rob Behl, Dave Cruitt, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
 - **Approval of Meeting Minutes** Minutes were approved
 - **Review Claims** Monthly payroll and claims from the County Bridge, County Highway, FASM, Co. MFT, Local Bridge, Township Construction, Township MFT accounts were reviewed and signed by committee members
 - **New Business:**
 - Petition from Dry Point Highway Commissioner to replace culvert at 50-50 cost share
 - Committee recommended approval of petition
 - Petition form Rural Highway Commissioner to replace bridge 087-3078
 - Committee tabled petition until they could visit bridge
 - Petition from Prairie Highway Commissioner to replace bridge 087-3336
 - Committee tabled petition until they could visit bridge
 - Approved \$40,000 for sealcoat work has not yet been authorized by States Attorney – work is complete
 - Motor Fuel Tax meeting with Highway Commissioners is ongoing – rock and culvert letting scheduled for January 6th; Oil letting in March
 - Neoga Road Right of Way acquisitions are ongoing
 - Shelbyville School transportation director may want help installing road signs on school property:
 - Committee agreed to help with signs if requested
 - Meeting scheduled with Bob Dunn on November 10th concerning Mode road deterioration
 - Received Subpoena for stop sign maintenance information at accident site on Tower Hill – Herrick County Highway
 - Need to Select Sign Maintenance method by January 2012 unless compliance dates change
 - Committee tabled this issue until December
 - Projects next year may require additional summer help or Lakeland College Co-op Program – Neoga Road, Big Spring Bridge, Todds Point Rrxing approach, City of Shelbyville road project at International Paper
 - Committee agreed that Alan should look into getting additional summer/part time help and to get reimbursed for Construction Oversight expenses on City of Shelbyville projects
 - Waterline permit requests for Big Spring Township
 - Committee wants to revise procedure for approving permits due to problems with Lincoln Prairie complying with provisions of permit – Tabled for December meeting
 - Herrick Closed Bridge requested to be accelerated by Ken Bahr – road has rock on it
 - Committee expects Township to attend December 12th meeting. Alan to get copy of old County Board meeting minutes
 - IDOT letter states no County Engineer raises next year due to poor economy
 - Highway Commissioner Conference was held on Friday
 - Cold Spring Township bridge is open for traffic and waiting IDOT final inspection
- Old Business:**
- Cold Spring Highway Commissioner requests recently closed bridge to be replaced; Herrick Highway Commissioner has worked on road at closed bridge and wants bridge replaced . – Cold Spring commissioner asked for low water crossing
-
- **Adjournment:** Next meetings scheduled for December 9th and 12th

FILED
 NOV 10 2011
Kathy A. Lentz
 SHELBY COUNTY CLERK

**SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION
 TREASURER'S REPORT
 November 7, 2011**

Beginning Balance October 3, 2011 \$ 122,889.35
Deposits

Bank Interest	\$	97.31	
Heartland Payment Systems--Credit Card Fuel Sales	\$	1,748.92	
Fuel Sales--Checks & Cash	\$	1,600.15	
Transfer From Busey Bank	\$	994.82	
Rent--A J Miss \$85, Scott Jefson \$340, Robert Howie Jr. \$340			
Barry Brunken \$170, Donald Beyers \$170, Jeff Green \$85			
John Livesay \$170, Ryan Creamer \$260.38, Donald Gherardini \$255	\$	1,875.38	\$ 6,316.58
			<u>129,205.93</u>

Bills Received and Paid

Heartland Payment Systems--Fees	\$	88.45	
Big Ds Septic Service--Maintenance Contract	\$	280.00	
J H Moore, Inc.--Repair Electrical for Beacon & Rwy Lights	\$	490.00	
Shelby Electric Cooperative--September 2011	\$	656.31	
Steve Wempen--Reimbursement for New Wind Sock	\$	42.15	
Shelbyville Ace Hardware--Misc. Supplies	\$	43.76	
Illinois Department of Revenue--Sales Tax Payment	\$	125.00	
Steve Wempen--Bookkeeping October, 2011	\$	200.00	
Express Services Inc.--FBO 10-02-2011	\$	840.82	
Express Services Inc.--FBO 10-09-2011	\$	580.00	
Steve Wempen--5 New Checkered Flags	\$	116.08	
Consolidated Communication--October 2011	\$	121.45	
P & P Electrical--Install Electric Service to New Card Machine	\$	4,034.73	
Duckett's Carpet Care--Clean Office Carpet	\$	175.00	
Express Services--FBO 10-16-2011	\$	891.54	
U S Postal Service--100 Stamps	\$	44.00	
Weber Welding--Hangar Door Repair	\$	404.65	
Ameren CIPS--Gas	\$	60.49	
Precise Construction--Final Payment on T_Hangar Project	\$	85,899.25	
Shelby Electric Cooperative--October 2011	\$	696.70	
Steve Wempen--New HHP 6940 Printer	\$	59.48	
B & M Aviation--Payment for Sign and Furniture	\$	1,800.00	
Express Services--FBO 10-23-2011	\$	580.00	
City Area Water-Sewer Department	\$	75.94	
			<u>\$ 98,305.80</u>
			<u>\$ 30,900.13</u>

