

## PROPERTY COMMITTEE MINUTES

**DATE OF MEETING:** January 8, 2020 at 7:00 a.m.

**MEMBERS PRESENT:** Scott Nimmo – Chair, Christy Pruser, Dan Matthews and Lance Reece. Also, present Kevin Kemp, Maintenance Supervisor and Dee Rentmeister, County Administrator. Pruser left at 7:36 a.m.

**MEMBERS ABSENT:** Nate Ennis

### **SUMMARY OF DISCUSSION:**

- Motion by Pruser, 2<sup>nd</sup> by Matthews to approve November's minutes. Voice vote, motion carried.
- Discussion on entering into a professional service agreement with Chastain & Associates to provide engineering services for the plans and specs, bid documents and assistance with bidding process for the roof replacement at the county building. Cost is \$10,000. Motion by Pruser, 2<sup>nd</sup> by Matthews to recommend to the full board to enter into an agreement with Chastain & Associates to provide services related to replacing the roof on the county building at a cost of \$10,000. Voice vote, motion carried.
- Kevin informed the committee that a 49-star flag has been donated to the county. The maintenance department will make an oak frame/hanger to display the flag.
- Discussion on displaying one of the old clock faces from the old courthouse. Kevin will get some estimates and bring next month.
- Will hold off beginning the process of replacing unit 4 condensing unit until the county has more information related to replacing the breakwater.
- Motion by Pruser, 2<sup>nd</sup> by Matthews to go into executive session at 7:21 a.m. to perform a performance evaluation on Kevin Kemp, maintenance supervisor. Voice vote, motion carried.
- Motion by Pruser, 2<sup>nd</sup> by Matthews to return to regular session at 7:35 a.m. Voice vote, motion carried.
- Project updates:
  - Replacement of the pneumatic controls is continuing. Working on any possible rebates associated with replacing these controls with electronic controls.
- Motion by Matthews, 2<sup>nd</sup> by Reece to adjourn at 7:46 a.m. Voice vote, motion carried.

### **COMMITTEE ACTION:**

Approve November's minutes.

Recommend to the full board to enter into an agreement with Chastain & Associates to provide services related to replacing the roof on the county building at a cost of \$10,000.

### **RECOMMENDATIONS TO THE FULL BOARD:**

Recommend to the full board to enter into an agreement with Chastain & Associates to provide services related to replacing the roof on the county building at a cost of \$10,000.

**DATE OF NEXT MEETING:** February 5, 2020 at 7:00 a.m.

**AGENDA FOR THE  
PROPERTY COMMITTEE  
REVISED**

Date and Time of Meeting: January 8, 2020 at 7:00 a.m. Location: County Building

1. Call Meeting to Order
2. Persons Wishing to Address the Committee (If requesting action, also list below in section three).
3. Items for Discussion and Possible Action
  - a. Approve November minutes
  - b. Approve bills.
  - c. Hire Chastain to provide bid specs for county building roof replacement
  - d. Display 49 Star Flag in lobby – flag was donated
  - e. City of Clinton needing easement for sidewalk work
  - f.
  - g.
4. Closed Session
5. Items for Discussion Only (No Action Requested)
  - a. Project updates
  - b. Clock Face
  - c.
6. Motion to adjourn.

Posted: January 2, 2020 at 10:05 a.m.

By: Dee Dee Rentmeister

Revised January 3, 2020 at 11:50 a.m.

By Dee Dee Rentmeister



**AGREEMENT FOR PROFESSIONAL SERVICES**

PROJECT DATA - DATE OF AGREEMENT: JOB NO. 7372  
PROJECT NAME: DeWitt County Administration Building Roof Replacement  
START DATE: TBD ESTIMATED COMPLETION DATE: TBD  
LOCATION: 201 W. Washington Street, Clinton  
CLIENT: DeWitt County  
CLIENT CONTACT: Kevin Kemp  
BILLING ADDRESS: PO Box 439, Clinton IL 61727  
CLIENT PHONE #: 217-935-7770

SCOPE OF SERVICES- Engineering services for preparation of plans and specifications for roof replacement, preparation of bidding documents, and assistance with the bidding process.

FEE BASIS -  Lump Sum Amount  
 Estimated Cost (figured on time and materials basis) \$10,000.00

CONDITIONS - THE CONDITIONS UNDER WHICH THE ABOVE STATED SERVICES ARE BEING PROVIDED ARE SET OUT ON THE ATTACHED PAGE TITLED "TERMS AND CONDITIONS" AND ARE INCORPORATED HEREIN BY REFERENCE. THE ABOVE INFORMATION IS A SUMMARY OF OUR AGREEMENT FOR PERFORMANCE OF THE WORK DESCRIBED. PLEASE INDICATE YOUR APPROVAL AND ACCEPTANCE OF THIS CONTRACT BY HAVING AN AUTHORIZED PERSON SIGN BELOW.

ACCEPTANCE - THE UNDERSIGNED HEREBY STATES THAT HE/SHE IS THE OWNER OR DULY AUTHORIZED AGENT OF THE OWNER, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS AS STATED FOR THIS PROJECT AND DIRECTS THE CONSULTANT TO PROCEED WITH THE WORK AS SHOWN ABOVE AS "SCOPE OF SERVICES" AND WILL COMPENSATE THE CONSULTANT IN ACCORDANCE WITH THE FEE BASIS.

DATE \_\_\_\_\_ OWNER \_\_\_\_\_  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
CHASTAIN & ASSOCIATES LLC  
BY \_\_\_\_\_ MEMBER  
BY \_\_\_\_\_ MEMBER  
DATE \_\_\_\_\_ BY \_\_\_\_\_ MEMBER

Mailing Address: 5 N. Country Club Rd., Decatur, IL 62521

These Terms and Conditions are a part of the Agreement between the Client and Chastain & Associates LLC, (Consultant). Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

#### **AMENDMENTS**

This Agreement may be amended only in writing by both the Client and Consultant.

#### **FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)**

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is Invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work, including but not limited to the following:

Expenses such as Interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour. Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.0 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

#### **TIME OF PAYMENT**

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

#### **LATE PAYMENT**

If the Client fails to make any payment due the Consultant for services and expenses within 30 days of invoice issuance, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

#### **LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### **AUTHORITY AND RESPONSIBILITY**

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions.

#### **DULY AUTHORIZED SIGNATORIES**

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

#### **TERMINATION**

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

#### **DELIVERABLES AND ELECTRONIC FILES**

Plans, specifications, and electronic files are instruments of service and remain the property of the Consultant. Sealed hardcopy plans provided by the Consultant are actual deliverables and have precedence over any electronic files supplied to the Client as a convenience. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file.

#### **REUSE OF DOCUMENTS**

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of his services in respect of the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work.

#### **ESTIMATES OF COST**

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by them. If the Client wishes greater assurance as to the Cost, they shall employ an independent cost estimator.

#### **INFORMATION PROVIDED BY OTHERS**

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

#### **DISPUTE RESOLUTION**

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.