

ENGINEERING SERVICE CONTRACT

AGREEMENT MADE AS OF APRIL 18, 2022 BETWEEN
CHAMPAIGN COUNTY, ILLINOIS (HEREINAFTER CALLED THE
“OWNER”) AND Finley Engineering Company, Inc. OF Lamar, MO
(HEREINAFTER CALLED THE “CONSULTANT”).

TERMS OF AGREEMENT:

This Agreement shall become effective as of the date hereof and shall remain in effect until terminated by either party giving thirty (30) days’ notice to the other party of its intention to terminate. In all events, this Agreement will terminate in five (5) years.

SERVICES COVERED:

The Consultant shall perform from time to time such services as presented in writing by the Owner and agreed to by Consultant, or by request per the terms of this Agreement (the “Work”). Consultant represents that it possesses qualified personnel and maintains appropriate license and certificates of authority to perform services. On projects of specified scope an Engineering Services Authorization Form will be submitted and signed by both parties to begin Work.

CONFIDENTIALITY:

In the course of their dealing with each other, the undersigned parties may from time to time, disclose certain technical and business information, business plans and strategies which is proprietary and confidential to the disclosing party. The purpose of such disclosures is to enable the parties to engage in performing engineering services as may be request. Confidential information shall mean all information disclosed by either party to the other which relates to the disclosing party’s plans and specifications for the project (the “Confidential Information”).

The party which received such Confidential Information from the other party agrees to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such confidential information so received, and shall not make use of such information except for the limited, internal purpose referred to above, without the prior written consent of the disclosing party. In addition, the receiving party agrees to use at least the same degree of care to protect confidential information disclosed to it hereunder as it would employ with respect to its own information of like importance which it does not desire to have published or disseminated, but in no event less than reasonable care.

INSURANCE:

The Consultant shall procure and maintain the following insurance which shall provide primary coverage with respect to the services provided under this Agreement.

- a) Commercial General Liability – Insurance must include premises//operations, products/completed operation, blanket contractual liability and broad-form property damage. The policy limit shall not be less than \$1,000,000 per occurrence.
- b) Automobile Liability – Insurance must cover owned, non-owned, rented, and leased vehicles. The policy limit shall not be less than \$1,000,000 per occurrence.
- c) Worker’s Compensation and Employer’s Liability – Insurance must be prescribed by applicable law. The employer’s liability policy limit shall not be less than \$1,000,000.
- d) Professional Liability – Insurance, policy limit shall not be less than \$2,000,000 per occurrence.

COMPENSATION:

The Owner shall pay the Consultant for services performed hereunder at the Schedule of Time and Equipment Usage Rates as defined in the attached Table 1; plus subsistence expense, if any, paid to (or on behalf of) employees, plus reasonable transportation cost of employees; plus the cost of prints and telephone or cell phone expenses; plus reasonable rental for the test equipment owned or leased by the Consultant; which sum will be due and payable thirty (30) days after receipt of the invoice from the Consultant of the services performed hereunder and the invoice of the Consultant therefore, including the detailed breakdown of the cost by services performed monthly. The rates shall be agreed to annually by the Owner and the Consultant.

Interest at the rate of five percent (5%) per annum shall be paid by the Owner to the Consultant on any unpaid balance due the Consultant, commencing thirty (30) days after the receipt of the Consultant’s invoice, provided that the delay in payment beyond such time shall not have been caused by any conditions within the control of the Consultant. Such interest shall be paid ten (10) days after the amount of interest has been determined by the Consultant. The start date of interest accrual is irrespective of the date of the Owner’s approval of the invoice.

Lump Sum Basis:

- Per executed Work Authorization Form.

Time & Expense Basis:

- Per attached Rate Schedule, subject to modification under terms of Agreement.

INDEMNIFICATION:

To the fullest extent permitted by law, the Consultant hereby acknowledges and agrees that it shall indemnify and hold harmless the Owner against claims, damages, losses and expenses, including but not limited to reasonable attorney’s fees, arising directly out of the performance

of the Consultant's Work for the Owner provided that any such claim, damage, loss or expense (1) is directly attributable to bodily injury or to injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is brought about in whole or in part by any act or omission of the Consultant, its employees, agents or sub-subcontractors.

