

Lake Land College

District No. 517



Board of Trustees

Agenda and Board Book
March 14, 2022
Regular Meeting No. 663

Table of Contents

	Page
Agenda for March 14, 2022, Regular Meeting	3
Minutes for February 14, 2022, Regular Meeting	6
Supplemental Information for March 14, 2022, Regular Meeting	21

**Lake Land College
Board of Trustees
District No. 517**

Engaging minds, changing lives, through the power of learning.



Regular Meeting No. 663
Monday, March 14, 2022, 6:00 p.m.
Board and Administration Center, Room 011, Mattoon

Agenda

I. Routine.

A. Call to Order.

B. Roll Call.

C. Consent Items.

(Any one member may remove an item from the consent item list simply by requesting the Chair to do so. Items removed will be discussed and voted immediately following passage of the consent item.)

1. Approval of Minutes of February 14, 2021, Regular Meeting.
2. Approval of Minutes of February 14, 2021 Closed Session.
3. Approval of Agenda of March 14, 2022, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses.

For summary and details of bills refer to:

<https://www.lakelandcollege.edu/board-of-trustees/>

II. Hearing of Citizens, Faculty and Staff.

III. Committee Reports.

A. ICCTA/Legislative	Ms. Denise Walk Mr. Gary Cadwell
B. Resource & Development	Mr. Gary Cadwell
C. Finance	Mr. Dave Storm
D. Buildings & Site	Mr. Kevin Curtis
E. Foundation	Mr. Tom Wright
F. Student Report	Ms. Katherine Greuel
G. President's Report	Dr. Josh Bullock

IV. Business Items.

A. Non-Action Items.

	Board Book Page Number(s)
1. Faculty Focus on Advancing Student Success – STEM Recruitment.	
2. Update from Campus Police Department.	
3. Calendar of Events.	21-22

B. Action Items.

	Board Book Page Number(s)
1. Approval of Tuition and Fees Rates for Summer 2022, Fall 2022 and Spring 2023.	23-24
2. Approval of FY 2023-2027 Strategic Plan Matrix.	25-26
3. Approval of Revisions to Board Policy Board Policy 07.01.01 – <i>Admission of International Students</i> .	27-29
4. Approval of Recipient for the Outstanding Full-Time Faculty Award.	30
5. Acceptance of January 2022 Financial Statements.	31-36
6. Acceptance of Gift-in-kind Donation from the Lake Land College Foundation.	37-38
7. Declaration of Surplus Items from the Agriculture Department.	39
8. Approval of Faculty Tenure Recommendations.	

Lake Land College Board of Trustees

Agenda – March 14, 2022

Page 3

- | | |
|---|-------|
| 9. Approval of Reemployment of Tenured and Non-Tenured Faculty Members. | 40-45 |
| 10. Approval of Appointment or Reappointment of Division Chairs. | 46 |
| 11. Approval of Bid for Forklifts for Use at the Hill Correctional Center. | 47-48 |
| 12. Approval of Bid for Forklifts for Use at the Sheridan Correctional Center. | 49-50 |
| 13. Approval of Professional Services Agreement with Capital Development Board and The Upchurch Group, Inc. for the Replacement of Parking Lot A. | 51-84 |
| 14. Approval of Farm Cash Rent Agreement. | 85-89 |
| 15. Approval of Property, Casualty and Liability Insurance. | |
| 16. Approval of Human Resources Report. | 90-92 |

V. Other Business. (Non-action)**VI. Adjournment.**

**Lake Land College
Board of Trustees
District No. 517**



Regular Board Meeting No. 662
Board and Administration Center, Room 011
Mattoon, IL
February 14, 2022

Minutes

Call to Order.

Chair Sullivan called the February 14, 2022, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 011 of the Board & Administration Center, Mattoon, IL.

In the absence of Trustee Wright, Secretary, Chair Sullivan appointed Trustee Storm to serve as Secretary Pro Tem.

Roll Call.

Trustees Physically Present: Mr. Gary Cadwell, Vice-Chair; Mr. Kevin Curtis; Ms. Doris Reynolds; Mr. Dave Storm; Mr. Mike Sullivan, Chair; Ms. Denise Walk; and Student Trustee Katie Greuel.

Trustees Absent: Trustee Wright, Secretary.

Others Participating via Telephonic or Electronic Means: None.

Others Present: Dr. Jonathan Bullock, President; Mr. Jon Althaus, Vice President for Academic Services; Ms. Jean Anne Grunloh, Chief of Staff; Ms. Seirra Laughunn, Executive Assistant to the President's Office; Mr. Greg Nuxoll, Vice President for Business Services; and members of the staff.

Approval of Consent Items.

Trustee Cadwell moved and Trustee Curtis seconded to approve the following consent items:

1. Approval of Minutes of January 10, 2022, Regular Meeting.
2. Approval of Agenda of February 14, 2022, Board of Trustees Meeting.

3. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Education Fund	\$	118,719.05
Building Fund	\$	174,401.21
Site & Construction Fund	\$	31,114.44
Bond & Interest Fund	\$	-
Auxiliary Services Fund	\$	63,883.11
Restricted Purposes Fund	\$	692,076.49
Working Cash Fund	\$	-
Audit Fund	\$	-
Liability Insurance Fund	\$	23,984.29
Student Accts Receivables	\$	20,333.84
Total	\$	1,124,512.43

For a summary of trustee travel reimbursement and details of bills refer to:
<https://www.lakelandcollege.edu/board-of-trustees/>

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Wright.

Motion carried.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Committee Reports.

ICCTA/Legislative.

Chair Sullivan said he has asked Dr. Bullock to give a legislative update as part of his President's Report later in the meeting agenda.

Resource & Development.

Trustee Cadwell, Committee Chair, said the Committee had not met since the last regular Board meeting and he had no report at this time.

Lake Land College Board of Trustees
Minutes – February 14, 2022
Page 3 of 15

Finance.

Trustee Storm, Committee Chair, said the Committee had not met since the last regular Board meeting and he had no report at this time.

Buildings & Site.

Trustee Curtis, Committee Chair, said the Committee met recently and the Committee's review will be discussed later in the meeting per the agenda.

Foundation.

Dr. Bullock highlighted the following information and said this was provided by Ms. Christina Donsbach, Executive Director for College Advancement:

- Thanks to a great partnership between Financial Aid, Student Life and the Foundation, our current scholarship cycle resulted in 916 completed applications. In comparing to last year, we had 707 completed applications. This is a 30% increase!
- Today, February 14th was the Foundation's 2nd annual Love a Laker Giving Day where we encouraged alumni, community members, employees and students to make a gift of any size. Supporters were welcomed to make a gift in person, online, sending a text, or by writing a check. This year's Giving Day incorporated students to participate.

Student Report.

Student Trustee Katie Greuel reported that due to snow days the blood drive was rescheduled for April. She said the Student Government Association (SGA) is currently taking applications through March 17 for the Student Trustee and SGA elections taking place March 24 & 25, 2022. Ms. Greuel said that SGA is looking into ways for students to submit student suggestions electronically. She also said that Ms. Lynch had presented to the SGA the results from the strategic planning surveys.

President's Report.

- Lake Land received a payment of \$1.08 million in January from the Illinois Department of Corrections (IDOC) and \$67,485 from the Illinois Department of Juvenile Justice (IDJJ) toward the FY2022 outstanding balance. A total of \$1.02 million remains outstanding for IDOC and \$83,448 for IDJJ.
- In January, the College received payments from the State of Illinois for FY 2022 credit hour reimbursement of \$947,152 and equalization payments of \$505,251. A balance of \$2.5 million remains outstanding for credit hour reimbursement and \$2.5 million for equalization.
- The College received CTE payments from the State of Illinois in January totaling \$298,453, leaving an outstanding balance of \$274,604.

Lake Land College Board of Trustees
Minutes – February 14, 2022
Page 4 of 15

- The College leadership is closely monitoring numerous legislative bills relevant to higher education. The College leadership has also been actively advocating at the federal and state level for policies to increase assistance to students in high-demand, short-term training programs.

Business Items.

Non-action Items.

Faculty Focus on Advancing Student Success – Development of the Crime Scene Tech Certificate.

Mr. Dave Chambers, Criminal Justice Instructor/Criminal Justice Programs Coordinator, highlighted the Crime Scene Tech Certificate program that will launch with the fall 2022 semester.

Monthly Data Point Discussion – Summary of Feedback from Strategic Planning Focus Group Discussion.

Dr. Lynn Breer, Director of Institutional Research and Reporting, highlighted the results of the feedback from the Strategic Planning Focus Group sessions, which was provided by 533 participants in 48 different sessions. Participants included students, faculty, staff, board members and community stakeholders.

Spring 2022 Tenth Day Enrollment Report.

Ms. Valerie Lynch, Vice President for Student Services, presented the Spring 2022 Tenth Day Enrollment Report.

Proposed Revisions to Board Policy 07.01.01 - Admission of International Students.

Ms. Lynch, on behalf of the Academic Standards Committee, requested the Board approve proposed revisions to Board Policy 07.01.01 - *Admission of International Students*. She provided trustees with details of the proposed revisions, which will correct the title for the U.S. Citizenship and Immigration Services and correct the title for the College's position of Coordinator of International Studies Program.

Corrected Policy 08.04 - College Closings Due to Severe Weather, Mechanical Failure, or Power Failure.

President Bullock notified the Board that a correction has been made to Board Policy 08.04 - *College Closings Due to Severe Weather, Mechanical Failure, or Power Failure*. The correction was for a position title clarification in item #9 of the policy for cancellation determinations of IDOT classes.

Calendar of Events.

Trustees reviewed a calendar of upcoming events. Dr. Bullock highlighted the May 13, 2022, commencement ceremony which is scheduled to take place in person.

Action Items.

Approval of Planned Retirement Requests.

Trustees heard a recommendation from Mr. Greg Nuxoll, Vice President for Business Services, detailing the names and job positions of ten employees requesting acceptance into the College's planned retirement program. This includes six faculty members, two supervisory staff, and two support staff. These employees have been advised via oral and written communication that the Planned Retirement Program is not a four-year employment contract and their request must adhere to current Board Policy 05.22.

- Approved participation in the College's planned retirement program for the following ten employees:

Faculty (by seniority)	Effective Date
Bryan Burrell	September 1, 2026
Martha Mioux	August 31, 2026
Kevin Miller	August 14, 2026
Marcy Satterwhite	August 30, 2026
Lori Walk	May 31, 2026
Anthony Reinhart	August 31, 2026

Supervisory (by seniority)	Effective Date
David Earp	September 23, 2026
Arthur Turner	March 1, 2026

Support (by seniority)	Effective Date
John Hampton	April 30, 2026
Randall Strohl	August 11, 2023

Trustee Curtis moved and Trustee Reynolds seconded to approve as presented participation in the College's planned retirement program for ten employees including Bryan Burrell, Martha Mioux, Kevin Miller, Marcy Satterwhite, Lori Walk, Anthony Reinhart, David Earp, Arthur Turner, John Hampton and Randall Strohl.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

Lake Land College Board of Trustees
 Minutes – February 14, 2022
 Page 6 of 15

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Wright.

Motion carried.

Approval of Bid for the Printing and Mail Preparation of the Spring and Summer 2022 College Magazine (Roll Call Vote Required).

Trustees heard a recommendation from Ms. Lynch for the Board to award the bid from FCL Graphics of Harwood Heights, Illinois, with a total bid for Alternate #2 of \$54,081, for the printing and mailing preparation of the magazine for the 2022 spring and summer Lake Land College Magazine. Trustees were provided with the bid tabulation sheet. This shows FCL Graphics as the lowest bidder meeting bid specifications.

Trustee Reynolds moved and Trustee Curtis seconded to approve the bid from FCL Graphics of Harwood Heights, Illinois, with a total bid for Alternate #2 of \$54,081, for the printing and mailing preparation of the magazine for the 2022 Spring and Summer Lake Land College Magazine.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Wright.

Motion carried.

Approval of Bid for Purchase of Forklifts.

Trustees heard a recommendation from Mr. Greg Nuxoll, Vice President for Business Services, for the Board to award the bid from Bahrns Toyotalift of Effingham in the amount of \$85,658 for the purchase of two forklifts to be used by our Department of Corrections Warehousing Program at the Decatur Correctional Center. Trustees were provided the bid tabulation sheet. This shows Bahrns as the sole bidder and details the separate costs for one sit-down forklift and one stand-up forklift.

Trustee Walk moved and Trustee Cadwell seconded to approve as presented the bid from Bahrns Toyotalift of Effingham, in the amount of \$85,658, for the purchase of two forklifts to be used by our Department of Corrections Warehousing Program at the Decatur Correctional Center.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Lake Land College Board of Trustees
 Minutes – February 14, 2022
 Page 7 of 15

Advisory Vote: Student Trustee Greuel voted yes.
 Absent: Trustee Wright.
 Motion carried.

Approval to Modify Neal Hall CDB Project Costs and Timeline.

Trustees heard a recommendation from Mr. Nuxoll for the Board to approve a change of project timeline and additional professional work and design fees in the amount of \$50,950 by Hanson Professional Services, Inc. of Springfield for the Neal Hall CDB Project No. 810-058-032 or the renovation of Neal Hall. Mr. Nuxoll said included in the Board Book are the details of the project proposal changes and the request letter to be submitted to CDB should the Board approve this agenda item request.

Trustee Curtis moved and Trustee Cadwell seconded to approve as presented a change of project timeline and additional professional work and design fees in the amount of \$50,950 by Hanson Professional Services, Inc. of Springfield for the Neal Hall CDB Project No. 810-058-32 or the renovation of Neal Hall to be completed from May 2023 to August 2023.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Wright.

Motion carried.

Acceptance of Reporting of December 2021 Financial Statements.

Trustees reviewed the December 2021 Financial Statements and heard from Mr. Nuxoll who highlighted the Financial Statements and significant variances.

Trustee Storm moved and Trustee Curtis seconded to approve as presented the December 2021 Financial Statements.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Wright.

Motion carried.

Approval of Recipients for the Following Awards:

Distinguished Service Award; Alumnus Achievement Award; Retiree Wall of Fame Inductees; and Pacesetter Award.

Lake Land College Board of Trustees
 Minutes – February 14, 2022
 Page 8 of 15

Trustees heard a presentation from President Bullock on behalf of the selection committee for each of the above-referenced awards. The selection committee recommends the following 2022 award recipients:

- Distinguished Service: Ms. Marilyn Thompson
- Alumnus Achievement: Mr. and Mrs. Todd and Alexis (Ali) Rauch
- Retiree Wall of Fame: Ms. Donna Sherman (posthumously) and Ms. Linda Von Behren.
- Pacesetter: Ms. Katie Rincker

Trustee Reynolds moved and Trustee Curtis seconded to approve the naming of the following 2022 award recipients:

- Distinguished Service: Ms. Marilyn Thompson
- Alumnus Achievement: Mr. and Mrs. Todd and Alexis (Ali) Rauch
- Retiree Wall of Fame: Ms. Donna Sherman (posthumously) and Ms. Linda Von Behren.
- Pacesetter: Ms. Katie Rincker

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Wright.

Motion carried.

Declaration of Surplus Items from the Athletics Department and John Deere Program.

Trustees heard a recommendation from Mr. Nuxoll that the Board declare 12 various items as surplus that are from either the Athletics Department or the John Deere Program. Details of the items were included in the Board Book. Mr. Nuxoll said these items have become obsolete and have little value to the College. If these items are approved by the Board as surplus, then the items will be disposed of in a manner most beneficial to the College.

Trustee Walk moved and Trustee Cadwell seconded to declare as surplus 12 various items as presented that are from either the Athletics Department or the John Deere Program so that these items may be disposed of in a manner most beneficial to the College.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Wright.

Motion carried.

Lake Land College Board of Trustees
Minutes – February 14, 2022
Page 9 of 15

Approval of College Architect.

Trustees heard a recommendation from Mr. Nuxoll to approve engaging Bailey Edward of Champaign, Illinois, as the College's architect of record. Mr. Nuxoll said that this recommendation follows our previous discussions that we hire an architectural firm to help with our campus wide facilities master plan along with serving as the College's architect on any construction related projects. Mr. Nuxoll highlighted the Request for Qualifications (RFQ) process for which a selection committee reviewed nine proposals and interviewed four finalists to arrive at this recommendation.

Trustee Curtis moved and Trustee Cadwell seconded to approve as presented engaging Bailey Edward of Champaign, Illinois, as the College's architect of record.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Wright.

Motion carried.

Approval of Hourly Wage Rate for the Clinical Dentist.

Trustees heard a request from Mr. Jon Althaus, Vice President for Academic Services, to raise the hourly contractual wage for the Clinical Dentist from its current level of \$50.00 per hour to \$75.00 per hour. Mr. Althaus reported this change reflects the current average hourly wage for this position in the east central Illinois non-metropolitan area and it will enable us to attract more qualified dentists to oversee clinical operations.

Trustee Reynolds moved and Trustee Walk seconded to approve to change the hourly wage rate for the Clinical Dentist from its current level of \$50 per hour to \$75 per hour effective February 15, 2022.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Wright.

Motion carried.

Approval of CTS Addendum to Performance Contract for Bipolar Ionization Project.

Trustees heard a presentation from Mr. Nuxoll for the Board to approve an addendum to our current contract with CTS Group, our current program manager for planned infrastructure renovations and energy conservation measures. He said the proposed contract addendum,

Lake Land College Board of Trustees
 Minutes – February 14, 2022
 Page **10** of **15**

which Trustees reviewed, will enable us to use CTS to lead the Healthy Building/Ventilation Project on the Mattoon Campus and the Kluthe Building in Effingham. Trustees learned their work would include cost estimating, bid administration, engineering and design, which are all professional services.

Trustee Walk moved and Trustee Curtis approved as presented an addendum to our current performance contract with CTS Group, a Veregy Company in Chesterfield, Missouri, so that the College may utilize CTS Group to lead the Healthy Building/Ventilation Project on the Mattoon Campus and the Kluthe Building in Effingham.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Wright.

Motion carried.

Approval of Bipolar Ionization Project.

Trustees heard a request from Mr. Nuxoll for the Board to approve proceeding with the Healthy Building and Ventilation Project, utilizing a portion of the College's HEERF III funds to fund the project. Trustees were provided with the work summary proposal from CTS Group, who as noted above would lead the project in areas of cost estimating, bid administration, engineering and design. Mr. Nuxoll said the basis for the project would be to install a Needlepoint Bipolar Ionization and Detailed Monitoring System to improve indoor air quality and help reduce disease transmission.

