

## MARINA COMMITTEE MEETING

**DATE OF MEETING:** February 11, 2021 at 5:31 p.m. County Building Virtual Meeting

**MEMBERS PRESENT:** Dan Matthews – Chair, Jay Wickenhauser, Terry Ferguson, Aaron Kammeyer and Dee Rentmeister, County Administrator. Members attending virtually – Travis Houser @5:40 p.m.

**MEMBERS ABSENT:** None

### SUMMARY OF DISCUSSION:

- Discussion on constructing a new gas dock. Motion by Matthews, 2<sup>nd</sup> by Ferguson to recommend to the full board to construct a new gas dock. Roll call vote – Matthews - yes, Wickenhauser – yes, Kammeyer – yes and Ferguson – yes. Motion carried.
- Discussion on contracting with Chastain & Associates to manage the gas dock replacement project. Discussed whether this would be 3 separate bids or 1 bid encompassing all 3 components of the gas dock i.e., dock, electrical and fuel system. The proposal from Chastain is to have 1 bid packet covering all three components. (Houser present) Motion by Matthews, 2<sup>nd</sup> by Wickenhauser to recommend to the full board to enter into a professional service contract with Chastain & Associates for the gas dock replacement in the amount of \$8300.00. Roll call vote – Matthews -yes, Houser – yes, Wickenhauser – yes, Kammeyer – yes and Ferguson – yes. Motion carried.
- Discussion on the following items:
  - Prioritizing projects
  - Contacting the breakwater company about warranty work
  - Move old slips from the gas dock – include this in the bid packet for the new gas dock.
  - Getting someone to drag and anchor the free section of breakwater back next to the older section.
  - How to generate more revenue for projects in addition to selling excess property.
  - County managing the marina with county personnel.
  - How to pay for the projects – restructure the lease to receive more money, borrow the money, sale the adjoining property.
  - Matthews stated that the Caldwell's have contributed to the marina – the marina is much better than before they took over the management. Would like to refine the current contract. A study needs to be done to see if what manpower costs would be if the county operates the marina. Would like to discuss with the Caldwell's if they would be willing to restructure the lease.
  - Need to contact someone to look at electrical on dock 4.
  - Follow up on breakwater warranty work.
  - Marina survey
  - Matthews and Wickenhauser will review the current lease and discuss opening and restructuring the lease with the Caldwell's. Kammeyer and Ferguson will evaluate costs associated with managing the marina ourselves. Ferguson and Matthews will also talk with Exelon about the possibility of obtaining land next to the dryland storage area. Will have information/recommendations on these issues at the June meeting.
  - Wickenhauser will contact G&H marine to see what it would take to secure the loose section of the old breakwater.
  - Will discuss further next month about a survey.
- Motion by Ferguson, 2<sup>nd</sup> by Wickenhauser to adjourn at 7:00 p.m. Voice vote, motion carried.

### COMMITTEE ACTION:

Recommend to the full board to construct a new gas dock.

Recommend to the full board to enter into a professional service contract with Chastain & Associates for the gas dock replacement in the amount of \$8300.00.

### RECOMMENDATIONS TO THE BOARD:

Recommend to the full board to construct a new gas dock.

Recommend to the full board to enter into a professional service contract with Chastain & Associates for the

gas dock replacement in the amount of \$8300.00.

**DATE OF NEXT MEETING: March 1, 2021 at 5:30 p.m.**

**AGENDA FOR THE  
MARINA COMMITTEE  
Virtual Meeting  
Revised**

Date and Time of Meeting: February 11, 2021 at 5:30 p.m.      Location: County Building

- 1) Call Meeting to Order
- 2) Persons Wishing to Address the Committee/Public Comment (If requesting action, also list below in section three).
  - a.
  - b.
- 3) Items for Discussion and Possible Action
  - a. Approve professional service agreement with Chastain for gas dock project and recommendation to full board if needed
  - b. Recommend to full board the construction of new gas dock
  - c. Recommend to full board the sale of all or part of the surplus property
  - d.
  - e.
  - f.
  - g.
  - h.
  - i.
  - j.
- 4) Closed Session
- 5) Items for Discussion Only (No Action Requested)
  - a. Prioritize marina projects
  - b.
  - c.
  - d.
- 6) Motion to adjourn.

Posted: February 8, 2021 at 4:20 p.m. Revised 2-8-2021 at 5:25 p.m.  
By: Dee Dee Rentmeister

Topic: Marina Meeting  
Time: Feb 11, 2021 05:30 PM Central Time (US and Canada)

Join Zoom Meeting  
<https://zoom.us/j/4327127633?pwd=RIZoc3Q1YVFiWjIvVVBNOjRjaUJFZz09>

Meeting ID: 432 712 7633  
Passcode: 7G4RfQ  
One tap mobile  
+13126266799,,4327127633#,,,,\*916633# US (Chicago)  
+16468769923,,4327127633#,,,,\*916633# US (New York)

Dial by your location  
+1 312 626 6799 US (Chicago)

Meeting ID: 432 712 7633  
Passcode: 916633  
Find your local number: <https://zoom.us/u/adfvARzBZl>



**AGREEMENT FOR PROFESSIONAL SERVICES**

**PROJECT DATA -**      DATE OF AGREEMENT: 2-10-2021      JOB NO.  
PROJECT NAME:      DeWitt County - Clinton Marina Gas Dock  
START DATE:      TBD      ESTIMATED COMPLETION DATE: TBD  
LOCATION:      Marina - 6599 Sailboat Road, Weldon  
CLIENT:      DeWitt County  
CLIENT CONTACT:      Dee Dee Rentmeister, Dan Matthews  
BILLING ADDRESS:      PO Box 439, Clinton IL 61727  
CLIENT PHONE #:      217-935-7770

**SCOPE OF SERVICES-**      See attached Scope of Services.

**FEE BASIS -**       Lump Sum Amount \$8,300.00  
 Estimated Cost (figured on time and materials basis)

**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 CLIENT OR DULY AUTHORIZED AGENT OF THE CLIENT, 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 \_\_\_\_\_ CLIENT \_\_\_\_\_  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_

**CHASTAIN & ASSOCIATES LLC**

DATE \_\_\_\_\_ BY \_\_\_\_\_  
Title \_\_\_\_\_

**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.

#### **DEPOSITIONS AND EXPERT WITNESS**

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

#### **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 from 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.

## SCOPE OF SERVICES

Clinton Marina Gas Dock - 6599 Sailboat Road, Weldon, IL

**A. Bid Assistance \$5,800.00**

1. Assistance in the preparation of bid documents, advertisement, bid questions, bid opening, bid analysis, attend board meeting(s), bid recommendation, contract preparation, and notice to proceed.
  - a. Newspaper publication fees not included in cost.
2. Client coordination and site visit
  - a. Assume 6 hours and one site visit prior to bid document preparation.
3. Site sketch to include in bid documents.
  - a. Assume base drawing provided by dock consultant, assume minor alterations to drawing.
  - b. Assume specifications will be provided by owner and/or dock consultant.

**B. Construction Assistance \$2,500.00**

1. Minor construction assistance including:
  - a. Pre-construction meeting on-site.
  - b. Two site visits.
  - c. Minimal construction questions and coordination.

**C. Overall Total Scope of Services: \$8,300.00**

**D. Items not included in the scope of work that can be included for an additional fee:**

1. Topographic & Boundary Survey
2. Full Site Plans and Utility Design
3. Record as-built drawings
4. Construction Staking