Shelby County State Bank
BuseyBank
Farm Agency Account
Certificates of Deposit
Current Loan #10017087 at Shelby County State Bank
Current Loan #10017146 at Shelby County State Bank

Prepared by Steve Wempen--Sec/Treas

Total

\$	30,900.13
\$	123.45
\$	52,837.39
\$	88,149.46
\$	60,000.00
\$	23,000.00
\$	<u>89,010.43</u>

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NOS.	DEBITS	CREDITS	BALANCE
	3-Oct-11	Balance Shelby County State Bank				\$ 122,889.35
	30-Sep-11	Bank Interest				\$ 122,942.14
	3-Oct-11	Heartland Payment Systems--Deposit			\$ 52.79	\$ 123,009.08
	3-Oct-11	Heartland Payment Systems--Fees+ Monthly Fees		\$ 56.17		\$ 122,952.91
	4-Oct-11	Heartland Payment Systems--Deposit			\$ 240.23	\$ 123,193.14
	4-Oct-11	Heartland Payment Systems--Fees		\$ 4.64		\$ 123,188.50
4286	4-Oct-11	Big D's Septic Service--Maintenance Contract	022-7441.12-023	\$ 280.00		\$ 122,908.50
4287	4-Oct-11	J. H. Moore, Inc.--Repair Electrical for Beacon & Rwy Lts	022-7442.12-023	\$ 490.00		\$ 122,418.50
4288	4-Oct-11	Shelby Electric Cooperative--September 2011	022-7810.12-023	\$ 656.31		\$ 121,762.19
4289	4-Oct-11	Steve Wempen--New Wind Sock	022-7444.12-023	\$ 42.15		\$ 121,720.04
4290	4-Oct-11	P & P Electrical--Install Service for Card Machine	022-7441.12-023	\$ 4,034.73		\$ 117,685.31
4291	4-Oct-11	Duckett's Carpet Care--Cleaned Office Carpet	022-7444.12-023	\$ 175.00		\$ 117,510.31
4292	4-Oct-11	Steve Wempen--5 New Checkered Flags	022-7443.12-023	\$ 116.08		\$ 117,394.23
4293	5-Oct-11	U S Postal Service--100 Stamps	022-7000.12-023	\$ 44.00		\$ 117,350.23
4294	5-Oct-11	Weber Welding--Hangar Door Repair	022-7444.12-023	\$ 404.65		\$ 116,945.58
4295	5-Oct-11	Shelbyville Ace Hardware--Misc. Supplies	022-7000.12-023	\$ 43.76		\$ 116,901.82
	7-Oct-11	Heartland Payment Systems--Deposit			\$ 185.09	\$ 117,086.91
	7-Oct-11	Heartland Payment Systems--Fees		\$ 3.05		\$ 117,083.86
	11-Oct-11	Heartland Payment Systems--Deposit			\$ 80.85	\$ 117,164.71
	11-Oct-11	Heartland Payment Systems--Fees		\$ 1.51		\$ 117,163.20
4296	12-Oct-11	Express Services, Inc.--FBO 10-02-2011	022-5210.12-023	\$ 840.82		\$ 116,322.38
	12-Oct-11	Heartland Payment Systems--Fees		\$ 0.12		\$ 116,322.26
	13-Oct-11	Heartland Payment Systems--Deposit			\$ 23.88	\$ 116,346.14
	13-Oct-11	Heartland Payment Systems--Fees		\$ 0.66		\$ 116,345.48
4297	13-Oct-11	Ameren CIPS--Gas	022-7810.12-023	\$ 60.49		\$ 116,284.99
	17-Oct-11	Heartland Payment Systems--Fees		\$ 0.06		\$ 116,284.93
	17-Oct-11	Illinois Department of Revenue--Sales Tax Payment		\$ 125.00		\$ 116,159.93
4298	18-Oct-11	Express Services, Inc.--FBO 10-09-2011	022-5210.12-023	\$ 580.00		\$ 115,579.93
4299	18-Oct-11	Consolidated Communications--September 2011	022-7810.12-023	\$ 121.45		\$ 115,458.48
	18-Oct-11	Heartland Payment Systems--Deposit			\$ 171.59	\$ 115,630.07
	18-Oct-11	Heartland Payment Systems--Fees		\$ 3.56		\$ 115,626.51
	19-Oct-11	Heartland Payment Systems--Deposit			\$ 25.95	\$ 115,652.46
	19-Oct-11	Heartland Payment Systems--Fees		\$ 0.80		\$ 115,651.66
	24-Oct-11	Heartland Payment Systems--Deposit			\$ 234.33	\$ 115,885.99
	24-Oct-11	Heartland Payment Systems--Fees		\$ 5.82		\$ 115,880.17