Trustees learned that based on price quotes from CTS Group, a Veragy Company, and Dynamic Controls, our HVAC specialist firm, the total estimated costs of the entire project inclusive of predesign/project development, design of mechanical systems, bidding and construction management along with the actual bi-polar ionization including sensors is \$912,965.

Mr. Nuxoll said the College may use HEERF III funds for this project since it will improve indoor air quality and help reduce transmission of COVID.

Trustee Curtis moved and Trustee Cadwell seconded to approve as presented proceeding with the Healthy Building and Ventilation Project, with CTS Group leading this project and the College utilizing a portion of the College's HEERF III funds to fund the project at a cost of \$912,965.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Lake Land College Board of Trustees
 Minutes – February 14, 2022
 Page 11 of 15

Advisory Vote: Student Trustee Greuel voted yes.
 Absent: Trustee Wright.
 Motion carried.

Closed Session

7:26 p.m. – Trustee Cadwell moved and Trustee Walk seconded to convene to closed session, pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1) and (8) to discuss the appointment, employment, compensation, performance, discipline or dismissal of specific employees and to discuss security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property.

Return to Open Session - Roll Call

7:57 p.m.

Trustees Physically Present: Mr. Gary Cadwell, Vice-Chair; Mr. Kevin Curtis, Ms. Doris Reynolds; Mr. Dave Storm, Secretary Pro Tem; Mr. Mike Sullivan, Chair; Ms. Denise Walk and Ms. Katie Greuel, Student Trustee.

Trustees Absent: Trustee Wright, Secretary.

Approval of Network and Technology Software Purchases to Enhance Cybersecurity Preparedness as Discussed in Closed Session.

Trustees heard a recommendation from Mr. Nuxoll that the Board approve three separate network and technology software purchases to greatly enhance our cyber security preparedness.

Trustee Cadwell motioned and Trustee Walk seconded to approve as presented and as discussed in closed session three network and technology software purchases to enhance the College's cyber security preparedness including:

1. Purchase and switch to an alternative email software platform security at a cost not to exceed \$42,112.00.
2. Purchase and install additional cyber security software on the College's workstations and servers at an amount not to exceed \$119,550.28.
3. Purchase and install an adaptive workspace management suite and time saving maintenance software at a cost not to exceed \$39,920, using contingency funds for the purchase.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Walk.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Lake Land College Board of Trustees
 Minutes – February 14, 2022
 Page 12 of 15

Absent: Trustee Wright.
 Motion carried.

Approval of Human Resources Report as Discussed in Closed Session.

Trustees reviewed the Human Resources Report. Dr. Bullock requested the Board approve the Report as presented and he highlighted some of the recommended personnel changes.

Trustee Walk motioned and Trustee Reynolds seconded to approve as presented the standard Human Resources Report. This action followed discussion on the topic held in closed session related only to two requests for a general leave of absence.

The following employees are recommended for FMLA leave. Board policy 05.14.12.

Alexander, Amber	12/9/21-2/3/22 continuous and intermittent
Branson, Gary	12/14/21-3/14/22
Browning, Braddi	12/29/21-2/1/22 continuous and intermittent
Christian, Danny	1/14/22-1/25/22
Cox, Jane	1/6/22-2/25/25
Harris, Mark	1/22/22-1/25/22
Miller, Claire	4/10/22-7/3/22
Nelson, Megan	12/30/21-2/26/22
Stewart, Charles	1/28/22-2/15/22

The following employee is recommended for General Leave of Absence/ Board policy 05.04.14

Cox, Jane	2/28/22-5/27/22
Steaman, William	2/8/22-6/30/22 Intermittent

The following positions have been recommended by the Lake Land College President's Cabinet

Department of Corrections Infrastructure Specialist	Level 12
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Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time Alfauri, Hamza	Tutor-Disability Services - Student	1/24/22
	Tutor-Student Community Education	1/24/22
	Tutor - Perkins - Student	1/24/22
	Primary Position- Tutor - Student Lrng Asst	
Craig, Lydia	IEL Instructor	1/10/22
	Primary Position- Adjunct Faculty/Humanities	
Garcia Orozco, Karen	Tutor-Community Education	1/27/22

Lake Land College Board of Trustees
Minutes – February 14, 2022
Page 13 of 15

	Tutor - Perkins – Student	1/27/22
	Primary Position- Tutor-Disability Serv-Student	
Starrett, Kai	Tutor - Student Learning Assistance Center	1/19/22
	Tutor-Student Community Education	1/19/22
	Tutor - Perkins - Student	1/19/22
	Primary Position- Tutor-Stu Disability Services	
Upton, Jacob	Proctor/Training Aid	1/24/22
	Tutor - Associate Community Education	1/24/22
	Tutor with Associate Degree	1/24/22
	Tutor-Perkins with Associates	1/24/22
	Primary Position- Tutor Assoc Disability Services	

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Ervin, Ryan	Honors Instructor - SSE	5/17/20
	Primary Position- Dual Credit Instructor	

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Full-time		
Atwell, Jaclyn	Custodian	2/15/22
Darst-Smith, Corinne	Correctional Office Assistant	1/18/22
Frailey, Lori	Student Success Services Specialist	2/15/22
Freshour, Kristine	Correctional Horticulture Instructor	2/15/22
Maxey, Bailey	Correctional Career Technology Instructor	1/10/22
Moore, Gene	Associate Dean of Correctional Programs	1/24/22
Simmons, Patricia	Correctional Commercial Custodial Instr	1/19/22
Tkachuk, Jerome	Director of Effingham Edu & Reg Ext Centers	2/21/22

Part-time

Alfauri, Hamza	Tutor - Student Learning Assistance Center	1/24/22
Arena, Tahni	Allied Health Den Clinical Instructor (hourly)	1/13/22
Craig, Bethany	Grants Writer and Coordinator	3/1/22
Dosch, Kelsie	Special Needs Note Taker	1/19/22
Garcia Orozco, Karen	Tutor-Disability Services - Student	1/27/22
Havlik, William	Clinical Dentist	2/3/22
Lee, Sharon	Kluthe Test Proctor	1/19/22
Sharp, Kennedy	Counseling Services Specialist	1/31/22
Starrett, Kai	Tutor - Student Disability Services	1/19/22
Upton, Jacob	Tutor-Associates-Disability Services	1/24/22
Varela Flores, Loretta	Cosmetology Clinical Instr (hourly)	1/10/22

Part-time Grant Funded

Pierson, Kadie	Agriculture Education Intern	2/7/22
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Lake Land College Board of Trustees
Minutes – February 14, 2022
Page 15 of 15

There was no additional discussion.

Adjournment.

Trustee Walk moved and Trustee Reynolds seconded to adjourn the meeting at 8:02 p.m.

There was no further discussion.
Motion carried by unanimous voice vote.

Approved by:

Board Chair

Board Secretary

*Note – See Board of Trustees web page for any referenced attachments to these minutes.
https://www.lakelandcollege.edu/col/board_minutes/

Calendar of Events

Monday, March 14, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Wednesday, March 30, 2022	Employee Recognition Luncheon 11 a.m. – 1 p.m. Field House
Thursday, April 14, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, April 18, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, May 5, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, May 9, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Friday, May 13, 2022	55 th Annual Lake Land College Commencement Ceremony 6 p.m. – Commencement Ceremony in the Field House
Thursday, May 19, 2022	Board Retreat Noon – 5 p.m. Foundation and Alumni Center
Thursday, June 9, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, June 13, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, July 7, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, July 11, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, August 4, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, August 8, 2022	5:15 p.m. – Board Dinner – Kluthe Center, Room 219 6 p.m. – Board Meeting – Kluthe Center, Room 220

Thursday, September 8, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, September 12, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, October 6, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, October 10, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, November 10, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, November 14, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, December 8, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, December 12, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011



MEMO

TO: Board of Trustees
 FROM: Josh Bullock, President
 DATE: March 3, 2022
 RE: Proposed Academic Year 2023 Tuition and Fees Rates

The Cabinet is recommending a historic initiative to expand access to a college education for future students while giving back to current students and the community.

In alignment with our commitment to affordability, accessibility and providing our students with a high quality education, the Cabinet is recommending in-district tuition be lowered from \$110.50 to \$100 per credit hour. Although Lake Land College is already one of the most affordable community colleges in the state, we know our students and so many in the community have been impacted by the pandemic and the financial strain of increasing inflation. The new tuition rate, which represents a near 10% reduction, is a show of support that we are 100 percent behind our community during these challenging economic times. This would be a one-year reduction covering the Summer and Fall 2022 and Spring 2023 terms.

With the reduced tuition, an average student taking 30 credit hours per year will pay tuition and fees of \$3,945. Data collected through the recent Strategic Planning Transition surveys and focus groups indicated students are very concerned about the expenses of going to college. This initiative both addresses this concern to current students and increases accessibility to those students who are considering college but are not sure if they can afford it.

We are able to pass this savings on to students through a college-wide commitment to fiscal stewardship during the pandemic while simultaneously continuing to reduce property tax rates for local residents.

We hope this tuition savings will encourage those who may have had to put their dreams of a college education on hold during the past few years to return to their educational goals. The \$100 tuition rate also means students receiving federal financial aid will see an increase in their refund through the Laker+ program.

With Board approval, the tuition and fees rates for academic year (AY) 2023 in comparison to AY 2022 are detailed below.

Tuition

	<u>In-District</u>	<u>Out-of-District</u>	<u>Out-of-State</u>
AY 2022	\$110.50	\$237.96	\$431.36
AY 2023	\$100.00	\$237.96	\$431.36

Activity Fee:

We are recommending that Lake Land College maintain the same \$2.50 per credit hour activity fee rate for the upcoming 2022-2023 Academic Year.

Service and Rec Fee:

We are recommending that Lake Land College maintain the same \$29.67 per credit hour service and rec fee rate for the upcoming 2022-2023 Academic Year.

Dual Credit Fee:

We are recommending that we maintain the dual credit fee at the same \$18.42/credit hour rate for Academic Year 2022-2023.

The above represents the Cabinet's recommendation to the Board of Trustees for tuition, activity fees, service and rec fees, and Dual Credit fees for AY 2023. Please do not hesitate to contact me if you have any questions or need any further clarification on any of these items.



MEMO

TO: Board of Trustees and Dr. Josh Bullock, President
FROM: Jean Anne Grunloh, Chief of Staff
DATE: March 3, 2022
RE: Proposed FY 2023-2027 Strategic Plan Matrix

Please find attached a proposed Strategic Plan Matrix that details recommended focus areas, goals and objectives for fiscal years (FY) 2023-2027.

To transition to the next strategic planning cycle, the College implemented a process that was deliberately inclusive of the College's internal and external stakeholders including students, employees, partner organizations and community members. In October and November of 2021, Lake Land College disseminated a survey completed by 715 internal and external stakeholders (e.g. employees, students, K-12 leaders, community partners, business and industry, etc.) and facilitated 48 focus group sessions for which we had 533 participants. The President's Cabinet has conducted a thorough review of this significant stakeholder feedback to recommend the FY 2023-2027 Strategic Plan Matrix. Please note the Cabinet has also vetted this with various leadership teams throughout the College.

On behalf of the President's Cabinet and the Strategic Planning Committee, I respectfully request the Board approve the FY 2023-2027 Strategic Plan Matrix. I am happy to answer any questions you might have.

LAKE LAND COLLEGE 2023-2027 STRATEGIC PLAN MATRIX

Lake Land College creates and continuously improves an affordable, accessible and effective learning environment for the lifelong educational needs of the diverse communities we serve.

FOCUS AREAS	1. STUDENT EQUITY & SUCCESS - TEACHING & LEARNING	2. STUDENT EQUITY & SUCCESS – PROCESSES & STUDENT SUPPORT	3. INSTITUTIONAL & EMPLOYEE EXCELLENCE	4. PARTNERSHIPS TO ENHANCE STUDENT SUCCESS
GOAL STATEMENTS	<ul style="list-style-type: none"> A. Provide effective and innovative instruction for traditional and non-traditional students. B. Offer programs, multiple modalities and flexible schedules that meet student and community demand for a 21ST century workforce. 	<ul style="list-style-type: none"> A. Improve retention, persistence and completion. B. Close equity gaps and support student access and affordability. 	<ul style="list-style-type: none"> A. Invest strategically in personnel, facilities, technology and equipment. B. Support and engage employees through enhanced communication and inclusive practices. 	<ul style="list-style-type: none"> A. Advance relationships among education, community and workforce partners to support job readiness, local industry and workforce development. B. Strengthen and continually support transfer options and career pathways.
PRIORITY OBJECTIVES	<ul style="list-style-type: none"> 1. Research, design, and implement high quality, innovative teaching and learning solutions to support new and re-imagined modalities and flexible student schedules. 2. Ensure students leave Lake Land with essential skills for employment. 3. Implement associate degree, diploma and targeted short-term technical programs, certificates, and credentials to meet 21ST Century workforce demands. 4. Employ innovative practices to support students and reduce time in remedial coursework. 	<ul style="list-style-type: none"> 1. Provide and connect students to the technology tools, support and service delivery options that will ensure more user-friendly and equitable student access and outcomes. 2. Operationalize the separate Strategic Enrollment Management Plan within the Guided Pathways framework to elevate recruitment, retention and completion. 3. Enhance predictive modeling to support student success and the Guided Pathways framework. 4. Provide and connect students to wrap-around services to holistically support students and their human experiences, with an emphasis on mental health. 5. Design strategies to more effectively communicate with students and prospective students. 6. Identify and redesign college processes and practices to eliminate pain points and unnecessary barriers for student access and success. 7. Implement an institutional diversity, equity, inclusion and belonging plan to provide a welcoming, safe and supportive environment for all students. 8. Engage unserved and underserved populations. 	<ul style="list-style-type: none"> 1. Enhance employee engagement, communication and a sense of belonging (inclusion). 2. Expand data-driven decision making and assessment to support employee, academic and institutional accountability. 3. Modernize equipment, facilities and grounds to support a diverse learning environment. 4. Strengthen support for faculty and staff technology tools and professional development to improve student learning experiences, including leadership development. 5. Become a preferred employer by providing a flexible working environment, paying competitive wages, and offering valued benefits. 6. Emphasize innovative, future-focused planning at every level of the College. 7. Celebrate internally and showcase externally the advantage of a Lake Land educational experience. 	<ul style="list-style-type: none"> 1. Engage students at all levels of district K-12 schools. 2. Increase district high school student participation in dual credit and dual enrollment partnership opportunities. 3. Expand corporate partnerships, work-based learning opportunities and apprenticeship programs. 4. Grow and leverage relationships that support student access, funding and needs. 5. Strengthen and expand transfer pathways with four-year institutions. 6. Enhance programming and services for IDOC and IDJJ students.



MEMO

TO: Dr. Josh Bullock, President

FROM: Valerie Lynch, Vice President for Student Services

DATE: March 1, 2022

RE: Board Policy 07.01.01 – Admission of International Students

In January 2022, the Academic Standards Committee met and reviewed multiple College policies including 07.01.01-Admission of International Students. At that time, it was proposed by Jon Van Dyke, Dean of Admissions, that the wording of the policy be updated to reflect titles that have changed since the policy's last update. The attached document, which includes tracked changes, reflects the changes in titles. The committee has reviewed the proposed updates and recommends the following changes:

- (1) The current policy uses the term "U.S. Immigration and Naturalization Service." That agency is now called, "U.S. Citizenship and Immigration Services." The committee recommends changing the language.
- (2) The current policy uses the title "Director of International Studies Program." That position is now referred to as the "Coordinator of International Studies Program." The committee recommends changing the language.

The Board reviewed these updates at the February 2022 meeting for first reading. On behalf of the Academic Standards Committee I am respectfully requesting that the Board approve these updates at the March 2022 Board of Trustees Meeting.

I am happy to answer any questions that you or the Board may have. Thank you!

07.01.01

Admission of International Students

Lake Land College, in accordance with regulations of the U.S. ~~Immigration and Naturalization Service~~ Citizenship and Immigration Services, will admit citizens from other countries who meet the following admission requirements.

International students are accepted on the basis of available space in the various educational programs. Consideration is also given to selecting a diversified international student population. *All documents should be written in English or accompanied by an official English translation.* The admission of international students will be determined based upon the following criteria:

1. Completion of an International Student Application for Admission.
2. Submission of official transcripts showing completion of the equivalent of a high school (secondary) education.
3. Submission of official transcripts from any previous colleges or universities attended, including training in English as a Second Language. If student plans to transfer credit from a college or university outside of the United States, student must provide an evaluation completed by one of Lake Land College approved credential evaluation services.
4. Submission of a completed International Student Financial Affidavit and corresponding official bank statements or documentation supporting the ability to cover all expenses for an academic year. Tuition is charged at the out-of-state rates for international students, except students who are sponsored by a resident of the Lake Land College district or who have attended a minimum of one semester at an in-district high school, who will be charged tuition at the in-district rate.

Board Policy No. 07.01.01

5. Submission of proof of health insurance coverage. Students who do not provide proof of health insurance must immediately purchase a policy and submit documentation to the ~~Director~~ Coordinator of International Studies Program.¹
6. Students who have satisfied the English Proficiency requirement will be allowed to enroll in regular academic courses without any support from the Intensive English Language Program.

Students who have not met the English proficiency requirement will be required to enroll in the Intensive English language Program until they are adequately prepared for regular academic courses. Assignment to the appropriate level will be based on Lake Land College placement testing prior to registration.

7. Completion of the Lake Land College placement test consisting of math, reading, and English, or submission of ACT or SAT scores. This placement test will be deferred for students enrolled in the Intensive English Language Program.
8. Enrollment as a full-time student.
9. Students who already possess an F-1 visa and wish to transfer to Lake Land College must submit copies of current I-20 and F-1 visa.

¹ Board Policy No. 10.28.02

Adopted November 9, 1998
Revised May 12, 2003
Revised November 10, 2003
Revised November 14, 2005
Revised April 14, 2014
Revised December 8, 2014
Revised June 12, 2017
Revised January 19, 2022

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President
FROM: Jon Althaus, Vice President for Academic Services *JAA*
DATE: February 24, 2022
RE: ICCTA Outstanding Full-Time Faculty Member Award

On behalf of the screening committee, it is with sincere pleasure that I forward the nomination of Ms. Bambi Jones, Mathematics Instructor, for the 2022 ICCTA Outstanding Full-Time Faculty Member Award.

