

**AGREEMENT FOR PROFESSIONAL SERVICES**

**PROJECT DATA -**      DATE OF AGREEMENT: 2/15/22      JOB NO.:

PROJECT NAME:      Lee County Ordinance Review

START DATE:      3/1/22      ESTIMATED COMPLETION DATE:

LOCATION:      **Various Locations**

CLIENT:      Lee County Board

CLIENT CONTACT:      Alice Henkel, Renewable Energy Coordinator

BILLING ADDRESS:      **Lee County Zoning Office, 112 East Second Street, Dixon, IL 61021**

CLIENT PHONE #:      **815-288-3643**

**SCOPE OF SERVICES-**      See attached scope of services

**FEE BASIS -**      ☐ Lump Sum Amount

☒ Estimated Cost (figured on time and materials basis) \$25,000

**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 58.5 cents per mile net (or 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.

#### **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.

## **Exhibit A, Scope of Services**

### **Lee County Ordinance Review**

The goals of the updates, changes and additions will be provide clean energy production, revenue generation, and job creation in Lee County while ensuring local agriculture and natural and cultural resources are protected.

The following tasks are included in our scope of services.

#### **Task 1 | Existing Ordinance Review**

Chastain will review Lee County's existing ordinances regarding energy and sustainability. These include ordinances for wind, solar, right of way development, pipeline, battery storage and agricultural impact mitigation.

#### **Task 2 | Review of Model Ordinances**

Chastain will identify and review similar ordinances from comparable counties. Chastain will review our findings with County Staff and identify language and provisions desirable by Lee County for inclusion in their final ordinances.

#### **Task 3 | Draft Ordinance Workshops**

1. Wind Ordinance
2. Wind Energy Conversion Systems
3. Solar Energy Systems including as an Accessory Use
4. Battery Energy Storage Systems
5. Pipeline
6. Development with County ROW
7. Agricultural Impact Mitigation Agreement

#### **Task 4 | Draft Ordinance and QA/QC**

Chastain will draft the final ordinances for review by the County. We will also make suggestions on how to incorporate the definitions into the larger ordinance. We will review the ordinances in their entirety to minimize conflicts between ordinances. This quality control will ensure an accurate set of ordinances that work to protect and grow Lee County.

#### **Task 5 | Adoption**

Chastain will work with County Staff to get the final ordinances adopted by the County Board.



## **2022 SCHEDULE OF RATES**

<b><u>Classification</u></b>	<b><u>Per Hour Rate Net</u></b>		
<b>Engineers</b>	<b>From</b>	<b>To</b>	
Project Principal	\$230.40	-	\$233.60
Senior Project Manager	\$236.80	-	\$240.00
Project Manager II	\$185.60	-	\$205.92
Project Manager I	\$153.60	-	\$192.00
Project Engineer II	\$148.80	-	\$161.60
Project Engineer I	\$126.40	-	\$140.80
Engineer	\$84.42	-	\$128.00
<b>Surveyors</b>			
Chief of Survey	\$171.20	-	\$171.20
Surveyor II	\$120.16	-	\$120.16
Surveyor I	\$80.00	-	\$80.00
<b>Technical</b>			
Senior Technician	\$169.60	-	\$169.60
Tech. IV	\$158.40	-	\$158.40
Technician III	\$124.80	-	\$140.80
Technician II	\$104.96	-	\$112.00
Technician I	\$67.20	-	\$102.40
<b>Office Services and Records</b>			
Administrative	\$59.52	-	\$128.00

The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

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 10% administration fee may be charged on outside expenses.

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 or actual rental cost. 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 (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

*Updated 12/26/21*