4300	25-Oct-11	Heartland Payment Systems--Fees			\$	0.06		\$	115,880.11		
	26-Oct-11	Heartland Payment Systems--Deposit					\$	184.92	\$	116,065.03	
	26-Oct-11	Heartland Payment Systems--Fees				4.12			\$	116,060.91	
	26-Oct-11	Express Services, Inc.--FBO 10-16-2011				891.54			\$	115,169.37	
4301	26-Oct-11	Precise Construction--Final Payment on T-Hangar Project				85,899.25			\$	29,270.12	
	31-Oct-11	Heartland Payment Systems--Deposit						\$	244.71	\$	29,514.83
	31-Oct-11	Heartland Payment Systems--Fees				2.04			\$	29,512.79	
	31-Oct-11	Heartland Payment Systems--Deposit						\$	290.43	\$	29,803.22
	31-Oct-11	Heartland Payment Systems--Fees				5.84			\$	29,797.38	
	31-Oct-11	Bank Interest						\$	44.52	\$	29,841.90
4302	1-Nov-11	Express Services, Inc.--FBO 10-23-2011				580.00			\$	29,261.90	
4303	6-Nov-11	B & M Aviation--Payment for Sign & Furniture				1,800.00			\$	27,461.90	
4304	6-Nov-11	Steve Wempen--Bookkeeping October 2011				200.00			\$	27,261.90	
4305	6-Nov-11	City Area Water-Sewer Department				75.94			\$	27,185.96	
4306	6-Nov-11	Shelby Electric Cooperative--October 2011				696.70			\$	26,489.26	
	7-Nov-11	Rent--Donald Beyers \$170, Scott Jetson \$340									
		Barry Brunken \$170, John Livesay \$170									
		Donald Gherardini \$255, Ryan Creamer \$260.38									
		Jeff Green \$85, Robert Howie \$340, A J Wiss \$85									
	7-Nov-11	Fuel Sales						\$	1,875.38	\$	28,364.64
	7-Nov-11	Transfer From Busey Bank						\$	1,600.15	\$	29,964.79
4307	7-Nov-11	Steve Wempen--New HP 6940 Printer for Office						\$	994.82	\$	30,959.61
	7-Nov-11	Board Meeting--November 7, 2011			022-7000.12-023			\$	59.48	\$	30,900.13