Ms. Jones has been a dedicated instructor at Lake Land College since 2002. Not only has she been an outstanding teacher, but she has been a key figure in the redesign of developmental education at the College. Bambi was instrumental in the development of the College's co-requisite model for mathematics, which also serves as a model for state-wide co-requisite remediation. She also serves as a Transitional Math Liaison to Lake Land's district high schools guiding them through the processes of providing their students a more seamless transition to higher level mathematics.

I respectfully request that the Board of Trustees accept this nomination at their March 14, 2022 regular meeting.



MEMO

TO: Dr. Josh Bullock, President

FROM: Mr. Greg Nuxoll, Vice President for Business Services

DATE: February 22, 2022

RE: January 2022 Financial Statement Summary

Outlined below are the budgetary variances of note for the month of January for Fiscal Year 2022.

Areas of Concern:

- While the College remains favorable to budget in aggregate through January 2022, the seventh month of FY2022, it remains concerning that tuition and fees revenue are significantly unfavorable to budget year to date due to lower enrollment than anticipated.

Overall Variances:

- *Revenue* – Total January 2022 revenue was \$2,152,455 resulting in an unfavorable variance of \$264,339 MTD; meanwhile, an unfavorable YTD variance exists of \$2,040,772. The main driver for year to date unfavorable variance are the line items of tuition and fees. Tuition is unfavorable \$957,510 YTD and fees are unfavorable \$681,026 YTD.
- *Expenditures* – Total January 2022 expenditures were \$2,149,055 resulting in a favorable variance of \$748,408 MTD. A favorable variance exists of \$4,884,605 YTD with favorable variances in nearly all line items.

Revenue Variances:

- *Local Sources* – A monthly favorable variance exists of \$167,224 MTD while an YTD variance of \$579,248 continues to exist. The MTD and YTD variances are mainly dependent on the local counties' property tax cycle. As the year transpires, we expect a normalized variance.
- *ICCB Credit Hour Grant* – We received payments of \$509,218 in January 2022 resulting in an unfavorable monthly variance of \$148,603 and a yearly unfavorable variance of \$250,522. The variances are timing related as we typically receive a larger payment in

the 1st month of each quarter and smaller payments the last two months of each quarter. We expect the variance to normalize by year-end.

- *ICCB Equalization Grant* – We received equalization payments of \$505,251 in January 2022 resulting in an unfavorable monthly variance of \$432,660, while a yearly unfavorable variance exists of \$527,525. The variances are timing related based on a slow payment process from the State of Illinois but we remain hopeful it will normalize during the course of the year.
- *Tuition & Fees* – January 2022 tuition of \$207,680 was favorable monthly by \$146,654 while \$204,629 of fees were unfavorable by \$49,547. Year to date, tuition is unfavorable by \$957,510 and fees are unfavorable by \$681,026. In the FY 2022 budget, the College budgeted enrollment to be at the same level as the FY 2021. The enrollment headcount and credit hours are below anticipated levels resulting in an unfavorable variance in both categories.
- *Other State Sources* – The monthly variance was favorable \$1,452 while YTD the variance is unfavorable by \$328,830. We expect the variance to normalize over the course of the year.
- *Other Revenue* – Month to date the variance is favorable by \$51,141 and favorable Year to Date by \$120,393.

Expenditure Variances:

- *Salary & Wages (overall)* – Overall, the salary and wage line has a monthly favorable variance of \$187,663 and year to date favorable variance of \$2,399,413. A portion of the YTD variance relates more to timing issues along with how the College records prepaid salaries for audit purposes. As the year transpires, we expect some of the variance to normalize.
- *Employee Benefits (overall)* – Overall, there was a monthly favorable variance in employee benefits in January 2022 of \$27,141 and a favorable YTD variance of \$22,681.
- *Instructional* – The Instructional expenditures had a favorable variance in January 2022 of \$193,418 and an YTD favorable variance exists of \$2,094,116. The YTD variance is mainly attributable to favorable variances in salary and wages and general material and supplies.
- *Academic Support* – The Academic Support expenditures had a favorable variance of \$48,388 in January 2022 and YTD of \$301,684.
- *Student Services* – The Student Services expenditures has a favorable variance in January 2022 of \$14,115 and maintains a favorable YTD variance of \$224,557.

- *Public Service/Continuing Education* – The Public Service/Continuing Education has an unfavorable in January 2022 variance of \$58,875 and maintains a favorable YTD variance of \$107,726.
- *Operations & Maintenance* – The Operations and Maintenance expenditures has a monthly favorable variance of \$40,131 but maintains a favorable YTD variance of \$446,567.
- *Institutional Support* – The Institutional Support expenditures have a favorable January 2022 variance of \$542,516 and a year to date favorable variance of \$2,197,277 with favorable variances in nearly all line items. As the year transpires, we expect the variance to begin to normalize.
- *Scholarships, Grants, Waivers* – The Scholarships, Grants and Waivers area has an unfavorable variance of \$31,284 MTD and \$487,321 YTD. The College was able to process more scholarships than anticipated thus far year to date resulting in an unfavorable variance.

Please do not hesitate to contact me if you have any questions, need any further clarification on any of these items, or have others you would like to discuss.

Current Month	Current Month Budget	Variance		Current YTD Actual	Current YTD Budget	Current YTD Budget Variance	% Current YTD Budget Variance	Previous YTD	FY21 Audited Numbers	FY22 Annual Budget
Revenues:										
216,474	49,250	167,224	Local Sources	9,976,418	9,397,170	579,248	6.16%	8,972,130	9,758,060	9,745,282
509,218	657,821	(148,603)	ICCB Credit Hour Grant	2,600,037	2,850,559	(250,522)	-8.79%	2,899,689	4,471,285	4,385,475
505,251	937,911	(432,660)	ICCB Equalization Grant	3,536,756	4,064,281	(527,525)	-12.98%	3,682,090	6,312,153	6,252,740
327,772	326,320	1,452	Other State Sources	522,768	851,599	(328,830)	-38.61%	537,418	1,143,651	1,154,557
207,680	61,026	146,654	Tuition	7,710,301	8,667,811	(957,510)	-11.05%	8,279,359	8,799,734	8,670,590
204,629	254,177	(49,547)	Fees	3,161,644	3,842,670	(681,026)	-17.72%	3,357,162	2,897,434	4,177,668
181,429	130,288	51,141	Other Revenue	863,096	742,703	120,393	16.21%	492,390	3,083,197	1,110,509
-	-	-	Gift in Kind	5,000	-	5,000	0.00%	65,976	-	-
2,152,455	2,416,794	(264,339)	Total Revenues	28,376,020	30,416,792	(2,040,772)	(1)	28,286,214	36,465,524	35,496,821
Expenditures:										
Instructional										
669,485	770,673	101,188	Salary and Wages	6,120,400	7,638,331	1,517,931	19.87%	6,210,881	9,888,575	12,547,027
173,469	187,022	13,553	Employee Benefits	1,111,852	1,275,151	163,299	12.81%	1,133,000	2,072,422	2,277,438
39,637	100,100	60,463	Contractual Services	80,545	194,110	113,565	58.51%	67,239	379,895	406,760
51,352	52,619	1,267	General Materials and Supplies	285,125	449,588	164,463	36.58%	223,176	418,237	163,678
1,863	7,584	5,721	Travel and Meeting Expenses	3,282	61,848	58,567	94.69%	3,990	23,890	117,757
9,574	14,450	4,876	Fixed Charges	13,426	37,150	23,724	0.00%	45,662	72,309	56,375
248	6,598	6,350	Capital Outlay	53,149	110,716	57,567	52.00%	8,054	74,931	120,435
-	-	-	Other Expenditures	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	5,000	-	(5,000)	0.00%	32,148	-	-
945,627	1,139,045	193,418	Total Instructional	7,672,779	9,766,894	2,094,116	21.44%	7,724,150	12,930,258	15,689,470
Academic Support										
17,795	56,177	38,382	Salary and Wages	230,173	335,456	105,283	31.39%	340,671	533,103	388,891
4,725	10,417	5,692	Employee Benefits	45,212	69,951	24,739	35.37%	72,909	129,057	68,707
-	-	-	Contractual Services	-	500	500	100.00%	-	-	1,500
8,732	10,763	2,030	General Materials and Supplies	178,259	321,454	143,194	44.55%	148,908	195,845	333,406
-	2,283	2,283	Travel and Meeting Expenses	2,816	30,783	27,968	90.85%	18	1,439	8,800
-	-	-	Fixed Charges	-	-	-	#DIV/0!	4,555	4,555	-
-	-	-	Capital Outlay	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	-	-	-	0.00%	-	-	-
31,252	79,640	48,388	Total Academic Support	456,460	758,144	301,684	39.79%	567,061	864,000	801,304
Student Services										
120,192	136,562	16,370	Salary and Wages	944,049	1,051,676	107,627	10.23%	971,266	1,554,454	1,717,949
40,556	40,201	(355)	Employee Benefits	230,591	270,496	39,905	14.75%	243,317	432,709	471,802
-	-	-	Contractual Services	10,372	9,322	(1,050)	-11.26%	10,086	12,142	9,322
6,530	2,721	(3,809)	General Materials and Supplies	31,080	102,096	71,016	69.56%	26,830	63,582	113,270
346	2,255	1,909	Travel and Meeting Expenses	7,601	34,764	27,163	78.14%	1,180	43,320	42,580
-	-	-	Fixed Charges	80,409	60,306	(20,103)	-33.33%	-	-	60,306
-	-	-	Other Expenditures	7,500	7,500	-	0.00%	1,750	5,352	15,000
167,623	181,739	14,115	Total Student Services	1,311,603	1,536,160	224,557	14.62%	1,254,430	2,111,558	2,430,229
Public Service/Cont Ed										
23,942	33,952	10,010	Salary and Wages	173,107	246,566	73,459	29.79%	166,619	289,179	433,304
5,399	6,210	811	Employee Benefits	30,966	35,952	4,986	13.87%	30,008	53,190	67,001
22,304	8,000	(14,304)	Contractual Services	47,014	24,560	(22,454)	-91.43%	11,543	25,881	42,155
12,357	14,353	1,996	General Materials and Supplies	38,260	80,241	41,981	52.32%	17,077	64,100	116,191
119	360	241	Travel and Meeting Expenses	1,340	2,695	1,356	50.30%	1,052	1,950	4,595
8,855	8,726	(129)	Fixed Charges	59,773	60,172	398	0.66%	88,701	151,135	102,235
57,500	-	(57,500)	Capital Outlay	115,000	123,000	8,000	0.00%	-	-	123,000
-	-	-	Other	-	-	-	0.00%	-	94	-
-	-	-	G/K	-	-	-	0.00%	-	-	-
130,476	71,601	(58,875)	Total Public Service/ Cont Ed	465,460	573,185	107,726	18.79%	315,000	585,530	888,481
Operations & Maintenance										
70,184	86,484	16,300	Salary and Wages	515,850	624,860	109,010	17.45%	514,024	910,742	1,089,976
28,965	35,797	6,832	Employee Benefits	176,136	242,380	66,244	27.33%	181,398	336,212	421,363
94,373	73,468	(20,906)	Contractual Services	155,474	203,703	48,229	23.68%	191,657	280,474	260,470
12,007	58,531	46,524	General Materials and Supplies	106,159	171,781	65,622	38.20%	80,858	176,617	220,500
51	575	524	Travel and Meeting Expenses	51	1,150	1,099	95.57%	-	-	1,250
750	3,250	2,500	Fixed Charges	6,000	10,250	4,250	41.46%	102,262	243,355	103,788
121,422	109,779	(11,643)	Utilities	649,342	786,454	137,112	17.43%	648,987	1,160,988	1,335,350
-	-	-	Capital Outlay	-	15,000	15,000	100.00%	7,403	23,253	15,000
-	-	-	Contingency Funds	-	-	-	0.00%	6,228	6,313	-
-	-	-	Gift In Kind	-	-	-	100.00%	-	-	-
327,752	367,883	40,131	Total Operation and Maint	1,609,011	2,055,578	446,567	5	1,732,818	3,137,956	3,447,697
Institutional Support										
277,441	282,855	5,413	Salary and Wages	1,602,977	2,089,081	486,103	23.27%	1,532,004	3,302,222	3,631,055
89,970	90,578	608	Employee Benefits	871,270	594,778	(276,492)	-46.49%	503,543	1,069,862	1,287,608
75,130	171,658	96,528	Contractual Services	259,939	1,003,925	743,986	74.11%	395,788	830,571	1,400,678
59,782	175,711	115,929	General Materials and Supplies	1,305,755	1,668,689	362,934	21.75%	589,338	793,481	959,849
324	38,471	38,147	Travel and Meeting Expenses	11,001	219,021	208,020	94.98%	8,327	27,904	273,481
526	2,475	1,949	Fixed Charges	15,872	213,375	197,503	92.56%	199,141	202,096	218,150
-	2,250	2,250	Capital Outlay	74,772	161,700	86,928	53.76%	23,709	498,684	18,900
11,867	203,559	191,692	Contingency Funds	255,585	564,369	308,784	54.71%	233,487	545,476	1,392,266
-	-	-	Other	-	22,216	22,216	0.00%	(5,171)	511,279	49,075
-	90,000	90,000	Strategic Initiatives	252,705	310,000	57,295	18.48%	-	79,612	400,000
-	-	-	COVID Expenses	-	-	-	0.00%	6,852	-	-
515,040	1,057,556	542,516	Total Institutional Support	4,649,877	6,847,154	2,197,277	4	3,487,018	7,861,187	9,631,062
31,284	-	(31,284)	Scholarships, grants, waivers	637,321	150,000	(487,321)	0.00%	646,410	695,834	1,228,566
2,149,055	2,897,463	748,408	Total Expenditures	16,802,510	21,687,115	4,884,605	22.52%	15,726,886	28,186,322	34,116,809
3,400	(480,670)	484,069	Revenue Less Expenditures	11,573,510	8,729,677	2,843,833	(1)	12,559,328	8,279,202	1,380,012
-	-	-	Transfers Out:	-	-	-	0.00%	592,641	(1,373,457)	1,380,012
Excess of Revenues over Expenditures & Transfers										
3,400	(480,670)	484,069		11,573,510	8,729,677	2,843,833	(1)	11,966,687	9,652,659	-

Current Month	Current Month Budget	Variance		Current YTD Actual	Current YTD Budget	Current YTD Budget Variance
1,179,039.12	1,366,702.43	187,663.31	Salary and Wages	9,586,557.07	11,985,970.21	2,399,413.14
343,082.69	370,223.62	27,140.93	Employee Benefits	2,466,027.42	2,488,708.14	22,680.72
231,444.16	353,225.49	121,781.33	Contractual Services	553,344.33	1,436,119.81	882,775.48
150,759.98	314,697.49	163,937.51	General Materials and Supplies	1,944,638.12	2,793,848.88	849,210.76
2,702.75	51,528.15	48,825.40	Travel and Meeting Expenses	26,089.69	350,261.30	324,171.61
19,704.58	28,900.50	9,195.92	Fixed Charges	95,071.37	320,946.50	225,875.13
121,422.27	109,779.17	(11,643.10)	Utilities	649,341.76	786,454.17	137,112.41
57,747.76	8,847.50	(48,900.26)	Capital Outlay	242,920.70	410,415.83	167,495.13
11,867.24	203,559.00	191,691.76	Contingency Funds	255,585.16	564,369.00	308,783.84
-	-	-	Other Expenditures	7,500.00	29,715.64	22,215.64
2,117,770.55	2,807,463.35	689,692.80	Total	15,827,075.62	21,166,809.48	5,339,733.86

Lake Land College

FY2022 Salary, Wage & Benefits Detail

Salary & Wages	Year to Date			FY2022 Budgeted	FY20 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Salary and Wages - Instructional	\$6,120,400	\$7,638,331	\$1,517,931	\$12,547,027		\$12,547,027	\$12,547,027
Salary and Wages - Acad. Support	\$230,173	\$335,456	\$105,283	\$388,891		\$388,891	\$388,891
Salary and Wages - Stud. Svcs	\$944,049	\$1,051,676	\$107,627	\$1,717,949		\$1,717,949	\$1,717,949
Salary and Wages - Public Svc.	\$173,107	\$246,566	\$73,459	\$433,304		\$433,304	\$433,304
Salary and Wages - Maintenance	\$515,850	\$624,860	\$109,010	\$1,089,976		\$1,089,976	\$1,089,976
Salary and Wages - Inst. Support	\$1,602,977	\$2,089,081	\$486,103	\$3,631,055		\$3,631,055	\$3,631,055
Total Salary and Wages	\$9,586,557	\$11,985,970	\$2,399,413	\$19,808,202		\$0	\$19,808,202

Employee Benefits	Year to Date			FY2022 Budgeted	FY22 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Employee Benefits - Instructional	\$1,111,852	\$1,275,151	\$163,299	\$2,277,438		\$2,277,438	\$2,277,438
Employee Benefits - Acad. Support	\$45,212	\$69,951	\$24,739	\$68,707		\$68,707	\$68,707
Employee Benefits - Stud. Svcs	\$230,591	\$270,496	\$39,905	\$471,802		\$471,802	\$471,802
Employee Benefits - Public Svc.	\$30,966	\$35,952	\$4,986	\$67,001		\$67,001	\$67,001
Employee Benefits - Maintenance	\$176,136	\$242,380	\$66,244	\$421,363		\$421,363	\$421,363
Employee Benefits - Inst. Support	\$871,270	\$594,778	(\$276,492)	\$1,287,608		\$1,287,608	\$1,287,608
Total Employee Benefits	\$2,466,027	\$2,488,708	\$22,681	\$4,593,919		\$0	\$4,593,919



MEMO

TO: Lake Land College Board of Trustees
FROM: Christi Donsbach, Executive Director for College Advancement
CC: Dr. Josh Bullock, President
DATE: February 21, 2022
RE: John Deere Gift-in-Kind

The Foundation office has received recent notification of a gift in kind donation from John Deere & Company of new engines totaling \$38,959.66. This gift will be received by the Foundation, thanks to Russell Neu, Technology Instructor for John Deere. The equipment will be used for educational purposes for students in the John Deere Tech Program.

I respectfully request the Board of Trustees move to accept this donation from the Lake Land College Foundation on behalf of the John Deere Tech Program.