MISCELLANEOUS

A. Binding Effect. This Agreement shall be binding upon the parties and their respective heirs, personal representatives, administrators, trustees, receivers, successors, and permitted assigns.

B. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersede and replace all prior agreements or understandings and all negotiations, discussions, arrangements, and understandings with respect thereto.

C. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. The headings and table of contents (if any) used in this Agreement are inserted for convenience and reference only and are not intended to be an integral part of or to affect the meaning or interpretation of this Agreement.

D. Amendment, Modification, Waiver. No amendment, modification, or waiver of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or construed to constitute a waiver of any other provision of this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

E. Survival. All terms, covenants, conditions and agreements set forth in this Agreement which by their terms contemplate or require performance or forbearance which is to extend beyond or occur after the termination of this Agreement, specifically including, but not limited to, the provisions relating to the use and disclosure of confidential information, shall survive termination of this Agreement and the termination of Subcontractor's employment (by either party and for whatever reason) and shall nevertheless be and remain fully enforceable as between the parties in accordance with their terms.

F. Missouri Law. The parties agree that this Agreement shall be governed by and construed according to the laws of the State of Missouri. Any legal action or proceeding with respect to this Agreement or any document related hereto shall be brought only in the district courts of Missouri, or the United States District Court for the District of Missouri, and, by execution and delivery of this Agreement, each party hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including, without limitation, any *forum non*

conveniens which any of them may now or hereafter have to the bringing of such action or proceeding in such respective jurisdictions.

G. Force Majeure. Consultant shall not, in any event, be responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by an event that is beyond the reasonable control of Subcontractor, including but not limited to fire, flood, earthquake, explosion, war, acts of terrorism, strike, embargo, government requirement, civil or military authority, acts of God, equipment failure or shortages of labor, fuel, materials or equipment, provided that in the event Consultant's performance is so hindered or delayed, Consultant shall notify the Owner of such condition or occurrence as soon as is reasonably possible, and if such condition or occurrence continues for a period of more than fifteen (15) days, the Owner shall have the right to cancel this Agreement and obtain any such services from any third party of its choosing, provided, however, Owner pays Consultant for all Work performed to the date of termination.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement, effective as of the date and year first above written, fully intending the same to be binding upon themselves, their respective heirs, personal representatives, trustees, heirs, successors and permitted assigns.

ATTEST:

CHAMPAIGN COUNTY, ILLINOIS

Owner



Secretary

BY 

4/25/22

Champaign County Executive

Date

Title

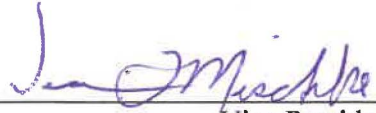
ATTEST:

FINLEY ENGINEERING COMPANY, INC.

Consultant



Secretary

BY 

Vice President



ATTACHMENT A
ENGINEERING SERVICES AUTHORIZATION

AUTHORIZATION NO.: 1 MAXIMUM FUNDS: TBD

Champaign County, Illinois hereby authorizes

FINLEY ENGINEERING COMPANY, INC. to perform the following engineering services under the terms of the Engineering Services Contract dated April 18, 2022

DESCRIPTION OF WORK: Champaign County IL Provider RFI Process & Support

SCHEDULE: Start: TBD Finish: N.A.

BASIS OF COMPENSATION: (Check one)

- x Fixed Price Basis: List \$ 28,100.00 (See Notes Below)
Unit Price Basis: List units and unit prices, extend and total.
Time & Expense Basis: List estimated maximum cost

REMARKS: The current fixed price is reflective of the Champaign County IL Scope of Work #1 fixed price elements. Additional Work Authorizations will be developed for the items noted as Individual Project or TBD based on the release of additional funding and client/partner opportunities.

For the Consultant

For the Owner

Approved:

Approved:

FINLEY ENGINEERING COMPANY, INC.

Champaign County, Illinois

BY

[Signature]

BY

[Signature]

DATE 4/25/22

DATE 4/25/22

A digitally signed copy is being provided to Owner, who is to sign and return.