**Shelby County Airport and Landing Field Commission
Fuel Purchases and Sales**

DATE	QUANTITY	CUSTOMER INVOICE	PRICE	CREDIT CD	CHARGE	CASH
1-Oct-11	25.54	Sam Durbin 10265	\$ 5.39		\$ 137.66	
1-Oct-11	18.97	Sam Durbin 10266	\$ 5.39		\$ 102.25	
1-Oct-11	9.7	Cash Customer 10267	\$ 5.39			\$ 52.28
2-Oct-11	44.57	Louis L. Schafer 10268	\$ 5.39	\$ 240.23		
3-Oct-11	5.75	Barry Brunken 10269	\$ 5.39		\$ 30.99	
3-Oct-11	34.12	Donald Beyers 10270	\$ 5.39			\$ 183.91
5-Oct-11	34.34	Brian Henze 10271	\$ 5.39	\$ 185.09		
5-Oct-11	55.25	John Livesay 10273	\$ 5.39			\$ 297.80
6-Oct-11	6.00	Cash Customer 10274	\$ 5.39			\$ 32.34
6-Oct-11	10.00	Steve Wempen 10275	\$ 5.39	\$ 53.90		
6-Oct-11	5.00	Steve Wempen 10276	\$ 5.39	\$ 26.95		
9-Oct-11	13.31	Steve Wempen 10277	\$ 5.39			\$ 71.74
9-Oct-11	14.33	Barry Brunken 10278	\$ 5.39			\$ 77.24
9-Oct-11	19.76	Barry Brunken 10279	\$ 5.39			\$ 106.51
11-Oct-11	4.43	David Huber 10280	\$ 5.39	\$ 23.88		
11-Oct-11	5.67	Cash Customer 10281	\$ 5.39			\$ 30.56
14-Oct-11	15.00	Bob Howie 10283	\$ 5.19			\$ 77.85
16-Oct-11	31.53	Credit Card Customer 10284	\$ 5.19	\$ 163.64		
		Plus 1-Qt Oil	\$ 7.95	\$ 7.95		
17-Oct-11	5.00	Credit Card Customer 10285	\$ 5.19	\$ 25.95		
21-Oct-11	45.15	Credit Card Customer 10286	\$ 5.19	\$ 234.33		
22-Oct-11	11.73	Donald Gherardini 10287	\$ 5.19			\$ 60.88
24-Oct-11	35.63	Credit Card Customer 10288	\$ 5.19	\$ 184.92		
27-Oct-11	47.15	Credit Card Customer 10289	\$ 5.19	\$ 244.71		
29-Oct-11	9.00	Brian Henze 10290	\$ 5.19	\$ 46.71		
29-Oct-11	46.96	Credit Card Customer 10291	\$ 5.19	\$ 243.72		
30-Oct-11	2.02	Cash Customer 10292	\$ 5.19			\$ 10.48
30-Oct-11	53.50	Credit Card Customer 10293	\$ 5.19	\$ 277.67		
TOTAL GL	609.41	TOTAL		\$ 1,959.65	\$ 270.90	\$ 1,001.59
				TOTAL FUEL SALES		\$ 3,232.14

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
BUDGET ACCOUNT SUMMARY **November 7, 2011**

CHECK NO.	DATE	5210.01	5220.12	6120.12	6822.12	7000.12	7441.12	7442.12	7443.12	7444.12	7810.12	8010.12	9900.12
4286													
4287													
4288													
4289													
4290													
4291													
4292													
4293													
4294													
4295													
4296													
4297													
4298													
4299													
4300													
4301													
4302													
4303													
4304													
4305													
4306													
4307													
Meeting													
	7-Nov-11	\$2,892.36	\$200.00	\$0.00	\$0.00	\$59.48	\$147.24	\$4,314.73	\$490.00	\$116.08	\$88,321.05	\$1,610.89	\$0.00
	YTD	\$6,959.21	\$600.00	\$8,630.00	\$0.00	\$616.51	\$4,614.82	\$490.00	\$642.09	\$136,728.00	\$2,598.89	\$8,721.21	\$0.00
													\$34.73

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

October 3, 2011

Committee Chairman Tad Mayhall calls the meeting to order.

Minutes of previous meeting were read.

Tad made a motion to approve the minutes as read and it was seconded.

Treasurer's Report:

Beginning Balance	\$	124,784.02
Total Deposits	\$	19,975.55
Total Bills Received and Paid	\$	21,870.22
Shelby County State Bank	\$	122,889.35
Busey Bank	\$	123.45
Farm Agency Account	\$	54,343.83
Certificates of Deposits	\$	88,107.01
Current Loans at Shelby County State Bank	\$	83,000.00
Total	\$	185,970.87

Motion to approved Treasurer's Report as read was made and seconded.