Gift-in-Kind Certification

(Approval by all parties must be obtained before gift is accepted)

Donor's Name _____ Organization _____

Address _____ City _____ State/Zip _____

Telephone _____ Fax _____

Donor's Estimated Value \$ _____

Gift-in-Kind Description: (Please describe in detail)

Description _____

Location of Item _____ Transportation Cost _____

Vehicle Year: _____ Make: _____ Model: _____ VIN: _____

Unit Receiving Gift _____ Donor intent/restrictions _____

Gift Usage Plan:

Use/holding/Maintenance (including operating/storage cost) _____

Sale/disposition of gift (including cost) _____

By signing this form the donor attests that they are relinquishing rights to said property

Donor Signature: _____ Date: _____

Note: Gift receipts do not reflect the dollar value of the contribution. Under mandated Internal Revenue Service guidelines, this valuation responsibility is left to the donor.

CERTIFICATION BY RECEIVING OFFICIAL

I certify that the above is an accurate description of a gift-in-kind made to the Lake Land College Foundation, Inc. on the date listed above. *Title must be attached if gift is a vehicle. If the College deems this gift to be unsatisfactory or unacceptable and declines to accept this item, then attach a description of the Foundation's final disposition of the gift.*

Gift Receiver _____ Date _____

ACADEMIC/FOUNDATION REVIEW

Division Chair _____ Date: _____

Vice President _____ Date: _____

Foundation CEO _____ Date: _____

Foundation Treasurer _____ Date: _____

FOUNDATION REVIEW/APPROVAL

The signatures below indicates by the Foundation of the gift as described and the transfer to and accepted by the College for said gift, including maintenance costs, if applicable. The date of transfer will be the date of the Lake Land College Board of Trustees' approval.

Foundation President _____ Date: _____

BOARD OF TRUSTEE APPROVAL

Lake Land College President _____ Date: _____

Board of Trustees of Community College Dist. 517 _____ Date: _____

LAKE LAND COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Greg Nuxoll, Vice President for Business Services
CC:
DATE: March 1, 2022
RE: Surplus Equipment

Below are items that have become surplus from the Agriculture Department. They are obsolete and have little value to the college:

- Kinzie Seed Boxes
- Precision Finger-Pickup Corn Meters
- Kinzie Brush Soybean Meters
- KPM II monitor with harness and seed tubes for the Kinzie 3000 series planter

As with past surplus items, we will seek the best financial route to follow in disposing of these items. Those routes could include sales to individuals, auction house consignment, and/or wholesale purchasers.

I recommend declaring these items as surplus materials and seek authorization to dispose of these items in a manner most beneficial to the college.



MEMO

TO: Lake Land College Board of Trustees

FROM: Dr. Jonathan Bullock, President

DATE: February 21, 2022

RE: Reemployment or Non-reemployment Recommendations for Tenured and Non-tenured Faculty Members for 2022/2023 Academic Year

All performance evaluations have been completed for faculty by the Division Chairs and by the appropriate Vice President. Based upon the results of the Vice Presidents' recommendations and extended conversations with them, I recommend reemployment of the following faculty members:

<u>First Year Non-Tenure</u>	<u>Division</u>
Katelyn Bloemer	Allied Health
Cody Marler	Math and Science
Jameson Neff	Math and Science
Amber Niebrugge	Counseling
Lisa Shumard-Shelton	Student Life
Samantha Webster	Business

<u>Second Year Non-Tenure</u>	<u>Division</u>
Jessica Byers	Allied Health
Brent Curry	Agriculture (Spring 2021 Hire)
Kristine Marler	Business
Bethany Workman	Allied Health

<u>Third Year Non-Tenure</u>	<u>Division</u>
Nicki Amigoni	Allied Health (Spring 2020 Hire)

<u>Fourth Year Tenure</u>	<u>Division</u>
David Chambers	Social Science and Education
Mackenzie Floyd	Allied Health
Sarah Harley	Math and Science
Tarah Haskenherm	Allied Health
Hayden Wilder	Agriculture

<u>Continued Tenure Status</u>	<u>Division</u>
Iffat Ali	Math and Science
Daniel Allen	Math and Science
Lara Bacino Althaus	Social Science and Education
Dyke Barkley	Agriculture
Cheryl Beam	Allied Health
Michael Beavers	Technology
Judy Bennett	Humanities and Communication
Jodi Birdwell	Humanities and Communication
Tara Blaser	Humanities and Communication
Haylee Brandt	Allied Health
Andrea Bright	Counseling
Dewayne Brown	Vandalia Correctional Center
Bryan Burrell	Counseling
Krista Burrell	Counseling

Dion Buzzard	Technology
Greg Capitosti	Math and Science
John Carpenter	Business
Michael Ben Cohan	Humanities and Communication
Madison Dailey	Social Science and Education
Marc DalPonte	Math and Science
Kathleen Daugherty	Business
Kimberly Davis	Social Science and Education
Angela Davison	Business
Laura Deters	Allied Health
Suzett Doty	Math and Science
Danielle Downs	Financial Aid and Veteran Services
Lisa Earp	Business
Timothy Flowers	Vandalia Correctional Center
Kay Foreman	Allied Health
Joshua Fulk	Technology
Andy Gaines	Social Science and Education
John Gentry	Technology
Tisha Goad	Allied Health
Matt Greider	Social Science and Education
Neal Haarman	Technology
Karla Hardiek	Allied Health
Emily Hartke	Counseling
Elizabeth Hartrich	Allied Health
Sarah Hill	Library
Kristen Holsapple	Allied Health

Shannon Hood	Allied Health
Salisa Hortenstine-Olmsted	Humanities and Communication
Brenda Hunzinger	Math and Science
Charles Jarrell	Social Science and Education
David Johnson	Social Science and Education
Bambi Jones	Math and Science
Nichole Jones	Allied Health
Kris Kersey	Technology
Tynia Kessler	Business
Leo Kitten	Technology
Ty Knebel	Vandalia Correctional Center
Matt Landrus	Humanities and Communication
Jon Lebold	Business
Gary Lindley	Technology
Katie Lotz	Social Science and Education
Brian Lynch	Social Science and Education
Brian Madlem	Technology
Jennifer Melton	Counseling
Claire Miller	Math and Science
Kevin Miller	Technology
Nathan Miller	Vandalia Correctional Center
Martha Mioux	Allied Health
Tina Moore	Career Services
James Munger	Business
Rakhasha Nasseripour	Math and Science
Russell Neu	Agriculture

Robert Newell	Humanities and Communication
Mark Niemerg	Agriculture
Heather Nohren	Counseling
Maria Nohren	Allied Health
Ikemefuna Nwosu	Math and Science
Ryan Orrick	Agriculture
Katie Parrish	Social Science and Education
Cynthia Phipps	Business
Cassandra Porter	Allied Health
Gregory Powers	Humanities and Communication
Anthony Reinhart	Agriculture
Casey Reynolds	Humanities and Communication
Scott Rhine	Business
Laura Rincker	Math and Science
Eva Ritchey	Humanities and Communication
Matthew Rodgers	Agriculture
M. Shane Rogers	Social Science and Education
Mike Rudibaugh	Math and Science
Marcy Satterwhite	Business
David Seiler	Social Science and Education
Kimberly Smithenry	Allied Health
Erin Swingler	Allied Health
Edward Thomas	Humanities and Communication
Joe Tillman	Technology
David Turnbull	Math and Science
Tanille Ulm	Social Science and Education

Beulah Uphoff	Allied Health
Lori Walk	Technology
Tara Veach Watson	Humanities and Communication
Jeff White	Math and Science
Ryan Wildman	Agriculture
Molly Yeske	Allied Health

MEMO

TO: Dr. Josh Bullock, President
FROM: Jon Althaus, Vice President for Academic Services *JUA*
DATE: February 21, 2022
RE: Appointment of Division Chairs

I respectfully request the appointment of the following individuals to serve as division chairs for the 2022/2023 Academic Year.

Ryan Orrick	Agriculture Division
Erin Swingler	Allied Health Division
Tynia Kessler	Business Division
Salisa Hortenstine Olmsted	Humanities and Communications Division
Mike Rudibaugh	Math/Science Division (Effective July 1, 2022)
Charles Jarrell	Social Science and Education Division
Michael Beavers	Technology Division

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: March 2, 2022

RE: Approval of Bid for Purchase of Forklifts

The College recently solicited bids for one or two forklifts (Alternative 1 and/or Alternative 2) for the Department of Corrections Warehousing Program at the Hill Correctional Center.

For the bidding process, we advertised in major daily in-district newspapers and on the College's Facilities website, and mailed the specifications to area contractors. Below is a listing of the bids that were received:

<u>Name</u>	<u>Sit-Down Forklift (Alternative 1)</u>	<u>Stand-Up Forklift (Alternative 2)</u>	<u>Total Bid</u>
Hupp ToyotaLift Peoria, Illinois	\$39,875	\$45,785	\$85,660

Based on the bids received, it is my recommendation that we award this bid to Hupp ToyotaLift, of Peoria, Illinois, for both Forklifts.

Please do not hesitate to contact me if you have any questions or need any further clarification.

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: March 2, 2022

RE: Approval of Bid for Purchase of Forklifts

The College recently solicited bids for one or two (Alternative 1 and/or Alternative 2) forklifts for the Department of Corrections Warehousing Program at the Sheridan Correctional Center.

For the bidding process, we advertised in major daily in-district newspapers and on the College's Facilities website, and mailed the specifications to area contractors. Below is a listing of the bids that were received:

<u>Name</u>	<u>Sit-Down Forklift (Alternative 1)</u>	<u>Stand-Up Forklift (Alternative 2)</u>	<u>Total Bid</u>
Hupp ToyotaLift Peoria, Illinois	\$39,875	\$45,785	\$85,660

Based on the bids received, it is my recommendation that we award this bid to Hupp ToyotaLift, of Peoria, Illinois, for both Forklifts.

Please do not hesitate to contact me if you have any questions or need any further clarification.



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: March 7, 2022

RE: Professional Services Agreement for Upchurch Group, Inc. as part of Capital Development Board Project 414-9-9 – Resurfacing of Parking Lot A

The Capital Development Board approved and awarded funds to the College to reconstruct and resurface Parking Lot A, the lot to the North of Neal Hall and east of the Fieldhouse. The total expected project cost is \$2,300,000 with the state funding \$1,725,000 and the College funding \$575,000. Project number 414-9-9 is expected to be completed as early as Fall 2022 or as late as Spring 2023.

The Upchurch Group, Inc. of Mattoon, IL was awarded the engineering and design work for the project by the Capital Development Board.

In late 2021, representatives from the Capital Development Board, Upchurch Group, Inc. and the College met on Campus for an initial planning meeting on the project which included walking the Parking Lot A and discussing various aspects of the project.

The professional services agreement covers architectural and engineering services commencing with preparation of Construction Documents (plans, specifications), and continuing with bid phase, construction administration and construction closeout services. The architectural and engineering fees associated with this agreement amount to \$183,400. We need approval of this agreement to start the actual design work for the project.

I respectfully ask the Board to approve this professional services agreement with the Upchurch Group, Inc. as part of the CDB Parking Lot A project, project number 414-9-9.

State of Illinois
CAPITAL DEVELOPMENT BOARD

PROFESSIONAL SERVICES AGREEMENT

Project Number	810-058-033
Contract Number	22031710
Total Contract Amount	\$183,400.00
Professional Liability Insurance Amount	\$500,000.00

AGREEMENT, entered into by the parties on the date last signed below on signature page,

Between the

CAPITAL DEVELOPMENT BOARD

of the

STATE OF ILLINOIS ("CDB")

Principal Office and
Place of Business Located at

And

The Upchurch Group, Inc.

123 N 15th Street
Mattoon, IL 61938

Hereinafter referred to as
("Architect-Engineer" or "A/E")

For the following Project(s)

Replace Parking Lot A
Lake Land College - Mattoon,
Coles County

For the use and benefit of

Illinois Community College Board

Hereinafter referred to as the
("Using Agency" or "User")

CDB 414-9-9

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	2
ARTICLE 2	A/E'S RIGHTS AND RESPONSIBILITIES	3
ARTICLE 3	CDB RIGHTS AND RESPONSIBILITIES	5
ARTICLE 4	COMPENSATION AND PAYMENT	5
ARTICLE 5	INSURANCE REQUIREMENTS	8
ARTICLE 6	TERMINATION AND SUSPENSION OF THE AGREEMENT	10
ARTICLE 7	GENERAL PROVISIONS	11
ARTICLE 8	ALTERNATIVE DISPUTE RESOLUTION (ADR)	12
ARTICLE 9	STATUTORY REQUIREMENTS	13
ARTICLE 11	PROJECT BUDGET AND ESTIMATING	15
ARTICLE 12	DESIGN PHASE	16
ARTICLE 13	BIDDING PHASE.....	18
ARTICLE 14	CONSTRUCTION PHASE	20
ARTICLE 15	COMMISSIONING	24
ARTICLE 16	PROJECT CLOSEOUT PHASE	25
ARTICLE 17	DECLARATIONS AND CERTIFICATIONS	26

APPENDIX A COMPENSATION RATES & SCHEDULES

APPENDIX B CONSULTANTS

APPENDIX C STANDARD CERTIFICATIONS

APPENDIX D STANDARD DISCLOSURES

PROJECT SCOPE STATEMENT

STANDARD CONDITIONS

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No (Forms A)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

ARTICLE 1 DEFINITIONS

- 1.1 **Addendum.** A supplement to the bidding documents, issued prior to the bid opening, for the purpose of clarifying, correcting or otherwise changing the bidding documents previously issued.
- 1.2 **Agreement.** The agreement is composed of these documents:
- A. Professional Services Agreement and Appendices
 - B. Standard Documents for Construction
 - C. Supplement to SDC and SDC-CM dated November 2020
 - D. Design and Construction Manual
 - E. Supplement to DCM dated November 2020
 - F. Program Statement and/or Scope of Work Attachment
 - G. Any Approved Modifications to the Agreement
- 1.3 **Architect.** Architect means a person who is licensed as an architect by the Department of Financial and Professional Regulation, State of Illinois.
- 1.4 **Architect Engineer (A/E).** The Architect/Engineer (A/E) is the firm, and its consultants, that prepare the bidding documents and have certain construction phase duties under contract to CDB. For certain projects, CDB may use staff to prepare the bidding documents and will act as the A/E.
- 1.5 **Assigned Contractor.** An assigned contractor is a contractor who has been assigned to the coordinating contractor for the limited purposes of scheduling and coordination of the work. This assignment is limited and CDB retains certain rights of the contract.
- 1.6 **Change Order.** A change order is a written change in a contract term, other than as specifically provided for in the contract, which authorizes an addition, deletion or revision in the work or necessitates any increase or decrease in the cost of the contract or the time to completion.
- 1.7 **Modification.** A modification is a written change order to a professional services agreement.

- 1.8 **Contractor.** The contractor is any individual, firm, partnership, corporation, joint venture or other entity who has entered into a prime construction contract with CDB.
- 1.9 **Coordinating Contractor.** The designated contractor for the project to whom CDB may assign limited administration of the other contracts.
- 1.10 **Direct Wage Expense (DWE).** Actual hourly wages paid employees, exclusive of statutory and fringe benefits, personal and/or performance/profit bonuses.
- 1.11 **Engineer.** Engineer means a person who is licensed as a professional engineer or a structural engineer by the Department of Financial and Professional Regulation, State of Illinois.
- 1.12 **Subcontractor and Suppliers.** A subcontractor is any individual, firm, partnership, corporation, joint venture, or other entity, other than the contractor, who furnishes any goods or services of any kind under a subcontract entered into with a construction contract with CDB's prime contractors. This legal definition shall govern in general, but various contract Articles herein shall distinguish between a subcontractor and a supplier. In those cases, a subcontractor is a business entity that has responsibility for a portion of the work that includes onsite installation labor. Suppliers are business entities that furnish only goods produced off site which will be incorporated into the work by others. The clause on change orders and others makes such a distinction.
- 1.13 **Consultant.** A consultant is any individual, firm, partnership, corporation or other entity that enters into an agreement with the A/E firm contracting with CDB for purposes of fulfilling, or assisting the A/E in fulfilling the services required by this agreement between the A/E and CDB.
- 1.14 **User or Using Agency.** State agency or governmental entity benefiting from the project improvement that will occupy and/or operate the facility, equipment, etc.
- 1.15 **Moveable Equipment.** Equipment that is not fixed to the building structure and/or is not permanently wired or plumbed in. Moveable equipment is not designed by the A/E nor installed by the Contractor(s). A budget amount for moveable equipment may be included in the total project funding, but that amount will not be included in the Construction Budget and shall not be used in the calculation of the Basic Services Fee.
- 1.16 **Work.** The work comprises the complete construction required by the contract documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.
- 1.17 **Substantial Completion.** A condition which occurs when CDB accepts the certification of the A/E that construction is sufficiently complete in accord with the contract documents such that the project, or a designated portion thereof, may be occupied or utilized by the Using Agency for its intended purpose.
- 1.18 **Final Acceptance.** A condition which occurs when CDB accepts the certification of the A/E that the contractor has complied with all requirements of its contract, and that the contractor is authorized to receive final payment in full, including all retainage.

