

PROPERTY COMMITTEE MINUTES

DATE OF MEETING: February 9, 2023 at 7:04 a.m. County Building

MEMBERS PRESENT: Terry Ferguson– chair, Pat Ryan, and Dan Matthews. Also present, Kevin Kemp – Maint. Supervisor, and Dee Rentmeister – County Administrator.

MEMBERS ABSENT: Kristina Deerwester and Jamie Prestegaard

SUMMARY OF DISCUSSION:

- No one was present to address the committee.
- Motion by Matthews, 2nd by Ryan to approve last month's minutes. Voice vote, motion carried.
- Motion by Matthews, 2nd by Ryan to approve the claims. Voice vote, motion carried.
- Reviewed contract for professional services with Chastain & Associates for the jail roof replacement project. Cost to assist with this project is \$13,500.00. Motion by Ryan, 2nd by Matthews to recommend to the full board to contract with Chastain & Associates for assistance with the jail roof replacement project at a cost of \$13,500.00. Voice vote, motion carried.
- Reviewed a proposal from Cushings Commercial Carpet to replace flooring in the laundry and storage areas of the jail at a cost of \$8,000.00. Motion by Ryan, 2nd by Matthews to recommend to the full board to approve the proposal from Cushings Commercial Carpet to replace the flooring in the laundry and storage areas of the jail at a cost of \$8,000.00. Voice vote, motion carried.
- Reviewed proposal from AAK to fabricate and install bunk storage in the work release area of the jail at a cost of \$1454.00. Motion by Ryan, 2nd by Matthews to approve the proposal from AAK to fabricate and install bunk storage in the jail for \$1454.00. Voice vote, motion carried.
- Received quote to replace carpet in the main area of the zoning office from Wall to Wall Flooring in the amount of \$4200.00. Motion by Ryan, 2nd by Matthews to approve the quote to replace carpet in the main area of the zoning office with tile for \$4200.00. Voice vote, motion carried.
- Ferguson informed the committee that he received a request from Megan Myers and Kristina Deerwester for another dog run at the animal shelter. Committee asked Kevin to get prices and forward to finance.
- Kevin went over project updates:
 - Still waiting on the UPS.
 - Department has been painting offices.
- Motion by Ferguson, 2nd by Matthews to adjourn at 7:24 a.m. Voice vote, motion carried.

COMMITTEE ACTION:

Approve last month's minutes.

Approve the claims.

Recommend to the full board to contract with Chastain & Associates for assistance with the jail roof replacement project at a cost of \$13,500.00.

Recommend to the full board to approve the proposal from Cushings Commercial Carpet to replace the flooring in the laundry and storage areas of the jail at a cost of \$8,000.00.

Approve the proposal from AAK to fabricate and install bunk storage in the jail for \$1454.00.

Approve the quote to replace carpet in the main area of the zoning office with tile for \$4200.00.

RECOMMENDATIONS TO THE FULL BOARD:

Recommend to the full board to contract with Chastain & Associates for assistance with the jail roof replacement project at a cost of \$13,500.00.

Recommend to the full board to approve the proposal from Cushings Commercial Carpet to replace the flooring in the laundry and storage areas of the jail at a cost of \$8,000.00.

DATE OF NEXT MEETING: March 9, 2023 at 7:00 a.m.

**AGENDA FOR THE
PROPERTY COMMITTEE**

Date and Time of Meeting: February 9, 2023 at 7:00 a.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).
3. Items for Discussion and Possible Action
 - a. Approve last month's minutes
 - b. Approve claims
 - c. Contract with Chastain for professional services for jail roof replacement project
 - d. Approve proposal from Cushing's for flooring jail laundry and storage rooms
 - e. Approve proposal from AAK for inmate bunk storage in jail
 - f. Approve proposal from Wall to Wall flooring for additional flooring in zoning office
4. Closed Session
5. Items for Discussion Only (No Action Requested)
 - a. project updates
 - b. additional dog run at the shelter
6. Motion to adjourn.