Bills Presented

Shelby Electric Cooperative--September 2011	\$	656.31
Duckett's Carpet Care	\$	175.00
P & P Electrical Service--To Install Electrical Service to Pump	\$	4,034.73
Steve Wempen--Reimbursement for 5 New Checkered Flags	\$	116.08
Steve Wempen--Reimbursement for New Wind Sock	\$	42.15
Shelbyville Ace Hardware--Misc. Supplies	\$	43.76
J. H. Moore, Inc.--Electrical Repair for Rwy Lights & Beacon	\$	490.00
Steve Wempen--New HP 6940 Printer--For Office	\$	59.48
B & M Aviation--Settled Amount for Sign and Furniture	\$	1,800.00
Reber Welding--For Hangar Door Repair	\$	404.65

A motion to pay said bills was made and seconded. It was approved by all saying aye.

Jim Schwerman is present and gives a brief summary of this years crops. The average net income from the farm using 2008, 2009 and 2010's figures is \$26,000. We should have a good year for 2011 also. There is also some discussion with Jim on the issue of farm equipment on the grass runways and that all vehicles and farm machinery equipment have checkered flags when inside the fence. It was also decided that the farmers use the gates to enter the airport instead of the main entrance and that they closed them at night when they leave.

Managers Report

Jim Putney reports the we haven't received a bill for the repair of the septic tank but did get some options for a service contract. A service contract for \$280 was selected and is to be included with the bills presented. Jim also presented some information from Rick Reed and his agplane business and that he wants to rent the half hangar at the east end of the B hangars, for some of his equipment for when they're spraying. Jim also mentions some concerns about the distance between the crops and the runways and at the north end

Jim also mentions some concerns about the distance between the crops and the runways and at the north end of the taxiway and that he will look into it.

When we ran out of fuel, we were short about 60 gallons.

Jim also gave a brief rundown on the new t-hangars and what a few of the current renters plans were for their hangars.

Also Weber still had some more repairs to do on the old t-hangar doors.

End of Managers Report

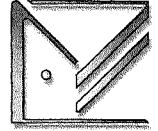
Tad mentions speaking to Express Services and that there is no time limit with our agreement with them even though it was initially set up for ninety days. Also the TIPS meeting is set for the 20th at 1:30.

A motion to adjourn was made and seconded.



MMLP Ltd.

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street, Springfield, Illinois 62701-1502
Phone: (217) 789-9515; Email: architect@mmlpltd.com



31 October 2011

8:45- 10:30AM

MEETING NOTES

Shelby County Court House Remodeling, Shelbyville, Illinois
MMLP Job No. 111084

Those Attending:

Jim Warren, Chairman, Shelby County Board Building Committee

Sherriff Michael Miller

Kathy Lantz, Shelby County Clerk (after the meeting was adjourned)

Richard Morse, MMLP Ltd

Additional Distribution: Bruce Cannon, Kirk Mescher, Jeff Bane, Mike Morrissey, Tom Deters

Purpose of the meeting was to review preliminary project schedule, immediate site analysis scheduling, contract details and additional information and requirements.

I: Site Analysis Schedule: November 10 and 11

Thursday: Survey of building for lead based paint and asbestos containing materials begins. MMLP and ADG, Morrissey.

Friday: Structural Engineer, Mechanical Engineer, MMLP, and Morrissey. The Foundation will be inspected. Roof and architectural ornament assessed. Sheriff and Jim will make sure building is open.

II. Project schedule below is the projected outline of Architect's Design and Construction Document Phases through Bidding and Contract Award.

– Last week of November: Design Review with ACM and Lead Based Paint information

Design Development Review: Before or just after Christmas

Committee Review for Approval for Bidding before February Board Meeting.

Bidding and Negotiations February for Building Committee and County Board presentation at March Board Meeting.

Contract Awarded and Construction begins in late March or April.

III. Discussed (in no particular order):

a. The project budget attached to the contract was discussed. It includes a range of costs for the items listed and includes the probable construction cost AND the professional fees associated with the development of those priorities (A/E and Construction Management). It includes a 20% contingency to address unknown and additional costs that may occur be added during design.

b. Dick also discussed the use of bid alternates to give the County options in adjusting the final Construction Cost to meet the budget. An example is the architectural ornament line item which is dependent for funding on the grant submitted to Landmarks Illinois.