ARTICLE 2 A/E'S RIGHTS AND RESPONSIBILITIES

- 2.1 **A/E's Principal in Charge.** The A/E shall designate a principal in charge for the agreement. CDB shall address all questions and concerns about this agreement and the A/E's performance of its duties of the agreement to the A/E's principal in charge.
- 2.2 **Federal and State Laws.** All applicable Federal and State laws and the rules and regulations of all authorities having jurisdiction over the design of the project shall apply to the agreement

- throughout, and they will be deemed to be included in the contract the same as though written therein in full.
- 2.3 **Project Codes, Standards and Regulations.** The A/E shall prepare the bidding documents in accordance with the CDB Design and Construction Manual.
- 2.4 **Building Codes.** The A/E shall design the project in substantial compliance with the building code requirements in the CDB Design and Construction Manual. The design shall be prepared in accordance with all applicable codes and standards in effect at the time bidding documents are issued. All requests for deviation shall be documented by the A/E in writing and subject to approval by CDB.
- 2.5 **Legal Responsibility.** Notwithstanding any other provision herein, the A/E shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The A/E shall be responsible for the performance of persons retained by the A/E and states that its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to properly perform their duties.
- 2.6 **Standard of Project Quality.** The A/E shall exercise professional expertise and judgment in establishing a standard of quality appropriate for each project and its budget. The standard shall be communicated to CDB and the Using Agency early in the design process for review.
- 2.7 **A/E's Consultants.** The A/E shall employ, and be contractually responsible for, all consultants necessary for the performance of the services herein described and be required to complete the project scope. Professional consultants shall be pre-qualified in their respective professions with CDB. The A/E shall complete and submit Appendix B to the agreement listing all consultants to be used on the project. A/E shall include in Appendix B, all consultants as listed on CDB Form 255. Exceptions to this requirement may be requested by the A/E in writing and addressed to the CDB Administrator of Contract Administration for consideration.
- 2.8 **Construction Supervision.** The A/E shall not be responsible for construction means, methods, techniques, sequences, procedures, supervision or for safety precautions and programs in conjunction with the project or work thereon.
- 2.9 **Contractor Performance Evaluation.** The A/E will, at the completion of construction and as requested by the CDB Project Manager (PM), prepare an evaluation of each contractor's performance.
- 2.10 **Defaulting Contractor.** The A/E, in the event of default by any contractor, agrees to work in concert with CDB and the surety for the defaulted contractor to ensure completion of the contract. The A/E may be entitled to additional compensation for services provided in assisting CDB in completion of the defaulted contract.
- 2.11 **Redesign.** Should the lowest responsible competitive bid obtained on any contract be in excess of the final detailed statement of probable construction costs, to the extent that CDB elects not to award the project, CDB may request the A/E, in consultation with CDB, redesign and re-bid the project within the statement of probable construction costs at no additional compensation including miscellaneous expenses such as bid document printing and postage. However, should CDB elect not to redesign, the A/E shall not lose its right to compensation in accordance with Article 6.
- 2.12 **Addenda and Change Orders.** Upon notice or discovery, and as directed by the CDB PM, the A/E shall perform the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. This service shall be performed without additional compensation.

- 2.13 **Project Schedule.** The project schedule is included in the agreement as shown on Appendix A. The A/E will be required to maintain the schedule without delay. Changes to the schedule will be by written modification duly executed by both parties.

ARTICLE 3 CDB RIGHTS AND RESPONSIBILITIES

3.1 Project Manager.

- A. CDB will designate a PM for the project who shall be CDB's primary representative in the administration of this agreement. The A/E will report to the PM.
- B. The CDB PM shall be the liaison between the A/E and the Using Agency. All correspondence between the A/E and the Using Agency shall be communicated to the PM.

- 3.2 **CDB Review.** CDB shall have the right to review and accept the A/E's submittal of the respective phases of design services for conformance with the provisions of this agreement and to require a written response to all questions raised regarding such services. CDB's review and any acceptance of the A/E's submittal does not relieve the A/E of its responsibilities.

- 3.3 **Interpretation of Agreement.** CDB shall have the authority to determine questions of fact that arise in relation to the interpretation of this agreement and the A/E's performance hereunder. However, such determinations, except terminations of the contract, are subject to alternative dispute resolution (ADR) as described herein. Unless the parties agree otherwise, such determinations and/or mediation procedures shall not be cause for delay of the performance of this agreement. The A/E shall proceed diligently with the performance of this agreement and in accordance with CDB's decision whether or not the A/E or anyone else has an active claim pending. Continuation of the performance of this agreement shall not be construed as a waiver of any rights accruing to the A/E.

- 3.4 **Error/Omission Change Order Policy.** CDB reserves the right to recover from the A/E all or a portion of the costs associated with change orders issued to correct errors or work omitted in the construction documents prepared by the A/E. Consequential damages, including any delay of work or damages incurred by other parties due to errors and omissions may be included in the recovery.

- 3.5 **Ownership, Dissemination and Publication of Documents.** The drawings, specifications, reports, renderings, models, electronic media and all such other documents to be prepared and furnished by the A/E pursuant to this agreement, including the copyrights, shall be the property of CDB. All documents listed above may be issued for informational purposes without additional compensation to the A/E. The A/E is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided.

- 3.6 **A/E Performance Evaluations.** CDB will evaluate the performance of the A/E at the completion of the design and construction phases or as deemed appropriate. CDB may also request the Using Agency or contractors to evaluate the A/E. The A/E has the right to review and respond to its performance evaluations.

ARTICLE 4 COMPENSATION AND PAYMENT

- 4.1 **Appendix A.** An attachment to the agreement that delineates the compensation to the A/E for the various services agreed upon and establishes the project schedule. Each compensation amount or reimbursable budgets established will be exclusive for that service only and shall not be used for other services without written modification duly executed by both parties per [Article 4.3](#).

- 4.2 **Basic Services Fee.** As compensation for design, bidding, construction and close-out phase services under the agreement, the A/E shall receive the basic services fee as set forth in Appendix A.
- A. **Design Phase Compensation.** Progress payments shall be paid to the A/E upon successful completion of each level. Progress payments proportional to the percentage of completion of services may be made monthly. To be eligible for monthly progress payments, A/E shall submit evidence of services completed that is acceptable to the CDB PM.
 - B. **Bidding Phase Compensation.** This compensation is payable upon completion of the analysis of bids received and submittal of acceptable electronic and paper bidding documents to CDB. Compensation for services performed in this phase is payable to the A/E regardless of CDB's ability to award the project based on bids received as compared to available funds.
 - C. **Construction Phase Compensation.** Progress payments will be paid to the A/E in installments proportional to the percentage of construction completed.
 - D. **Project Closeout Phase Compensation.** This compensation is payable in one lump sum payment upon completion of all contracted services as set forth in Article 16, (Project Closeout Phase), except the requirements set forth in Article 16.7, (Nine Month Inspection), are not required to be completed as a pre-requisite for full payment. In circumstances of protracted duration of the closeout phase through no fault of the A/E, the A/E may petition the CDB PM for partial compensation for services completed.
 - E. The expense of administering subcontracts shall be considered a basic service.
- 4.3 **Changes in Contract Scope or Compensation**
- A. Changes to the contract may only be made by written modification duly executed by both parties.
 - B. A/E will not perform any work outside the written scope of work or any work reflecting a scope change (as described in [Article 4.4](#)) until a written modification pertaining to same has been executed.
 - C. Reimbursables (including on-site observation) may only be expended per the line-item description and amount listed on Appendix A. No reimbursable work may be authorized or paid for in excess of the individual line item amount or for work other than the individual line item description.
 - D. Upon receipt of the A/E's final payment application and in accordance with [Article 16.8.C](#), CDB shall be permitted to make final adjustments to the budgetary values indicated on lines B., E. and F. on Appendix A to reflect actual expenditures without written modification duly executed by the contracting parties.
- 4.4 **Changes in Scope and Funding.** Should CDB elect to change the project scope to the extent that services to be performed by the A/E are substantially altered, then CDB and the A/E will negotiate an equitable adjustment in the A/E's compensation per Article 4.3.
- A. Changes to design requested or approved by CDB in the preparation of the bidding documents may be compensable as additional services if the requested change adds services or requires revisions to previously accepted documents.
 - B. Supplemental funding of a project shall not be cause for additional compensation without substantial modification to the scope of work or scope of A/E services.
- 4.5 **Contract Administration Fee.** The Contract Administration Fee (CAF) is three percent (3.0%) of the basic services fee plus all additional services fees rounded down to the next hundred dollars as shown on Appendix A. The full amount of this Fee shall be invoiced by the A/E on the initial progress payment request. Prior to the approval of the second progress payment request and no later than 20 calendar days after receipt of the warrant for the initial payment request, the A/E

- shall direct to the Office of Fiscal Management of CDB, a check or money order made payable to CDB in the amount of the CAF. Additional CAF imposed as a result of an increase of basic services and/or additional services fees shall be invoiced in the first subsequent pay request and paid to CDB as stated above.
- 4.6 **Additional Services.** The A/E shall provide additional services germane to the agreement when authorized by CDB in writing. Compensation, as agreed to and set forth in such authorization, will be based on a negotiated lump sum fee. Payment for additional services shall be made upon completion of the services or as otherwise agreed upon in writing with CDB.
- A. At CDB's option, compensation may be based on a negotiated not-to exceed fee payable at DWE times the overhead and profit multiplier rate shown on Appendix A. Evidence of DWE and time expended shall be furnished to receive payment.
 - B. Change orders which alter the project scope shall, with prior approval of the PM, be prepared and processed as additional services.
- 4.7 **On-Site Representative Compensation.** Appendix A indicates the allowance for on-site compensation. A/E must provide site visit reports to receive compensation as set-forth herein. Should the A/E anticipate a need for additional on-site compensation, a written request for said expenses shall be submitted to CDB for review in a timely fashion. No additional on-site observation beyond that authorized in the contract shall be done until a modification has been executed per Article 4.3.
- A. The A/E shall be reimbursed the actual direct wage expense (DWE) of the approved on-site representative times the overhead and profit multiplier indicated in Appendix A. Proof of the on-site representative's DWE shall be submitted with the applicable pay requests.
 - B. Full-time, on-site representatives (5 days/week) shall not be reimbursed for travel time. Part-time on-site representatives may bill up to a maximum of three hours per day of actual travel time to and from the project site at their DWE rate times the overhead and profit multiplier indicated in Appendix A.
- 4.8 **Reimbursable Expenses.** The A/E shall be reimbursed for actual costs of each reimbursable service as set forth in Appendix A. Unless approved in writing by CDB, no mark-up will be allowed. The A/E shall provide evidence of an authorized expense when requesting any reimbursement. Should the A/E require additional reimbursable expenses or wish to change the allocation of funds assigned to the individual reimbursable line items in Appendix A, a written request for said change shall be submitted to CDB for review in a timely fashion. No reimbursable work shall be authorized or expenditure made until a modification has been processed per Article 4.3.
- 4.9 **Withholding of Payments.**
- A. CDB may withhold payments, in whole or in part, for a material breach of the agreement, including but not limited to, the A/E's failure to perform services or meet the schedule, design errors or omissions, failure to pay consultants and failure to adhere to terms of this agreement.
 - B. Pursuant to 15 ILCS 405/10.05, CDB reserves the right to withhold payments as a set off when the A/E is liable to CDB in connection with any agreement, past or present, that the A/E has performed for CDB.
 - C. CDB will notify the A/E in writing and in accordance with the Prompt Payment Act or the offset provisions (if applicable) when any payments are withheld. In the event of any

withholding, CDB will promptly investigate the facts and will make payments when the grounds for withholding have been removed.

- 4.10 **Pay Request.** A/E requests for compensation shall be in accordance with Appendix A of the agreement and as described in this section.
- 4.11 **Performance of Services.** Payments of the Basic Services fee are based, in part, on the assumption that the entire contracted scope of services will be performed. If the entire contracted scope of services is not performed by the A/E, then CDB reserves the right to recoup monies in order to achieve a fair and reasonable compensation.

ARTICLE 5 INSURANCE REQUIREMENTS

- 5.1 **General.** The A/E shall purchase and maintain insurance coverage as set forth herein for the life of the agreement. CDB shall exercise sole discretion to determine the acceptability of the A/E's insurance carriers as of the time of contract execution. Subsequent to execution, if the A/E chooses to change carriers, CDB approval is required. Subsequent to execution, if CDB requires the A/E to change carriers due to an erroneous acceptability determination, the additional cost of the change shall be borne by CDB.
- 5.2 **A/E's Duty to Maintain Insurance.** The A/E shall have the duty to confirm that the terms of all insurance comply with the agreement. No action or failure to act on the part of CDB shall constitute a waiver of any requirement.
- 5.3 **Failure to Maintain.** If CDB determines at any time that the insurance does not meet the requirements, this shall constitute a material breach of the agreement and CDB shall provide prompt notice to the A/E and, in its sole discretion, may take measures to protect itself and the public from the effect of the A/E's breach.
- 5.4 **Evidence of Insurance.**
- A. The A/E shall file with CDB evidence of complete coverage of all insurance required with the original signature of the insurance company's authorized agent. Fax copies will be accepted:
 1. A binder or certificate of insurance, or
 2. The complete insurance policy.
 - B. The agreement will not be executed until acceptable evidence of coverage is on file with CDB. The A/E shall, at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. CDB may stop payment to the A/E if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of CDB to receive policies or certificates or to demand receipt be construed as a waiver of the A/E's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.
 - C. The Certificates of Insurance shall include CDB and the Using Agency as additional named insureds for occurrences arising, in whole or part, out of the work and operations performed. This does not apply to Workers Compensation and Professional Liability policies.

5.5 General Liability Insurance Requirements.

A. Comprehensive Automobile Liability.

1. Required minimum insurance coverages. The policy shall cover owned, non-owned and hired vehicles.
 - a. \$ 500,000 Bodily Injury Per Person
 - b. \$1,000,000 Bodily Injury Per Occurrence
 - c. \$ 500,000 Property Damage Per Occurrence
 - d. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified.

B. Commercial General Liability. Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability, and contractual obligations. Coverage shall not be excluded because of the A/E's negligence.

1. The general aggregate limit shall be endorsed on a per project basis.
 - a. \$1,000,000 Bodily Injury Per Person
 - b. \$1,000,000 Bodily Injury Aggregate Limit
 - c. \$ 500,000 Property Damage per Occurrence
 - d. \$1,000,000 Property Damage Aggregate Limit
 - e. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and, in the same aggregate limit, will be accepted in lieu of the separate limits specified above.

C. Umbrella or Excess of Loss Coverage. If the limits specified in Article 5.5.A and 5.5.B are not met, an Umbrella or Excess Liability policy of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages is acceptable.

5.6 Worker's Compensation Requirements.

A. Statutory Requirement. Worker's compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

B. The A/E may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the A/E shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

C. Employers Liability

- | | | |
|----|-----------------------|-----------|
| 1. | Each accident | \$500,000 |
| 2. | Disease-policy limit | \$500,000 |
| 3. | Disease-each employee | \$500,000 |

D. The worker's compensation insurance carrier, or self insurance service agency where applicable, shall certify that, to the best of its knowledge, the A/E has properly reported wage and workforce data and made premium payments in compliance with Illinois' rates and worker classifications.

- 5.7 **Professional Liability Insurance Requirements.** Professional liability insurance shall cover the A/E against claims the A/E may become obligated to pay arising out of the performance of the A/E under the agreement and caused by any error or omission of the A/E or of any person employed by the A/E, or any others for whom the A/E is liable. The limit amount of the insurance shall be on a per claim basis.
- A. The required coverage is stated in the agreement.
 - B. If project funding increases, the required coverage amount may be increased by modification.

ARTICLE 6 TERMINATION AND SUSPENSION OF THE AGREEMENT

- 6.1 **Suspension.** CDB may suspend this agreement upon written notice. With any suspension of at least 12 months, the agreement will be subject to renegotiation. The A/E shall be paid for services performed prior to the suspension plus any reimbursable expenses then due.
- 6.2 **Termination for Convenience of the State.** CDB may terminate this agreement on ten (10) calendar days written notice to the A/E for the best interest of the State of Illinois. The A/E shall deliver to CDB all drawings, specifications, reports, models, electronic media and all such other documents to be prepared and furnished by the A/E in the performance of services under this agreement, whether complete or in progress, within a time prescribed by CDB in writing. The A/E shall be compensated for services performed prior to the termination date plus any reimbursable expenses then due and other reasonable and unavoidable non-labor costs. Notwithstanding this, payments for work performed made previous to the termination are based on the assumption that the entire contracted scope of services will be performed. CDB reserves the right to recoup any or all previous payments, and the right to deduct from the payments then or thereafter due the A/E, in order to establish a fair and reasonable amount of final compensation.
- 6.3 **Availability of Appropriation; Sufficiency of Funds.** This agreement is contingent upon and subject to the availability of sufficient funds. CDB may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this agreement have not been appropriated or otherwise made available to CDB by the State or the Federal funding source, (ii) the Governor or CDB reserves funds, or (iii) the Governor or CDB determines that funds will not or may not be available for payment. CDB shall provide notice, in writing, to the A/E of any such funding failure and its election to terminate or suspend the contract as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice, unless otherwise indicated.
- 6.4 **Termination for Cause.** If the A/E fails to perform any of its obligations under this agreement, CDB may, after ten (10) calendar days written notice during which period the A/E fails to perform such obligations, terminate the agreement. This shall be without prejudice to any other remedy CDB may have. CDB reserves the right to recoup any or all previous payments, or deduct from payments due the A/E, then or thereafter, for the cost of correcting such deficiencies with a completing A/E and, including but not limited to, the cost of additional A/E services made necessary by such failure to perform. CDB may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the A/E. If CDB's expenses in completing the agreement exceed the unpaid balance or the agreement sum, the A/E shall pay the difference to CDB.
- A. Should CDB terminate the A/E after bidding and prior to completion of the project, CDB shall not waive any claim it may have as a result of errors or omissions, except that the terminated A/E shall not be liable for any changes to the documents made by another A/E contracted by CDB to complete the project.

- 6.5 **Contract Ending Date.** The agreement shall terminate on the contract ending date as shown on Appendix A. Changes to the contract ending date will be done by written modification duly executed by the contracting parties.

ARTICLE 7 GENERAL PROVISIONS

- 7.1 **Governing Law.** This agreement shall be governed by the laws of the State of Illinois.
- 7.2 **Severability of Clauses.** It is agreed that the illegality or invalidity of any term or clause of this agreement shall not affect the validity of the remainder of this agreement, and the agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.
- 7.3 **Waiver of Breach.** The waiver by either party of any breach of this agreement shall not constitute a waiver as to any other breach.
- 7.4 **Written Notice.** Written notice shall be deemed to have been given on the date of the postmark if sent through the U.S. Postal Service or other mail service, and on the date of transmittal if sent by fax or Internet E-mail. Any notice shall be sent to the last known business address of the recipient. If the intended recipient does not actually receive the notice, upon notice of same the sender must send a duplicate to the intended recipient within five days. When not actually received, timely notice must be established by the sender through competent evidence such as U.S. Postal Service records of registration, certification or certificate; or a fax machine-printed confirmation of receipt.
- 7.5 **Obligations Survive.** The obligations or duties imposed upon the A/E under the agreement shall survive any termination or closeout of the agreement.
- 7.6 **Successors and Assigns.** CDB and the A/E each binds itself, its partners, successors and assigns and legal representative to other party hereto and the partners, successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.
- 7.7 **Independent Contractor.** The A/E is an independent contractor and in providing its services under this agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of the agreement.
- 7.8 **Work of other Professional Service Firms and Contractors.** CDB reserves the right to execute other agreements in connection with the project.
- 7.9 **Indemnification.** The A/E hereby agrees to indemnify, keep and save harmless, CDB, the Using Agency and the State of Illinois and their respective board members, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorneys' fees which are the result of an error, omission or negligent act of the A/E or any of its employees or agents arising out of or resulting from the performance of service under this agreement, except where such is due to the active negligence of the party seeking to be indemnified. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.
- 7.10 **Non-Assignment.** The A/E acknowledges that CDB is induced to enter into this agreement by, among other things, the professional qualifications of the A/E. The A/E agrees that neither this agreement nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of CDB.

