

Resolution 241

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) provide that units of local government may contract or otherwise associate among themselves to obtain and share services; and

WHEREAS, in 2013 the Sangamon County Board (County) entered into an intergovernmental agreement with the City of Springfield (City) to create and implement a Minority Participation Plan (MPP) for a two year term; and

WHEREAS, the MPP had two primary goals: 1) to coordinate with the Illinois Department of Transportation to offer pre-qualification assistance to local qualified minority firms wishing to bid on construction contracts associated with the Springfield Rail Improvement Project as part of the Disadvantage Business Enterprise program, and 2) to identify and encourage minority students to pursue a career in engineering by establishing workshops, mentoring and internships; and

WHEREAS, the MPP was beneficial to the residents of Sangamon County by addressing critical employment issues, and

WHEREAS, the County and City wish to extend the MPP for another two year term; and

WHEREAS, it is in the interests of the County to again enter into an intergovernmental agreement with the City setting forth the terms of the MPP; and

WHEREAS, it is necessary to provide funding for the MPP; and

WHEREAS, the costs of the MPP are estimated at \$60,000.00 per year; and

WHEREAS, the project will be funded by equal contributions of \$20,000.00 per year from the County, City and Hanson Professional Services (Hanson); and

WHEREAS, it is also in the best interests of the County to enter into a professional services agreement with Hanson to administer the funds and manage the project.

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JAN 10 2020

Andy Goleman
SANGAMON COUNTY AUDITOR

Hanson Professional Services Inc.
PSA C- 09L0179C

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 3rd day of January, 2020, between City of Springfield and Sangamon County, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to administer and manage the Grow Our Own Minority Participation Program ("Minority Participation Program" or "MPP") in connection with the Springfield Rail Improvements Project, subsequently referred to as "Project."

By this PSA, the scope of Hanson's services on the Minority Participation Program is limited to that described in Attachment A.

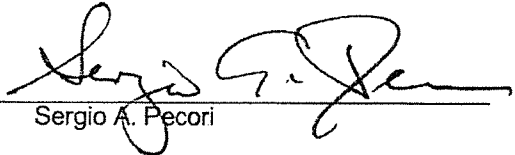
Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

The General Conditions described in Attachment C are incorporated into and made a part of this PSA.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

City of Springfield

By: 
Sergio A. Pecori

By: _____

Title: CEO

Title: _____

Date: 1 / 3 / 2020

Date: _____

Sangamon County

By: _____

Title: _____

Date: _____



Attachment A – Scope of Services

PSA C-Grow Our Own Minority Participation Program

Effective Date: 1/3/2020

MPP Project Description:

Administer and manage the Grow Our Own Minority Participation Program (MPP) to be funded by the City of Springfield, Sangamon County, and Hanson. The Scope of Services to be provided by Hanson for the Minority Participation Program consists of the following:

Opportunities for Local Minority Students

- Hanson agrees to organize periodic workshops to be conducted with Springfield-based minority organizations with the goal of identifying potential minority youth candidates from middle school through college-age to participate in the MPP.
- Hanson agrees to contact Springfield's middle and high school principals and other minority-based organizations to identify scholastically, high aptitude minority students with an interest in math and science. Potential candidates will then be interviewed by Hanson for possible placement in the MPP.
- Hanson commits to hiring up to three minority high school to college-aged students with an interest in engineering or science for paid summer internships each year through the duration of the MPP.

Identification of Programs and Organizations to Participate in the MPP

- Hanson agrees to work with the City and County to identify programs and groups to assist with the MPP to provide opportunities for minorities. Programs identified to date include:
 - Springfield Black Chamber of Commerce – Summer Youth Initiative
 - Illinois Department of Transportation – Highway Construction Careers Training Program
 - Hanson Professional Services' Summer Internship Program
 - IDOT's – Student Outreach Opportunities
 - IDOT's - Cooperative Education Program
 - IDOT's – Graduate Public Service Internship Program
 - University of Illinois' – National University Rail (NURail) Center Diversity Programs
 - IDOT's Minority Contractor Prequalification Assistance
 - University of Illinois' – Engineering Open House
 - Frontier's International – Junior Frontier's
- Hanson agrees to provide mentoring and follow-up with minority individuals placed into the above-referenced programs and other programs identified in the future.

Assistance to Local Minority Firms

- Hanson agrees to coordinate with IDOT and offer prequalification assistance to local, qualified minority firms with a desire to bid on construction contracts associated with the Springfield Rail Improvements Project. This assistance is limited to discussions with interested minority firms about IDOT's Disadvantaged Business Enterprise (DBE) program, and in completing the appropriate application forms.

Progress Reports and Tracking

- Hanson agrees to prepare and provide monthly progress reports to track and measure the success of the program throughout the duration of the MPP.

Attachment B – Charges for Services

PSA C- Grow Our Own Minority Participation Program

Effective Date: 1/3/2020

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus direct expenses. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Estimate of Cost:

It is estimated the total cost to accomplish the Scope of Services for this project will be \$60,000 per year for two years. Hanson agrees not to exceed \$60,000 per year without prior notification to the Clients. The MPP can continue to be extended for additional terms upon agreement by all parties.

Funding for Minority Participation Program:

Hanson agrees to donate \$20,000 per year to fund the Minority Participation Program. Pursuant to a separate Intergovernmental Agreement, the City of Springfield and the County of Sangamon each have agreed to also contribute \$20,000 per year to fully fund the \$60,000 per year necessary to administer and manage the MPP.

Upon approval of the Intergovernmental Agreement by the Springfield City Council and the Sangamon County Board, the City agrees to create, maintain and administer a separate fund ("Fund") in which the City, County and Hanson will deposit their respective shares (\$20,000 each per year through the duration of the MPP). Billings from Hanson pursuant to this Agreement shall be paid from the Fund.

General Conditions Attachment C 09L0179C

Hanson Agreement: 09L0179C

Agreement Date: January 3, 2020

Project Name: Grow Our Own Minority Participation Program

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENTS unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred in connection with collection of any delinquent amount will be paid by CLIENTS to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENTS or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENTS shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENTS and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent, intentional, reckless acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENTS upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENTS harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENTS, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENTS fail to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENTS. HANSON shall have no liability whatsoever to CLIENTS, and CLIENTS agrees to make no claim for any delay or damage as a result of such suspension.



7. Consequential Damages: Notwithstanding any other provision of this Agreement, except Item 5, and to the fullest extent permitted by law, neither CLIENTS nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENTS and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENTS agree that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder, except for Item 5. Therefore, the CLIENTS agree to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENTS desire a limit greater than that provided above, CLIENTS and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENTS must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

9. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

10. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party unless otherwise required by law.

11. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENTS or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENTS and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

12. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

13. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

14. Entire Agreement: This Agreement is the entire Agreement between the CLIENTS and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENTS and HANSON.

15. Modification to the Agreement: CLIENTS or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENTS and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

16. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

17. Hanson agrees to adhere to the provisions of Chapter 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof which shall constitute the affirmative action program of this Agreement.

18. Hanson certifies it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.

19. Hanson certifies it is not delinquent in the payment of any tax administered the City of Springfield, Sangamon County, or the State of Illinois.

20. This Agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council (the "Council"), unless the Council specifically approves an additional expenditure. Hanson agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield exceeds the amount authorized by the Council.