Richard Morse, AIA, Richard D. Morse, AIA, David Lantz, AIA, Tom Deters, AIA


- c. Jim noted that the Building Committee had reprioritized the project budget in the contract. Tom Deters has a copy of that.
- d. Kathy Lantz noted that the elections room had to be secure for primary and general elections for parts of '12.
- e. Probation will need space for drug testing that has been mandated. Sheriff, Dick and Jim review needs and looked at spaces. It appears that a door needs to be reopened and walls removed and rebuilt appropriately. This can be done once survey work and results are known. There is a schedule mandate to be addressed as well.
- f. Board meetings occur on the second Wednesday of each month. Finance Committee meets the Tuesday before each Board meeting.
- g. Asbestos and Lead Paint Survey work: Dick explained the need to complete that work so that its impact on design, construction and budgets would be available by the end of November. Also, the boiler cannot be sampled and analyzed until it is turned off for the season, so that portion of demolition design and bidding will have to be adjusted or deferred until late spring 2012.
- h. Removing equipment and stored items from rooms either permanently or temporarily will be coordinated with the architectural and mechanical work required.
- i. A single test bore for the Geothermal field should be done this fall and will aid in design of bore field. MMLP will proceed to get proposal for approval. Jim asked if it would be cost effective to do the entire field this fall. MMLP will respond.
- j. 2009 contract documents were provided to Dick for reference.
- k. Additional information on building was reviewed with Kathy Lantz.
- l. Main Entrance redesign was briefly discussed. Jim noted that a grant had been secured to purchase the automatic door opener.

IV. After the meeting Dick spent time investigating and checking items for the site inspection the 10th and 11th.

These meeting notes shall stand as submitted.

Additions or corrections should be forwarded in writing within a week of date of meeting.

Respectfully Submitted:



Richard R. Morse, AIA, LEED-AP
Melotte Morse Leonatti Parker, Ltd.

Sheriff Miller
Don Stroud
Kay Kearney


Michael A. Miller
SHERIFF OF SHELBY COUNTY
151 N. MORGAN STREET
PHONE 217-774-3941 FAX 217-774-2851
SHELBYVILLE, ILLINOIS 62565

Abs - Barb Bennett

LAW ENFORCEMENT COMMITTEE MEETING
12/1/11

1. Deputy Roster - Hire new Deputy (from Merit Commission list)
 2. Cops Grant - May need to ask for extension if tower not ready
 3. Radio Tower Progress - Foundation = 4ft concrete and then will need "to set" 28 days
\$90,000 Project
 4. Court Security Baliff
Assigned Rick Hoadly
to replace Gary Crowder.
(working w Gary this month)
- Also,
\$52,000 donation of
weapons/equipment to
Sheriff/County
Old weapons will be sold
and money put into DARE
Program

Michael A. Miller


Shelby County Sheriff

Detention Center -

Seal coating showers
this week

Population - Averaging 20

FILED
DEC 01 2011

Kathy A. Lantz
SHELBY COUNTY CLERK

524A

Shelby County Treasurer
 Monthly Report of Investments
 1-Nov-11
 Bank Balance: \$14,632,473.56

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$	638,405.28	MMD		
\$	2,231,005.68	MMD	General Fund	\$ 2,000.00
\$	-			
\$	-		County Payroll Clearing	\$ 41,157.84
\$	-			
\$	-		Section 105 Claims	\$ 2,000.00
\$	-			
\$	262,687.78	PB	County Health Fund	\$ -
\$	125,211.36	CD		
\$	17,936.81	MMD	County Health-TB	\$ -
\$	37,594.83	MMD		
\$	51,813.57	MMD	Animal Control Fund	\$ -
\$	23,403.25	MMD		
\$	124,972.61	PB	Ambulance Fund	\$ -
\$	152,121.11	MMD		
\$	1,217,256.07	MMD	Mental Health Fund	\$ -
\$	-			
\$	1,797,553.68	PB	IMRF Fund	\$ -
\$	-			
\$	376,933.92	PB	Social Security Fund	\$ -
\$	54,584.36	CD & MMD		
\$	32,661.63	PB	Indemnity Fund	\$ -
\$	-			
\$	640.31	PB	Court Security Fund	\$ -
\$	-			
\$	321,613.03	MMD	County Bridge Fund	\$ -
\$	-			
\$	123,367.18	PB	County Highway Fund	\$ -
\$	-			
\$	113,827.08	MMD	FASM Fund	\$ -
\$	-			
\$	423,205.70	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	9,087.51	PB	Tourism Fund	\$ -
\$	97,153.93	CD & MMD		
\$	246,933.76	PB	Probation Fund	\$ -
\$	55,223.25	CD & MMD		
\$	37,432.78	PB	Assist Court Fund	\$ -
\$	-			
\$	5,671.48	PB	Law Library Fund	\$ -
\$	-			
\$	88,213.80	PB	Automation Fund	\$ -
\$	-			
\$	103,969.39	PB	Recording Fund	\$ -
\$	-			
\$	14,457.74	PB	Drug Traffic Fund	\$ -
\$	-	CD		
\$	122,889.40	MMD	Airport Fund	\$ 1,113.27
\$	242,016.27	CD & MMD		
\$	572,360.90	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 28,636.55
\$	-			
\$	142,504.08	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 19,557.60
\$	-			
\$	-		Township Construction Fund	\$ 369.13