- 7.11 **Fair Employment Practice.** The A/E agrees in performing this agreement to comply with all statutory employment requirements, including, but not limited to, the provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.).
- 7.12 **Record Keeping and Right to Audit.** In accordance with 30 ILCS 500/20-65, the A/E shall maintain, for a minimum of three (3) years after the completion of the agreement, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the agreement. These records shall be available for the review and audit by CDB, the Auditor General, Chief Procurement Officer, or their designees. The A/E agrees to cooperate fully with any such audit and shall provide full access to all relevant materials. Failure to maintain the records required by this provision shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate records are not available, through some fault of the A/E, to support their purported disbursement. The A/E or consultant shall not impose a charge for audit or examination of the A/E's or consultant's books or records.
- 7.13 **Blank.**
- 7.14 **Confidentiality.** The A/E shall keep all information concerning the project confidential, except for communications incident to completion of the project between the CDB, the A/E, Using Agency, and the assigned contractors, and their independent subcontractors, suppliers, and sub-consultants, and except for publicity approved by CDB and communications in connection with filings with governmental bodies having jurisdiction over the design and construction of the project.
- 7.15 **Cooperation with CDB's Consultants.** The A/E agrees to cooperate with any consultant retained by CDB, but the A/E shall not be contractually responsible for such consultants.

ARTICLE 8 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- 8.1 **General.** Except as otherwise provided below, CDB will resolve disputes and its decision will prevail unless otherwise removed to a court of competent jurisdiction. Before any party files litigation it shall submit the dispute to ADR, and all parties and their subcontractors or agents who are involved in the dispute shall participate in the ADR. CDB expressly retains all rights under the Articles titled CDB Rights and Responsibilities and Termination and Suspension of the Agreement contained herein. CDB's exercise of its rights shall not be subject to ADR, but disputes concerning amounts due and owing are subject to ADR. Legal rights and remedies of any party that may be provided by law shall not be waived or tolled by participation in ADR, unless otherwise agreed in writing.
- 8.2 **Not a Cause for Delay.** CDB decisions or pending ADR shall not be cause for delay of the work. The A/E shall proceed diligently with the performance of this agreement and in accordance with CDB's decision whether or not the A/E or anyone else has an active claim pending. Continuation of the performance of this agreement shall not be construed as a waiver of any rights accruing to the A/E.
- 8.3 **Definitions.**
- A. **Dispute:** Any contested claim or matter growing out of the project or CDB's project contracts regarding payment or time for performance, but not including personal injury cases (including worker injuries), vehicle accidents, contractor-subcontractor matters in the nature of lien actions, employment matters, contract suspension or termination, contractor prequalification suspension, or any other action on prequalification.

- B. **Parties:** Parties to a dispute shall be defined broadly to include anyone who may have a stake in the dispute or whose participation is perceived as essential to resolution, whether or not there is a direct contractual relationship. Parties shall also include any other entity holding a contract with CDB whose performance of its contract relates in any way to the dispute or claim.
- C. **ADR:** ADR is a process conducted with the assistance of a neutral person or persons the parties agree is unbiased and qualified to understand the dispute and make the determinations that may be required. Forms of ADR that may be utilized include, but are not limited to, mediation, mini-trials, a dispute resolution board, or resolution through expert opinion, but do not include arbitration or binding decisions.
- 8.4 **Cooperation.** In the event that disputes arise, CDB and the A/E agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. Litigation shall be considered as a last resort to be employed only when ADR methods fail. At the request of any party to a dispute, regardless of dollar amount, CDB and the A/E agree to cooperate in resolution by first conferring with the other parties and by submitting the matter to ADR. CDB and the A/E agree that ADR shall be a condition precedent to filing a Court action or administrative proceeding seeking economic recovery greater than \$25,000. When ADR is utilized, the A/E and CDB agree to have in attendance a person with actual authority to resolve the dispute. When approval of CDB's Board is required, CDB personnel shall be exempt from the requirement but shall notify all concerned at the earliest possible time when it is apparent the Board approval will be required for ultimate resolution. If the parties to the dispute cannot agree on a form for ADR or a neutral to facilitate the ADR, then CDB shall make the determination and its determination shall be final.
- 8.5 **Sharing Expenses.** All parties to ADR shall share the expense of the neutral equally or on a pro rata basis if agreed. Individuals must bear their own costs such as travel expenses, attorney fees, or fees charged by consultant hired by the individual.
- 8.6 **Subconsultants.** The A/E shall require its subconsultants to agree to and be bound by this provision.
- 8.7 **Confidentiality.** All ADR procedures shall be strictly confidential. Neither statements made during the course of ADR nor documents generated for the purpose of ADR shall be discoverable in any subsequent litigation. In no event shall a mediator or other neutral party engaged to assist in ADR be deposed or called to testify in any subsequent litigation.

ARTICLE 9 STATUTORY REQUIREMENTS

- 9.1 **General.** The A/E shall comply with all State and Federal requirements governing the design of the project and this agreement. The A/E, in cooperation with CDB, shall review the project and determine if any of the statutory requirements apply.
- 9.2 **Federally Funded Projects.** Certain projects may be funded in full or in part with federal funds which may have specific restrictions. On federally funded projects, standards of the federal agency may supplement or take precedence. Special requirements for individual projects will be provided by the CDB PM.

ARTICLE 10 GENERAL SERVICES

- 10.1 **General.** The A/E shall provide the services indicated herein in accordance with the terms and conditions of the agreement.

- 10.2 **Design Criteria and Policies.** CDB has adopted certain design policies in force at the time of execution of this agreement that shall be incorporated into the A/E's basic services. A/E shall comply with all applicable design policies and submission requirements as set forth in the CDB Design and Construction Manual.
- 10.3 **Meetings.** The A/E shall be in attendance at, and record minutes of, all meetings required by this agreement throughout the course of the project as set forth herein. A/E shall distribute copies of meeting minutes to participants and other interested parties as directed by the CDB PM within seven (7) calendar days. A/E consultants shall attend each meeting as appropriate or as requested by the CDB PM.
- A. Orientation / Fee Negotiation
 - B. Design Submittal Review(s)
 - C. Pre-Bid
 - D. Pre-Construction
 - E. Construction Pay/Progress
 - F. Substantial Completion
 - G. Final Acceptance
- 10.4 **Monthly Progress Reports.** The A/E shall submit monthly progress reports of design/construction activities to the CDB PM. Failure to submit monthly reports may result in delay to A/E's progress payments. The report shall include:
- A. Activities completed and items pending since last report.
 - B. Projected progress.
 - C. Comparison of schedule and actual progress.
 - D. Decisions or information required.
- 10.5 **Site Surveys.** The A/E shall be required to provide or obtain surveys essential to the design and construction of the project as a basic service. A/E is responsible for obtaining its own benchmarks, location of utilities and topography information for establishing building and site improvements locations.
- 10.6 **Utility Agreements.** The A/E shall review each agreement between a public utility and the Using Agency to confirm that the proposed utility service capacity, equipment, entrance location(s) and routing path has been provided to meet the requirements of the project design. The A/E shall include all utility costs in the Proposed Project Cost Budget (PPCB) form at 100% design submittal.
- 10.7 **Permits.** When specifically directed by CDB, prior to the bidding phase, the A/E shall provide the local authority (or authorities, where more than one local authority has jurisdiction) with sufficient design documents as it may require for purposes of review and/or issuance of general building permits. A/E shall provide CDB with all review correction notices or comments issued by the local authority. When directed by CDB, A/E shall make corrections to the documents and resubmit to the local authority for review and/or issuance of permits.

A/E shall design to the standards necessary to receive permits from municipal, state and federal agencies having jurisdiction over any aspect of the project. (EPA, IEPA, Army Corps of Engineers, Water Reclamation Districts, etc.), and shall be responsible to submit for and obtain such permits.

- 10.8 **Application of Professional Seals.** Final technical reports and all bidding documents shall contain a legible seal, signature, date and license expiration date of the architect, structural engineer or professional engineer responsible for the document or under whose supervision the document was prepared.
- A. Drawings, including record drawings, shall be sealed in the prescribed manner above.
 - B. For project manuals and technical reports the seal shall be provided by the design professional responsible for the overall coordination of the project. If more than one design professional has responsibility for portions of the work, additional seals may be provided on the cover, or on a separate signature sheet immediately following the table of contents.
 - C. CDB will waive the requirement for professional seal for asbestos abatement projects prepared by a Certified Industrial Hygienist (CIH), providing the CIH binds a copy of its valid IDPH issued license in the Project Manual immediately after the Table of Contents and provides two additional copies of the license to the CDB PM.

ARTICLE 11 PROJECT BUDGET AND ESTIMATING

11.1 Project Budget.

- A. The project budget is the total funding available for the project. Any changes to the project budget will be issued in writing by the PM. The construction budget indicated on Appendix A is the funds available for construction. The Design Budget indicated on Appendix A represents ninety percent, (90%), of the construction budget. The Base Bid design cannot exceed the design budget unless authorized in writing by CDB.
- B. The A/E shall use the Proposed Project Cost Budget form (PPCB), to show the distribution of the project costs.

11.2 **Contingency Budget.** Ten percent, (10%), of the construction budget shall be set aside for the project contingency. When appropriate, CDB may permit the base bid to be designed up to 95 percent of the construction budget for selected projects.

11.3 **Alternate Bids.** The A/E shall prepare the bidding documents to include all elements of the work. When the base bid design clearly exceeds the design budget, the A/E shall evaluate the components of the design and move any portion not essential to the function of the project to an alternate bid. All alternate bids shall be clearly identified on the PPCB form.

- A. Alternate bids may not be included in the project without permission of the PM.
- B. The A/E shall develop in conjunction with the Using Agency and the PM, an order of priority to be used in awarding alternates.
- C. When the base bid design fully accomplishes the scope of work, alternate bids that enhance the base bid qualifies for additional service compensation.
- D. CDB may negotiate an adjustment to the construction phase services fee for services not rendered as a result of not awarding any alternate.

11.4 **Estimates.** Estimates of probable construction costs shall be prepared at each stage of the project design phase. The A/E shall submit these estimates with each review submittal. Itemized and detailed final estimates incorporating all addenda are required prior to the bid opening. CDB reserves the right to cancel the bid opening if the estimate is not submitted prior to the bid

opening. The A/E shall be responsible for all costs incurred including re-bidding for failure to comply with the provisions of this Article.

ARTICLE 12 DESIGN PHASE

12.1 Programming.

- A. A project scope statement will be supplied by CDB for projects with a simple or well-defined scope. The scope may contain background and justification for the project and quantification of work items contained in the project. The project scope statement will define the project budget.
- B. For new construction and major rehabilitation projects, CDB may provide a program statement describing proposed program activities, space requirements, and equipment needs.
- C. In the event a program statement is not provided by CDB and programming is required from the A/E, it will be considered as an additional service with compensation negotiated.

12.2 Moveable Equipment. The responsibility for specifying, purchase and installation of moveable equipment is that of the Using Agency and the Department of Central Management Services.

- A. The A/E shall cooperate by providing the Using Agency with dimensional, color finish, etc. information necessary to specify any equipment not included in the CDB project.
- B. A/E will be compensated with Additional Services for any design and specification related to moveable equipment requested by CDB beyond that described above.

12.3 Telecommunications, Technology and Audio/Visual. Telecommunications, technology and audio/visual equipment for State facilities generally falls under the jurisdiction of the Department of Innovation and Technology. The PM and Using Agency will instruct the A/E when/where outlets, conduits, wiring, etc. are to be included in the CDB project. Coordinate with Utility Company and other agencies.

12.4 Program Analysis.

- A. Review and coordinate the data contained in the project scope statement, consult with designated representatives of CDB and the Using Agency when required and visit the project site to obtain a thorough understanding of the existing conditions and the project.
- B. Provide a program analysis report containing the coordinated project scope supplemented by all other information necessary to form a complete basis for the project design. Including field verification of any information provided by CDB and the Using Agency.
 - 1. For remodeling projects, A/E shall provide a statement of the status of asbestos inspections and/or abatement. The A/E shall review the asbestos inspection report and/or management plan, where available, and note any possible disturbances of asbestos-containing materials as a result of the project. Provide a listing of the type and quantity of materials tested positive that will be disturbed. Note also, any materials listed as "assumed" to be positive for containing asbestos and indicate the quantity of samples proposed to be taken and sampled to verify the assumed condition. CDB Form 9 as provided in the CDB Manual for Statewide Asbestos Surveys (most current edition) is an acceptable format for this purpose.

2. Opinion of probable construction costs including asbestos abatement in scope itemization format. Include CDB CAF (3.0%), and 10% contingency budget.
 3. Estimated duration of project construction schedule including asbestos abatement.
- C. Resolve, in consultation with CDB and the Using Agency, any discrepancies in the project scope or budget prior to proceeding to the applicable design phase as set forth in the project schedule as indicated on Appendix A of the agreement.

12.5 Schematic Design.

- A. Based on the program analysis, A/E shall prepare up to three (3) design studies for review and consideration by CDB and the Using Agency. Design studies may include written descriptions and alternatives, drawings and other documents as appropriate.
- B. Cost estimates for each schematic design study shall be provided.
- C. Upon review and comment of the schematic design by CDB and the Using Agency, the A/E shall proceed to the applicable design level for one of the proposed designs as modified by any comment during the review.

12.6 Design Development.

- A. Prepare design development submittal based on the program analysis and accepted schematic design if included in the agreement. Submittal shall illustrate the resolution of all building and site elements.
- B. A/E shall not proceed beyond design development phase until provided with a written statement properly endorsed by CDB and the Using Agency signifying acceptance of the proposed design. Acceptance statement shall include all agreed upon revisions to the design submitted.

12.7 Bidding Documents.

- A. Prepare bidding documents consisting of Project Manual, Bid Form(s), and Drawings based on the accepted design development submittal, including all agreed upon revisions, in a form suitable for public bidding of contracts in conformance with the Illinois Procurement Code, and CDB Rules and Regulations.
- B. Documents shall be submitted and reviewed at the stages of completion as set forth in Appendix A. Each submittal will contain, (at a minimum) the Project Manual, Drawings, detailed cost estimate and PPCB form.
- C. Additional information to be submitted to the CDB by the 100 percent bidding documents submittal includes the final code analysis/regulatory review action checklist, copies of all permits and approvals, proposed list of critical work, explanation of factors used in determining specified construction duration and executed utility agreements, as applicable.

12.8 Review Process.

- A. Submit documents for review as required by the agreement. The A/E shall provide up to ten (10) sets of review documents for CDB and Using Agency for each review. CDB shall reimburse A/E for additional review sets.

- B. Following the reviews, the A/E shall respond to the PM in writing to all review comments and questions within 14 calendar days.

ARTICLE 13 BIDDING PHASE

- 13.1 **General.** All bidding documents require the approval of CDB prior to the A/E printing and distributing documents to the public. Upon approval, the A/E shall sign, seal and date all drawings and the project manual with the same date. Dates shall reflect the most recent state of completion.
- 13.2 **Official Advertisement for Bids.** The Illinois Procurement Code 30 ILCS 500/1 requires that contracts shall be advertised at least fourteen (14) calendar days before the bid opening. The A/E shall provide type of contract(s) to be bid and estimate information necessary for the advertisement to the CDB PM.
- 13.3 **Document Distribution.** The reproduction and distribution of bidding documents is the responsibility of the A/E. The A/E shall maintain an accurate record of all vendor provided printing costs. "In-House" printing of bid sets is permitted when included in the agreement.
 - A. The A/E shall distribute bid documents to all interested bidders, subcontractors, suppliers, etc.
 - B. Plan holders shall make a reasonable plan deposit, (as determined by the A/E with PM concurrence), or be a member of a non-cash deposit program in accord with the advertisement for bids. The A/E shall comply with all CDB supported non-cash deposit programs. The plan deposit may be cash or company check. Plan holders that return bidding documents within forty-five (45) calendar days of the bid opening shall have their deposit returned to them. The A/E will return the deposit within 10 days of receipt of bidding documents if the plans are in good reusable condition. The contractors awarded the work shall not be required to return their bidding documents but their deposits shall be returned to them. An accurate record of all deposits shall be kept by the A/E and submitted to the PM. All deposits not returned shall be credited to the A/E printing reimbursable account and reported with the A/E's regular pay requests.
 - C. Plan holders shall not be charged handling and postage to obtain bidding documents for the number of sets included in Appendix A of the agreement. Additional sets above the number listed in Appendix A shall be a reimbursable to the agreement. Postage to return documents shall be at the plan holder expense.
 - D. The following individuals and offices shall receive the bidding documents, or portions of the bidding documents as directed by the project manager. These individuals and offices shall be listed on the plan holder lists.
 - 1. Dodge Plan Rooms. The A/E shall send one complete set of bidding documents to the F.W. Dodge Corporation Plan Room in Springfield, IL. Projects located in the northern region shall also be filed at the Chicago office. Projects located in the southern region shall also be filed at the St. Louis Area office.
 - 2. Other Plan Rooms. All participating plan rooms are listed on the CDB Website under Procurement Opportunity Information, General Bid Information.