Posted: February 6, 2023 at 1:40 p.m.

By: Dee Dee Rentmeister

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 at the time the work was performed 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 58.5 cents per mile net (for the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day. A 10% administration fee will be added to all outside vendor expenses.

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 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, drawings, specifications, documents on electronic media and all electronic files are instruments of Consultant's professional service and remain the property of the Consultant. 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. 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 or changes outside of our control.

RECORD DOCUMENTS

Upon completion of Work, the Consultant, when required by the Client, shall compile and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume will be reliable, the Consultant cannot and does not warrant their accuracy.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional services and client agrees that this information shall be only used for the project originally intended. 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. 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.

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.

Updated 10.25.22

Proposal Form – Q#AAK-104045



Proposal Submitted To:

Contractor Information:

Company	<u>DeWitt County</u>	Company	<u>AAK Mechanical Inc.</u>
Name	<u>Kris Hedrick</u>	Name	<u>Zach Mills</u>
Address	<u></u>	Address	<u>10962 Riddle Drive</u>
City, State ZIP	<u></u>	City, State ZIP	<u>Clinton, IL 61727</u>
Phone	<u></u>	Phone	<u>217-938-8501</u>
Email	<u></u>	Email	<u>zachm@aakmechanical.com</u>
Project name	<u>Fab & Install Bunk Storage</u>	Completion date	<u>N/A</u>

Scope of Work

AAK Mechanical proposes to do the following work:

Fabricate and install bunk storage.

Material: \$350

Labor: \$1104

Not Included

Company Proposal



We, AAK Mechanical, hereby propose to complete this project in accordance with the above specifications, for the sum of \$1,454.00 and for the work to be completed by the following date, N/A. All material is guaranteed to be as specified above. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications, including price alterations, will be executed only upon written change orders. **Note: this proposal may be withdrawn by AAK if not accepted within 30 days.**

X

Zach Mills

1/24/2022

Authorized Signature

Date of Proposal

Acceptance of Proposal

I, _____, find the above prices, specifications, and conditions satisfactory and are hereby accepted. AAK Mechanical is authorized to do the work as proposed above.

Signature

Date of Acceptance



Cushings' Commercial Carpet
 1107 W. Chestnut
 Bloomington, IL 61701

Proposal

Date

12/16/2022

Phone #	Fax #	E-mail
309-829-3612	309-829-3612	flooring@cushingscarpet.com

Proposal Submitted To:

Dewitt County Jail

Description	REP	Project		
	TW	Laundry & Storage		
	Units	Qty	Rate	Total
Furnish Tarkett Vinyl Tiles Windrift Coral Reef 0035 18x18	SF		4,702.50	4,702.50
Install new flooring	SF		1,700.00	1,700.00
Minor floor prep			315.00	315.00
Remove existing flooring	SF		1,062.50	1,062.50
Freight			220.00	220.00
We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:			Total	\$8,000.00

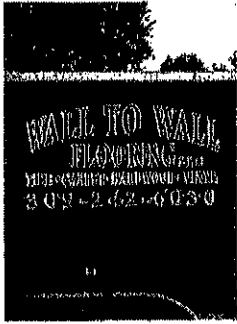
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature _____



Wall to Wall flooring

David Zarecki
318 n mulberry Clinton Il 61727
(309)242-6030
walltowallflooringll@gmail.com

ESTIMATE
EST0037

DATE
01/20/2023

TOTAL
USD \$0.00

TO

Dewitt county zoning

walltowallflooringll@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Option A-Front 1/2 of office 18x24 commercial lvp with glue. New 6 inch cove base. Remove/dispose of old glued down carpet and remove old glue. Supply/install transition. Move furniture. Material and labor-\$4,200.00	\$0.00	1	\$0.00
Option B-Whole front office materials and labor \$6,200.00			
TOTAL			USD \$0.00