\$	292,480.71	MMD		
\$	419,948.91	MMD	Township Motor Fuel Tax	\$
\$	-			
\$	1,147.91	PB	Estate Tax Fund	\$
\$	-			
\$	275,840.89	PB	Minor Unknown Heirs Fund	\$
\$	-			
\$	6,422.90	PB	Probation Drug Testing	\$
\$	-			
\$	178.82	MMD	Carriage Park Fund	\$
\$	42,186.84	MMD		
\$	190,917.05	PB	Drainage Fund	\$ 3,730.37
\$	-			
\$	43,330.04	PB	Document Storage Fund	\$
\$	81,911.38	MMD		
\$	69,927.71	PB	Misc County Health Fund	\$
\$	26,857.46	MMD		
\$	45,366.72	PB	Litigation Fund	\$
\$	208,225.24	CD		
\$	191,832.61	PB	Revolving Loan Fund	\$
\$	-			
\$	12,487.71	PB	Victim Impact Panel Fund	\$
\$	-			
\$	769.90	PB	States Attorney Forf Fund	\$
\$	-			
\$	624.28	MMD	Findlay Road Project Fund	\$
\$	-			
\$	7,190.04	PB	Rescue Squad Fund	\$
\$	-			
\$	867.02	MMD	Garden Acres Road Fund	\$
\$	-			
\$	15,748.98	PB	DUI Equipment Fund	\$
\$	-			
\$	125,565.63	PB	GIS Fund	\$
\$	1,000,000.00	CD		
\$	128,448.34	PB	Capital Improvement Fund	\$ 576,088.96
\$	-			
\$	-		Pet Population	\$ 11,652.67
\$	-			
\$	-	MMD	EMA Special Fund	\$ 7,330.28
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
\$	-			\$ 13,751,808.93

County Collector Accounts

Shelby County State Bank-Checking	\$ 200.00
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 205.33
First National Bank of Assumption	\$ 149.83
Community Banks of Shelby County-Cowden	\$ 184.68
Shelby County State Bank-Strasburg	\$ 168.57
First Federal Savings & Loan-Shelbyville	\$ 300.73
Busey Bank-Real Estate Tax Trust Account	\$ 2,928.60
Shelby County State Bank-Shelbyville-Money Market	\$ 249,247.81
Busey Bank-Money Market	\$ 548,977.11
Ayars State Bank-Moweaqua	\$ 279.01
Shelby County State Bank-Findlay	\$ 226.24
First National Bank of Pana	\$ 232.52
Peoples Bank of Pana	\$ 186.67
Prairie National	\$ 227.32
Shelby County State Bank-Windsor Branch	\$ 260.05
Dewitt Federal Savings & Loan-Moweaqua	\$ 182.01
Sigel Community Bank	\$ 294.92
Shelby County State Bank-Moweaqua	\$ 229.73
Illinois Epay	\$ 75,983.50

\$ 880,664.63

CERTIFICATE OF DEPOSITS
November 1, 2011

General Fund(001) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>638,405.28</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>37,594.83</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>23,403.25</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>152,121.11</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>9,584.36</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>97,153.93</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>223.25</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>117,016.27</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>292,480.71</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>81,911.38</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 1/29/2012	
.65% Interest	\$ <u>125,211.36</u>

CERTIFICATE OF DEPOSITS
November 1, 2011

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 2/10/2012 .65% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 4/17/2012 .65% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 2/16/2012 .50% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .10% Interest	\$ <u>208,225.24</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 17931 Matures 4/15/2012 .80% Interest	\$ <u>1,000,000.00</u>
Airport(022)	\$ <u>-</u>
TOTAL	\$ <u>3,008,330.97</u>