3. CDB Offices. Bidding documents shall be distributed at the time of public distribution to various CDB personnel and sections as listed below:
 - a. PM - one set of bidding documents, PPCB, plus detailed estimate.
 - b. CDB Fair Employment Practices Technician - one project manual
 - c. Construction Technician - one printed set of bid drawings along with one set of drawings and project manual on compact disk (CD).
 - d. CDB Contracts unit – one project manual, detailed estimate and PPCB.
 - e. CDB Bid Receiving Office (other than Springfield) - one project manual, and PPCB plus one detailed estimate.
 4. Using Agency. Two sets of bidding documents.
- 13.4 **Plan Holder Lists.** Periodically, the A/E shall submit the list of plan holders, including address, telephone number, and contract(s) the plan holder intends to bid to the PM. A list of plan holders shall be submitted to the PM for verification of contractor's pre-qualification no later than seven (7) calendar days prior to the bid opening date. A/E shall submit a final list of plan holders to the PM and CDB Bid Officer on each day bids are received.
- 13.5 **Addenda.** The A/E shall prepare all required addenda.
- A. All addenda, including all revised drawings and sections, must be approved by the PM prior to distribution. A/E shall allow sufficient time for CDB review and acceptance of each addendum.
 - B. Plan holders, CDB and the Using Agency shall receive copies of all addenda.
 - C. Pre-bid conference minutes and bid tabulations are not to be issued as addenda.
- 13.6 **Bid Openings.** The A/E shall attend all bid openings for the project unless specifically excused by the PM.
- A. A/E shall provide bid results to all parties that require the information. CDB will provide A/E with one set of bid tabulations at the bid opening. In the event the PM excused the A/E from attending the bid opening, the PM will telefax the bid tabulations to the A/E.
 - B. For projects that have a coordinating contractor, A/E shall provide the assigned contractor bid tabulations to the coordinating contractor bidders within two (2) business days. These bid tabulations are to be issued for informational purposes only and shall not be issued as an addendum.
- 13.7 **Bid Analysis.** A/E shall provide assistance to CDB to identify the apparent successful bidder or bidders.
- A. Review all product substitutions submitted in accordance with procedures set forth in Standard Documents for Construction and provide CDB with a written recommendation to accept or reject the proposed substitution.
 - B. Review all unit prices submitted and provide written recommendation or rejection.
 - C. Bids submitted that fail to acknowledge all addenda issued shall be reviewed. A/E will be requested to attest that, in the A/E's opinion, the addenda not acknowledged is, or is not, work related for that particular contract.

- D. Bids submitted that contain additional verbiage applied by the bidder shall be reviewed. A/E will be requested to attest whether, in the A/E's opinion, the additional verbiage does or does not constitute a qualifying statement.
 - E. When lowest bid received differs substantially from all other bids received, A/E shall contact the low bidder and review the bid as it pertains to the requirements of the project. Report findings to the CDB Project Manager in writing.
 - F. When single bids are received, A/E shall provide the CDB Project Manager with a written explanation of all efforts used to obtain bidders and include an informed opinion addressing the suspected reason(s) a single bid was received.
- 13.8 **Contract Award.** CDB will notify the A/E and all successful bidders of our intent to award a contract by copy of the Notice of Award (NOA) letter.
- 13.9 **Presumption of Award.** A/E shall not discuss with bidders, news media, etc., any presumption of award until the award is decided by CDB.

ARTICLE 14 CONSTRUCTION PHASE

- 14.1 **General.** The A/E shall perform administrative duties during this phase of the project.
- 14.2 **CDB's Representative.** The A/E shall consult and advise CDB and act as CDB's representative as provided in the Standard Documents for Construction and herein. CDB's instructions to the contractors may be issued through the A/E who shall have authority to act on behalf of CDB to the extent provided in this document and the Standard Documents for Construction.
- 14.3 **Construction Documents.** The A/E shall issue documents stamped and dated "Issued for Construction" to the contractors. A/E shall include all addenda issued during bidding within the documents.
- A. Each contractor will receive construction documents in quantity as determined by CDB up to a maximum of six sets. The contractor may purchase additional sets for a charge to cover reproduction and handling.
- 14.4 **Contractor Submittals / Shop Drawings, Product Data, Samples.**
- A. A/E shall review and monitor all required submittals for timeliness and conformance with the contract documents and project schedule. A/E shall review and respond to submittals within 14 calendar days.
 - B. Each submittal shall be stamped, dated, and either initialed or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.
 - C. The A/E shall only review those materials and equipment specified in the contract documents. The A/E shall not make changes in the contract requirements through the review of submittals. The contractor may not submit and gain approval of material substitutions through the shop drawing review process.
 - D. If in reviewing the submittal the A/E determines that contract changes are required, notify the CDB PM and request approval of the required changes prior to returning the submittal to the contractor.

- E. No activity requiring review of submittals shall be commenced without A/E approval. The A/E shall notify the contractor to cease the activity until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.
 - F. The contractors are responsible for any applicable licensing with the appropriate authority in accordance with the Contractor Licenses Section of the Standard Documents for Construction. The A/E shall receive and review all applicable licenses prior to that contractor or tradesman commencing any work. Evidence of proper licenses shall be forwarded to the CDB PM. The A/E shall not knowingly allow any work to commence or accept any work installed by a non-licensed firm or tradesman where licenses are required.
- 14.5 **Contractor's Schedule of Values (CSV).** The A/E shall review the CSV form for each contractor to ensure each item of work required for the contract is indicated and all values are expressed in separate line item costs for material and labor prior to any contractor making application for payment.
- A. The Standard Documents for Construction requires that a percentage of the work be performed by the contractor's own forces. The A/E shall reject any contractor's schedule of values that does not comply with this requirement.
 - B. The A/E and CDB must approve all changes to the CSV subsequent to the initially approved document.
- 14.6 **Construction Schedule.** The A/E shall review the schedule for conformance with the contract requirements.
- 14.7 **Contractor Stored Materials.**
- A. The A/E shall attest to the existence of any stored materials, its protection and identification in accordance with the Contract Documents by initialing the appropriate item on the Stored Material Log, (SML).
 - B. CDB will compensate the A/E for travel and review time to inspect off-site stored materials at the hourly billable rate for on-site representative up to a maximum of eight (8) hours total. A/E is not required to inspect materials stored at any location which cannot be inspected within this compensation limit. A/E shall reject contractor requests for stored material inspection and payment until such time the contractor moves the material to a location within the compensation limit.
- 14.8 **Interpretations.** When requested by CDB or a contractor, the A/E shall provide interpretation of the contract documents. A/E shall prepare and distribute supplementary drawings, specifications and instructions as necessary to communicate the interpretation. A/E shall expedite all interpretations in such a manner as to not adversely affect the project schedule or sequence of work and to avoid the potential for a claim by the contractor.
- 14.9 **Claims and Disputes.**
- A. A/E shall record any observed occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the CDB PM. A/E shall enter the claim or dispute into a claims log and provide a current copy of the log to CDB at each monthly progress/pay meeting.
 - B. A/E shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. A/E shall provide a written response,

interpretation and recommendation for resolution to the claimant and CDB. CDB shall make a final determination on all disputes unless removed to ADR and/or the Courts.

- C. While work is in progress, A/E shall observe, measure and verify costs incurred that are related to the dispute. Immediately notify the CDB PM if additional on-site representation is required to monitor the disputed work.

14.10 **Change Orders.**

- A. Only the CDB PM can authorize the A/E to prepare a Request for Proposal/Change Order (RFP/CO). The A/E shall prepare an RFP/CO for each contract affected by the proposed change.
- B. The A/E shall prepare each RFP/CO including supplemental drawings and/or specifications to fully describe the change in the work. When requested by the CDB PM, the A/E shall submit a cover letter to the change order package explaining the need for the contract change.
- C. The A/E shall review the contractor's proposal for completeness and conformance with the RFP/CO and contract documents. Where change orders require additional clarification or additional back-up, the A/E shall obtain such information from the contractors prior to forwarding the change order package to CDB.
- D. The A/E shall recommend issuance of a change order to CDB. Recommending issuance shall mean that the A/E has reviewed all quantities, prices and other data in the contractors' proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.
- E. When applicable, the A/E shall be responsible for obtaining the signatures of the coordinating contractor and Using Agency representative prior to forwarding the change order package to CDB.
- F. When requested by CDB, the A/E and any consultants shall be required to attend Board meetings to explain any change orders presented for Board approval.

14.11 **Contractors' Record Drawings.** The A/E shall observe the contractors' record drawings at intervals appropriate to the construction, or not greater than every thirty (30) days. Notify CDB of any contractor's apparent failure to maintain up-to-date records in accordance with the contract documents.

14.12 **Periodic Site Visits.** As a basic service of this agreement, the A/E shall make periodic site visits as set forth herein and as reasonably necessary in accordance with the complexity of the contracted work and the scheduled construction activities. The A/E shall observe the construction operations and report on the progress and quality of the work being performed to determine, in general, that the work is proceeding in accordance with the approved construction schedule and that the materials, finishes and workmanship are in accordance with the contract documents.

The A/E is required to conduct periodic site visits when contractors are present on the site and installing their respective trade work. Site visits shall be made by appropriately experienced personnel with specific knowledge of the requirements of the project as designed and specified. Unless otherwise agreed, minimum site visits shall be as set forth below for each trade contract included in the project through substantial completion providing sufficient work is being performed. When minimal work is being performed, the A/E may make one all-inclusive project site visit in addition to the services provided in Article 14.12 B.

<u>Fee Group</u>	<u>Combined Work</u>	<u>General</u>	<u>Combined Work</u>	<u>MEP</u>
1 (R or N)	2 visits/month		4 visits/month	
2 (R or N)	2 visits/month		2/visits/month	
3 (R or N)	1 visit/month		1/visit/month	

- A. Combined General Work shall include demolition, civil and structural work. Combined MEP Work shall include mechanical, electrical, and plumbing systems work including, derivative specialty systems such as temperature control, building automation, fire alarm etc.
- B. Payment and Pay/Progress meetings are a basic service and are not compensable as a reimbursement expense, but are permissible in fulfilling the requirements of Article 14.12 providing:
1. Contractors are present on site and installing their respective trade work.
 2. Observation is provided by appropriately experienced personnel with specific knowledge of the requirements of the project.
 3. Observation reports are filed in accordance with Article 14.14.
- C. CDB shall be notified immediately if, in the A/E's opinion, the materials, finishes and/or workmanship does not conform to the contract documents, requires special inspection or testing (beyond the specified requirements), or has been disapproved or rejected by the A/E.
- D. The A/E and the contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise non-conforming work to be incorporated into the project.

14.13 **On-Site Representative.**

- A. When included in the agreement as a reimbursable service expense, the A/E may provide one or more representatives on-site to facilitate the progress of the project and report on special conditions and critical installations as delineated herein. The duties of the on-site representative are exclusive of Article 14.12 and are limited to:
1. Observe installation of critical systems or components as set forth in Article 15.
 2. Observe and verify installed quantities of material specified in the project as an allowance.
 3. Observe specified field tests and CDB approved special testing recommended by A/E as a result of observations provided in Article 14.13.
 4. When specifically requested by CDB, or by a contractor with CDB concurrence, provide field clarification of document interpretations issued in accordance with Article 14.8.
 5. Observe, measure and verify costs incurred by contractors related to any disputes or claims.
 6. Prior to commencing the construction phase, A/E shall submit the name, resume', and DWE for each proposed on-site representative to the CDB PM for

approval. CDB shall provide written acceptance or rejection of each person proposed.

14.14 **Observation Reports.**

- A. A written report shall be submitted to the CDB PM for each site visit made under basic services and each on-site representative's visit. Each report shall be clearly identified as being provided as either a periodic site visit (14.12), or as an on-site representative site visit (14.13). Reports shall be submitted in a timely manner as the construction activity dictates. In no case shall submission interval exceed seven (7) days from the date of the site visit. CDB shall not provide any reimbursement for on-site representative visits without an observation report.
- B. CDB may withhold a portion of the construction phase fee if the A/E fails to provide observation reports as set forth herein.
- C. When directed by the CDB PM, the A/E shall provide copies of reports to the coordinating contractor, assigned contractors and Using Agency representatives.

ARTICLE 15 COMMISSIONING

- 15.1 A/E shall specify all tests required for all systems, equipment and devices to be tested. Specify testing procedures as appropriate. A/E shall witness tests, review and evaluate test reports and notify CDB promptly of any deficiencies. A copy of all test results shall be provided to CDB and the Using Agency.
- 15.2 A/E shall advise the CDB PM and Using Agency regarding on-site representation for observing specific work critical to the success of the project. A/E shall compile a list of work they have determined to be critical and submit it for CDB and Using Agency review at the 100% completion stage of design. The submittal shall include justification of the need for on-site representation, the A/E staff responsible for observing the work and an estimate of the duration/frequency of the observation with the resulting cost and overall impact on the on-site representation budget as indicated in Appendix A.
- 15.3 CDB, A/E and Using Agency will reach consensus regarding the submitted critical work list and advise the awarded contractors of the list at the Pre-Construction Meeting so that the A/E can be sufficiently notified and make arrangements for on-site representation.
- 15.4 A/E shall attest that each contractor, as required by the contract documents, perform a thorough and systematic performance test and start-up of their respective work. Each general, mechanical, electrical and fire suppression element and the total system shall be tested in the presence of the A/E, all appropriate consultants, and the Using Agency prior to substantial completion of the project. When requested, and if not previously provided in the contract documents, the A/E shall provide the contractor with all design criteria and system design/operation concepts to facilitate performance testing and start-up.
- 15.5 The A/E shall provide a report to CDB and the Using Agency that they have observed the performance testing and start-up process, and that each contractor has demonstrated that all systems comply with the requirements of the contract documents. The report shall include any changes and/or reconfiguration which may have occurred during the performance testing and start-up process.
- 15.6 The A/E shall attest that each contractor required by the contract documents provide the specified training of the Using Agency's designated personnel prior to substantial completion. The A/E

shall attend the training sessions to observe and provide any input into the operation and maintenance of the systems as designed.

ARTICLE 16 PROJECT CLOSEOUT PHASE

- 16.1 **General.** The A/E shall be responsible for certifying the completion of all contracts.
- 16.2 **Notification and Preliminary Inspection.** The contractor shall provide written notification to the A/E that the work, or a designated portion thereof, is substantially complete. This notification shall include a list of any incomplete items. The A/E shall then make a preliminary inspection of the work and preliminary punch list. If A/E is in agreement with the contractor, notify the CDB PM that a substantial completion inspection meeting is warranted.
- The A/E shall prepare the certificate of substantial completion with the completed punch list and forward the package to the coordinating contractor and each assigned contractor.
- 16.3 **Guarantees, Warranties and Bonds.** At substantial completion, the A/E shall obtain from the contractors and assemble all guarantees, warranties, maintenance data and bonds. Check for coverage, start date and duration in accordance with the contract documents before forwarding to the Using Agency. The A/E shall obtain and deliver to the CDB PM a signed receipt for all materials turned-over to the Using Agency.
- A. The A/E shall obtain from each contractor a final list of all suppliers and subcontractors with complete names, addresses and telephone numbers of persons to be contacted for service and/or replacement of materials and equipment.
- 16.4 **Materials and Equipment.** The A/E shall confirm that all extra materials and equipment specified in the contract documents which are the property of CDB are properly identified, delivered and stored as specified. A/E shall obtain and transmit signed receipts of such deliveries by the contractor to the authorized agency or the Using Agency accepting the delivery. Proper identification shall include the CDB project number, project specification number, description of the item and its purpose for use, name, address and phone number of the contractor that provided the item.
- 16.5 **Notification and Final Inspection.** Upon contractor notification, the A/E shall make an inspection of the completed work. If the A/E is in agreement with the contractor that all of its work is complete, the A/E shall notify the CDB PM that a final acceptance meeting is warranted.
- A. When the work is confirmed as finally accepted by the A/E and CDB, the A/E shall prepare and issue a Certificate of Final Acceptance to each contractor.
- B. The A/E shall expedite the closeout and final payment for each contractor as they complete their contractual obligations.
- 16.6 **Contractor Final Payment.** A/E shall process and certify final payment including retention only after all items of the contract are completed. A/E shall ensure that the final pay request package is complete in accord with the contract prior to forwarding to CDB.
- A. A/E shall obtain from the contractor all releases, waivers of lien, and the contractor's final declaration form (CDB Form CFD).
- B. A/E shall reconcile all waivers and provide a statement of final accounting to CDB when the final waivers are not for the full amount of the subcontract.

- C. The A/E shall complete a Contractor's Performance Evaluation (CPE) and forward this along with the contractor's final pay request to CDB.
 - D. The A/E shall acknowledge receipt of the contractor's record drawings on the contractor's final closeout package (CFCP) form. This form shall be used as a checklist of the required documentation for closeout and it shall be transmitted with the contractor's final pay request to the CDB PM.
- 16.7 **Nine Month Inspection.** CDB will notify the A/E, who shall make arrangements with the Using Agency for an inspection of the contracted work nine months after substantial completion of the project. The A/E shall provide a written report of the inspection to CDB and the Using Agency within seven (7) calendar days. CDB shall notify affected contractor of any corrective action noted in the report.
- 16.8 **A/E Closeout.**
- A. Prior to CDB processing A/E's final payment, A/E shall submit to CDB two sets of revised contract documents labeled "Record Construction Drawings," which show all changes reported by the contractor(s), and all changes made by change orders, addenda, and clarifications made by the A/E during construction. Documents shall be submitted in electronic format. One blackline paper copy may also be submitted for use by the Using Agency's on-site personnel. Verify requirement with the CDB PM.
 - 1. A/E shall provide a statement on the cover sheet certifying the following: "With this seal, we do hereby certify that no asbestos-containing materials were specified or approved for the construction identified within these documents."
 - 2. For asbestos abatement projects and other projects that included asbestos abatement, the A/E shall complete an Asbestos Abatement Project Summary Report and forward it to the CDB PM. The report format can be found in the Appendix 5 of the Design and Construction Manual – "Project Manual Workbook for Asbestos, Lead, UST and PCB".
 - B. A/E final payment is dependent upon final resolution of any fee adjustments required of CDB and/or required by the agreement.
 - C. A/E shall submit final payment under letterhead cover addressed to the CDB PM. Cover letter shall indicate that A/E takes no exception to CDB de-obligating un-used reimbursement funds without written modification duly executed by the contracting parties to the value indicated on line 11.K. (Do not pay line) of the Invoice-Voucher Form. A/E shall indicate specific amounts waived in line items B. (Additional Services), E. (On-Site Representative Compensation), and F. (Reimbursable Expenses) as applicable.

ARTICLE 17 CDB DESIGN DISCLOSURES AND CERTIFICATIONS

LEGAL ABILITY TO CONTRACT: A/E certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- 17.1 **IDFPR Filing.** The A/E certifies the firm has complied with the necessary filing requirements of the Illinois Department of Financial and Professional Regulation, both individually and as a corporation or partnership.
- 17.2 **SOS Filing.** The A/E certifies the firm to be in good standing with the Illinois Secretary of State.

