

## CONTRACT FOR ENGINEERING SERVICES

Champaign County and Engineering Resource Associates, Inc. (ERA) hereby enter this agreement for the performance of certain real estate appraisal professional services.

1. ERA is hereby being contracted to perform engineering services relating to three two-story, multi-unit residential structures; two one-story, four-unit residential structures; a residential duplex; and one A-Frame residential structure, located at 1512 County Road 2700N, Rantoul, Illinois, with Permanent Index Numbers 20-09-15-300-005 and 20-09-16-400-004 ("Subject Property").
2. At the sole discretion of the County, acting through legal counsel, and subject to the consent of neighboring property owners, ERA shall perform a "walk around" tour of the property, in which ERA shall examine the property from neighboring property owners, and review records of the County Planning and Zoning Department.
  - a. The purpose of this tour would be to determine whether it is more likely than not any or all of the structures on the Subject Property contain structural defects.
  - b. ERA would provide a written summary of its conclusions, broken down by structure, and would draft and sign an accurate affidavit, if needed, conveying that information to the Court in support of any petition for administrative warrant to search the Subject Property.
  - c. ERA understands that the scope of the inspection will be limited to what is visible from areas made accessible by neighbors to the Subject Property. The County understands the basis for any expert opinion by ERA will be subject to these limits.
3. Subject to consent of the property owner or authorization by court order, ERA shall enter on the Subject Property and inspect the structures contained thereon.
  - a. This inspection shall occur at a time to be determined by the owner or the Court.
  - b. ERA understands that the scope of the inspection will be limited by the order of the Court. The County understands the basis for any expert opinion by ERA will be subject to these limits.
  - c. Champaign County shall be exclusively responsible for obtaining all court approvals necessary to enter upon the Subject Property and the structures contained therein.
  - d. The inspection will be for the purpose of determining whether the structures on the Subject Property have any structural defects.

4. The inspections to be performed under this agreement do not include defects or deficiencies related to mechanical or electrical systems, fire safety, or accessibility.
5. All services provided hereunder shall be performed by ERA in accordance with generally accepted engineering principles, and shall be made considering only those materials typically relied upon in the engineering field in forming an expert opinion.
6. A written report containing findings will be submitted to County by ERA within one week of any inspection. All drawings, specifications, reports, records, and other work product developed by ERA in connection with this agreement are public documents, and shall remain the property of the County. ERA understands that this report may be included in bid documents, including bid documents for the repair or demolition of structures on the Subject Property.
7. ERA shall present any written report in a follow-up meeting with County Zoning Staff and legal counsel.
8. At the option of the County, acting through legal counsel, ERA will provide expert witness testimony in any proceeding to enforce any of the County's rights or powers under the Champaign County Nuisance Ordinance, 55 ILCS 5/5-1121, or the common law, in relation to dangerous structures or other nuisances on the Subject Property; and any related proceeding to collect debts incurred by the County in responding to such structures or nuisances. ERA will make its expert witness available for at least one meeting prior to any such testimony with County's legal counsel. However, subject to Paragraph 5, ERA will have sole discretion over the content and technical integrity of expert witness testimony. ERA shall provide the County a current curriculum vitae for the expert witness
9. The County will pay ERA reasonable documented costs and an hourly rate for staff.
  - a. The hourly rates for staff shall be as follows:

i. Senior Structural Engineer:	\$230 per hour.
ii. Professional Engineer:	\$170 per hour.
iii. Structural Engineer:	\$130 per hour.
iv. Engineer Intern:	\$80 per hour.
  - b. The total fee shall be no more than \$6,000.00 (including all costs), without prior authorization from the County Zoning Administrator. Should the County elect for ERA to conduct a walk-around inspection, pursuant to Paragraph 2, this amount shall be increased to \$7,250.00.
  - c. Any payment for work prior to termination of this agreement and any requests by the County for additional services beyond the scope of this agreement, including participation in additional County meetings, or presenting additional expert witness testimony, shall be completed using the hourly rates described in Paragraph 9.a.

10. The County grants the Zoning Administrator authority to authorize additional work, as deemed necessary to proceed, or determine whether to proceed, to have any or all of the structures on the Subject Property demolished; any debris removed; and to recover any costs of said actions recovered from the property owner(s). However, in no event may the Zoning Administrator authorize total compensation in excess of \$10,000.00 under this agreement without prior approval of the County Board.
11. This agreement may be terminated by either party, with or without cause, upon fourteen (14) days' notice.
  - a. Upon receipt of a notice of termination, ERA shall discontinue all services under this agreement and shall make available to the County all reports, summaries, or such other information and materials as may have been accumulated by ERA in performing this agreement, whether completed or in progress.
  - b. This agreement will terminate automatically on November 1, 2016, unless extended by mutual written agreement.
  - c. After any termination, ERA shall be entitled to compensation only for services performed and costs incurred prior to receipt of notice of termination.
  - d. Absent proof of earlier receipt or actual notice, the notice of termination shall be deemed received two days after being mailed by certified mail to:

Engineering Resource Associates, Inc.  
3002 Crossing Court  
Champaign, IL 61822
12. ERA agrees to abide by and comply with the Illinois Human Rights Act and all other federal, state, and local laws pertaining to equal employment opportunity.
13. Nothing in this agreement shall be construed to make ERA an employee or partner of the County. ERA shall at all times be treated as an independent contractor.
14. If a dispute arises between the County and ERA relating to this agreement, the parties agree the dispute will be mediated by a mediator or mediators mutually agreed to by the County and ERA. The mediation will take place in the office of ERA located in Champaign County. All costs of mediation will be split evenly between the County and ERA.
15. This agreement shall be governed by the laws of the State of Illinois. Should mediation fail to resolve any disputes under this agreement, venue for all such disputes shall be Champaign County, Illinois.

16. Throughout this agreement, ERA shall maintain general liability and professional liability insurance. This insurance coverage requirement shall not be construed as a limitation of liability of ERA.
17. ERA shall be solely responsible for the safety and health of its staff while performing this agreement. ERA shall indemnify the County for any and all liability arising from the performance of this agreement incurred by the County to ERA staff and to third parties to whom the County and ERA may be jointly liable. Nothing in this agreement shall be construed to require ERA to indemnify the County for any willful misconduct attributable to the County; or as a waiver of any immunities the County may have.
18. Assignment of the rights of this contract are subject to the mutual agreement of the County and ERA, and this contract shall not be assigned unilaterally.
19. This agreement may be amended or supplemented only in writing by a document signed by both parties hereto. Failure to strictly enforce the terms of this agreement on one or more occasions shall not be deemed a waiver of the right to strictly enforce the terms of this agreement on other occasions.
20. This agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. This agreement is effective as of the last date signed.

Engineering Resource Associates, Inc.:

  
Authorized Signature

1/23/15  
Date

Champaign County:

  
County Board Chair

23 Jan 15  
Date