- 17.3 **Conformance with QBS Act.** The parties to this Agreement hereby certify that this Agreement is made in conformance with the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535/1 et seq.) and further agree that additional selections relevant to this Agreement and subject to that Act shall also be in compliance.
- 17.4 **Solicitation of State Employees.** The A/E and consultant(s) shall notify CDB's Ethics Officer if it solicits or intends to solicit for employment any of CDB's employees during any part of the procurement process or during the term of the contract.
- 17.5 **A/E Disclosure.** The A/E shall provide CDB copies the A/E's completed and signed CDB Certifications, and the A/E's completed and signed CDB Disclosure Forms when submitting the signed contract. The Disclosures and Certification forms shall be submitted to CDB electronically as separate PDF documents.
- 17.6 **Consultant Disclosure.** The A/E shall submit on the attached Appendix B the names and CDB issued identification (ID) numbers (prequalification ID number or registration ID number) of all consultants. For all first tier consultants with a subcontract value greater than \$50,000 to be utilized by the A/E in the performance of this contract and any lower tier consultant with a subcontract value greater than \$50,000 and where the A/E retains the right to approve and/or make payments for work, the A/E shall provide CDB copies of the consultants' completed and signed CDB Certifications, and the consultants' completed and signed CDB Disclosure Forms within twenty (20) days of execution of this contract or of the subcontract, whichever is later. Each of the two documents shall be submitted to CDB electronically as separate PDF documents. The subcontract shall include reference for compliance with Illinois Procurement Code 30 ILCS 500/20-120. The A/E shall promptly notify CDB in writing of any additional or substitute consultants meeting the above criteria hired during the term of this contract (names, addresses, expected contract amount and CDB ID nos.). No work can be performed by these subcontractors until the Certifications and Disclosure documents have been reviewed and approved by the State Purchasing Officer.

SCOPE OF SERVICES
CDB PROJECT NO. 810-058-033

The scope of work provides for replacing Parking Lot A which consists of approximately 169,000 square feet of asphalt paving and concrete islands. The work also may include drainage improvements and reconfiguring the entrance to the parking lot.

A 4 0

17.7 **Endorsements.** This Agreement may be executed in any number of counterparts, each of which may be deemed an original. The following documents and attachments are included in this Agreement:

- A. Documents:
 1. Design and Construction Manual dated March 2009
 2. Supplement to DCM dated November 2020
 3. Standard Documents for Construction dated March 2009
 4. Supplement to SDC and SDC-CM dated November 2020

- B. Attachments:
 1. Appendix A - Compensation Rates & Schedule
 2. Appendix B - Consultants
 3. Appendix C - Standard Certifications
 4. Appendix D - Standard Disclosures
 5. Project Scope/Program Statement

This Agreement, together with the above attachments, constitutes the entire Agreement between the two parties superseding all previous understandings and agreements with respect to this project. Except as provided herein, this Agreement may be amended only by a written instrument signed by both parties.

In Witness Whereof, this Agreement has been duly made by the parties on the date last signed below.

Firm Name: THE WACHSBERG GROUP, INC. Using Agency: _____

By: [Redacted] BY: _____

Printed Name: _____ Using Agency Authorized Representative

Name: DANIEL E. HOELSCHER

Printed Name _____

Title: PRESIDENT Date: 1/24/22

Printed Name _____

ATTEST: [Redacted]

Capital Development Board:

*Corporation [Signature]

BY: _____

Executive Director Date

Printed Name _____

Name Jim Underwood

Project Number: 810-058-033

Contract Number: 22031710

APPENDIX A

A/E NAME: The Upchurch Group, Inc.

CDB PROJECT NO: 810-058-033

CONSTRUCTION BUDGET: \$2,116,600.00

CONTRACT NO: 22031710

DESIGN BUDGET: \$1,904,940.00

A	Basic Services Fee	\$148,000.00	
B	Additional Services	\$.00	
C	Const. Administration Fee, CAF	\$4,400.00	
	Total Items A, B, C		\$152,400.00
D	Overhead & Profit Multiplier (Items B & E)	2.6	
E	On-Site Representative Reim		\$13,000.00
F	Reimbursable Expenses		

	1	Sub-Soil Investigation	\$5,000.00	
	2	Construction Testing	\$7,500.00	
	3	Print Bid Documents in excess of 0 sets	\$500.00	
	4	Televisе Storm Sewer Line	\$5,000.00	
		Total Item F:		\$18,000.00

PROJECT SCHEDULE

Program Analysis/Schematic Design	8 weeks
50% Design	6 weeks
100 % Design	6 weeks
Bid Document Release	2-3 weeks
Prime Bid	3-4 weeks
A/E Substantial Completion	12 months
A/E Final Acceptance	8 weeks
A/E Contract Completion Date	01/31/2025

BASIC SERVICES FEE PAYMENT SCHEDULE

Program Analysis	11%	
Schematic Design	9%	
Design Development	13%	
Bid Documents	34%	
Bid Phase	4%	
Construction Phase	22%	
Construction Close-out	7%	

FOR CDB USE ONLY:

Total Contract Obligation (A + B + C + E + F) \$ **\$183,400.00**

Rev. July 2009

Attachment A1 - Appendix A Clarifications

Compensation negotiated according to procedures set forth in the CDB Centralized Fee Negotiation Handbook, dated March 2009. Group Classification: 3R

Reference Item A. Basic Services:

The Basic Services fee provides for the design services necessary to accomplish the scope of work defined for this project. Other expenses such as Additional Services, CDB - CAF, On-site Representative Reimbursable Allowance and Reimbursable Expenses, if applicable, are separately described. All are summarized in Appendix A and some further explained below.

**A combined MBE/WBE goal of 18 percent is applicable to the A/E team. A VBE/PBE goal of 2 percent is applicable to the A/E team.

Reference Item E. On-Site Representative:

The on-site representative allowance indicated is for budget purposes only. CDB will pay the actual DWE of the representative times the multiplier indicated. A/E to provide resume of each proposed representative and evidence of their DWE to the CDB PM prior to the Construction Phase of the project. CDB shall provide written acceptance or rejection of the proposed representative.

A/E to monitor the on-site compensation budget and may request (in writing) additional on-site compensation funds from the CDB PM in the event a shortfall is anticipated. Such request shall not be made prior to expending 90% of the compensation budget.

A/E is required to provide 1 General and 1 MEP visits per month as a part of the basic services.

Reference Item F. Reimbursable Expenses:

1. Soil Borings: \$5,000
2. Construction Phase Material Testing: \$7,500
3. Printing of Bid Sets: \$500
4. Televised Storm Sewer Lines: \$5,000

Reference Project Schedule:

Any reference to 95% or 100% construction documents shall be interpreted to mean complete construction documents but which have not yet been given final review and approval by CDB and the Using Agency and are not yet signed, sealed and released for construction. The Contract Ending Date is the date that the A/E contract will terminate.

APPENDIX B

A/E'S SUBCONTRACTORS/CONSULTANTS

In compliance with Paragraph 2.7 of this agreement, the A/E submits the following list of proposed subcontractors/consultants to be employed on this project. No changes to this list are to be made without prior approval of CDB Administrator of Contract Administration.

If consultants are not employed on this project please indicate so by inserting the word "None" below.

Subcontractor/Consultant Address	Name &	Discipline	Subcontractor/Consultant Fee (Approx.)	If Applicable
Fuhrmann Engineering, Inc 1401 Regency Dr. East, Ste B Savoy, IL 61874 FEIN 03-0388633		Surveying Prequalification Expires: 04/30/2022	18%	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> PBE <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native
Juneau Associates, Inc. 2100 State St. Granite City, IL 62040 FEIN 37-1085593		Civil Engineering Construction observation Prequalification Expires: 11/30/2022	2%	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Black <input checked="" type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> PBE <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native
FEIN		Prequalification Expires:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> PBE <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native
FEIN		Prequalification Expires:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> PBE <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: March 7, 2022

RE: Approval of a Three-Year Farm Cash Rent Agreement

The College is seeking to enter into a three-year agreement to farm 27.5 acres situated adjacent to the Lake Land Living Apartments.

The College has been farming the ground for years; however, a former agreement calling for cash rent paid to Phillips Investments LLC along with a donation equal to the cash rent paid to the Land Lake College Foundation was no longer being followed.

Both parties thought it was the best course of action to formalize an agreement between parties. Rather than move forward with a 50/50 partnership, the College decided that the best arrangement would be that the College cash rent the 27.5 acres of farm ground.

The lease reviewed by our attorneys consists of the following terms:

- 3 Year Agreement.
- 27.5 acres.
- Rent at \$375 per acre.
- The College is responsible for the limestone.
- The Landlord is responsible for any and all land improvements.

I respectfully ask the Board to approve moving forward with this lease agreement.

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT (“Lease”) is made and entered into this 15th day of March, 2022, by and between Phillips Investments, LLC (“Lessor”) and Lake Land College (“Tenant”), each of the foregoing sometimes referred to herein as the Parties.

In consideration of the following covenants and promises, the sufficiency of which is acknowledged by the Parties, Lessor agrees to lease to Tenant the farm property described herein and upon the terms and conditions specifically set forth as follows:

1. **The Farm Property.** The property subject to this lease consists of 27.5 acres, plus or minus, located adjacent to Lake Land Living Apartments at service address 2110 Laker Avenue, Mattoon Illinois, and identified as PIN No. 10-0-00032-000 (hereinafter the “Farm Property”), and further described on the legal description attached hereto as Exhibit A.
2. **Lease and Term.** The Lessor leases to the Tenant, to occupy and use for farming purposes only, the Farm Property together with all improvements thereon, if any, belonging to the Lessor. The term of this Lease shall be from March 15, 2022 to March 15, 2025. Any extensions of the term must be in writing and signed by both parties. The Parties understand that extensions of this Lease must be approved by the Tenant’s Board of Trustees.
3. **Rent.**
 - a. Tenant shall pay rent to Lessor in an amount equal to \$375.00 per acre, which amount shall cover the one-year term of this Lease. Accordingly, the total rent for the one-year term shall be \$10,312.50.
 - b. Tenant shall deliver the rent amount to Lessor at 2402 18th Street, Charleston, Illinois payable in bi-annual installments on April 1 and October 1 of each year during the term of the agreement.
4. **Land Use Requirements.**
 - a. Except as noted below in Section 4.b., Tenant shall be responsible for all costs necessary for farming the Farm Property, including the cost of all equipment, labor, fuel, seed, fertilizer, maintaining the soil’s pH and fertility levels (between 6.0 and 7.0), and any other expenses;
 - b. Lessor shall be responsible for any and all land improvements

- c. Tenant shall yield possession and turn the Farm Property over to Lessor at the end of the Lease term in the same reasonable condition as when Tenant took possession of the Farm Property, except as damaged by flood, fire, tornado, or other natural disaster.
5. **No Encumbrances.** Tenant shall keep the Farm Property free from any and all liens arising out of any work or farming performed, materials furnished, or obligations incurred by or under Tenant. Tenant agrees to indemnify, defend and hold Lessor harmless from and against any and all actions, including the costs of suit and attorneys' fees, incurred by Lessor in connection with the clearance or defense of any such lien if such lien being placed on Farm Property as a result of Tenant's action.
6. **Property Taxes.** Lessor will be responsible for the payment of any property taxes incurred on the Farm Property.
7. **Assignment and Subletting.** Tenant shall not assign, transfer, or otherwise convey this Lease, or any rights or interests therein, and shall not sublet the premises or any part thereof without first obtaining the express written consent of Lessor for the same.
8. **Indemnification of Lessor/Waiver of Claims.** Tenant agrees to indemnify, defend and hold Lessor harmless from and against any and all claims or liability for any injury or damage to any person or property as a result of Tenant's activities on the Farm Property during the term of this Lease.
9. **Insurance.** Tenant shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below:
- | | |
|---|-------------|
| Commercial General Liability – Per Occurrence | \$1,000,000 |
| Commercial General Liability – Aggregate | \$2,000,000 |
10. **Governing Law.** This Lease shall be governed by and interpreted pursuant to the laws of the State of Illinois. Any action brought by Lessor or Tenant with respect to this Lease shall be brought in the Circuit Court of Coles County, Illinois.
11. **Assignment Upon Sale.** In the event that Lessor sells the Farm Property during the term of this Lease, this Lease shall remain in effect and Lessor shall assign all of its rights and obligations under this to the new owner of the Farm Property.

[CONTINUED ON NEXT PAGE]

IN WITNESS THEREOF, the Parties have voluntarily entered into this Lease Agreement on or about the dates set forth below.

TENANT
Lake Land College

LESSOR
Phillips Investments, LLC

Signature

Signature 

Date

3/8/2022
Date

EXHIBIT A

PARADISE FARMLAND PT SE1/4 SEC 02 T11N R07E

**LAKE LAND COLLEGE
BOARD OF TRUSTEES
HUMAN RESOURCES REPORT
Date: March 14, 2022**

The following employees are recommended for FMLA leave. Board policy 05.14.12.

Harris, Mark	11/22/21-2/10/22
Shoot, James	2/21/22-3/20/22

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Ennis, Emily	Tutor-Student Community Education Primary Position-Tutor-Disability Services	2/24/22
Matheny, Andrew	Tutor-Disability Services - Student Primary Position- Tutor- Learning Asst	2/14/22
Reed, Kaleb	Admissions and Records Data Entry Asst Primary Position- Perkins Student Worker	3/1/22
Sample, Stephanie	Admissions and Records Data Entry Asst Primary Position- Std Work Study	3/1/22
Thomas, Joseph	Admissions and Records Data Entry Asst Primary Position- Perkins Student Worker	3/1/22
Vonderheide, Anthony	Admissions and Records Data Entry Asst Primary Position- Std Work Study	3/1/22

Part-time - Grant Funded

Plummer, Teresa	Pathways Substitute Instructor Primary Position- Adult Education Inst	2/25/2022
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New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Volunteer-unpaid		
Cornell, Jean	Dual Credit Instructor	8/22/22
Cress, Megan	Dual Credit Instructor	8/22/22
Farris, Katrina	Dual Credit Instructor	8/22/22
Maillet-Gibson, Tiffany	Dual Credit Instructor	1/10/22

Full-time

Acton, Lauren	Coor for Student Communication & Initiatives	3/29/22
Hedderich, Jenny	Outreach Advisor/Mentor, TRIO Dest College	6/13/22
Marsh, Ernest	Correctional Manufacturing Skills Instructor	3/7/22
Sigrist, Bailey	Student Services Specialist III	3/15/22
Wohlschlaeger, Jessica	Instructional Designer	6/7/22

Part-time

Beard, Kelsey	Dual Credit Coordinator	8/23/21
Boehm, Ava	Newspaper Editor - Student Newspaper	3/4/22
De Oliveira Barbeta, Camila	Kluthe Test Proctor	3/7/22
Donaldson, Faith	Admissions Services Specialist	2/15/22
Ennis, Emily	Tutor-Disability Services - Student	2/24/22
Gage, Whitney	Allied Health EMS Adjunct Faculty	11/18/21
Heuerman, Richard	Covid Site Collection Driver	2/23/22
James, Asia	Admissions and Records Data Entry Assistant	2/28/22
Matheny, Andrew	Tutor - Student Learning Assistance Center	2/14/22
Peacock, Edith	Cosmetology Clinical Instr (hourly)	2/10/22
Voegel, Maia	Newspaper Editor - Student Newspaper	2/7/22

Part-time Grant Funded

Reed, Kaleb	Perkins Student Worker - Humanities	1/25/22
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College Work Study

Vonderheide, Anthony	College Work Study Radio TV	2/7/22
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Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Byrum, Larissa	Kluthe Custodian	11/5/21
Christian, Danny	Correctional Construction Occupations Instr	3/4/22
Devries, Jodyne	Correctional Horticulture Instructor	3/11/22
Followell, Charles	Correctional Commercial Cooking Instructor	3/8/22
Gullidge, Alicia	Outreach Advisor/Mentor, TRIO Dest College	2/18/22
Saathoff, Sara	Correctional Office Assistant	2/8/22

Part-time

Bartley, Ashley	Fitness Center Specialist	8/12/21
Bower, Dylan	College Work Study - Student Life	1/22/22
Burton, Jack	Covid Test Collection Assistant	2/18/22
Cushing, Jaime	Clinical Dentist	1/12/22
Daniels, Ashley	College Work Study - Humanities	4/3/21
Feldkamp, Darren	Police Officer	6/30/21
Ferrar, Spencer	Tutor - Student Learning Assistance Center	11/4/21
Gong, Lu	College Work Study - Bookstore	8/20/21
Grass, Yolanda	Covid Site Collection Driver	1/26/22
Hall, Cassandra	Bookstore Rush Worker	6/15/21
King, Jessy	Part-Time Groundskeeper	10/28/21
Kriesel, June	Adjunct Faculty Humanities Division	8/2/21
Marasinghe, Gishanthi	Adjunct Faculty Math and Science Division	12/11/20
McBride, Jonica	Adjunct Faculty Math and Science Division	8/2/21
Nino Pardo, Wilson	Covid Test Collection Assistant	12/8/21
Olmsted, John	Adjunct Faculty Technology Division	1/27/22
Peck, Carly	Tutor - Student Learning Assistance Center	12/10/21

Peters, Cassie	Agriculture Education Intern	6/17/21
Phebus, Shane	Adult Education Instructor	8/25/21
Rehmel, Michael	Adjunct Faculty Technology Division	2/21/20
Sanderson, Ronald	Adjunct Faculty Technology Division	3/6/21
Saril, Hannah	Covid Test Collection Assistant	11/30/21
Snyder, Kiersten	Covid Test Collection Assistant	10/29/21
Souza, Hamilton	Bookstore Rush Worker	1/14/22
Tappendorf, Hannah	Agriculture Education Intern	8/16/21
Welker, Leah	Adjunct Faculty Math and Science Division	5/10/21
Williams, Lauren	Newspaper Editor - Student Newspaper	9/13/21

Transfers/Promotions

The following employee is recommended for a change in position

	Position	Effective Date
Full-time		
Adams, Trisha	Correctional Career Technology Instructor	3/7/22
	Transferring from Correctional Office Asst	
Harper, Gregory	DOC Infrastructure Specialist	3/7/22
	Transferring from Microcomputer Support Spc	
Klauser, Ryan	Associate Dean of Correctional Programs	2/7/22
	Transferring from Correctional Career Tech Instr	