



Henneman Engineering Inc.

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October 9, 2014

Vermilion County Board Office
Courthouse Annex
6 North Vermilion
Danville, IL 61832

Attn: Mr. Gary Weinard

Re: Vermilion County Board Office Master Plan Study (Expanded Proposal)
Danville, Illinois

Dear Mr. Weinard:

Thank you for your interest in having Henneman Engineering, Inc. perform an expanded preliminary Master Planning Study for the Vermilion County Facilities in Danville, Illinois. Based on our discussions at the Finance Committee meeting on 10/6 and our correspondence over the last two days, I have prepared the following proposal for requested services from Henneman Engineering.

We understand that you would like assistance from HEI to accomplish the following objectives:

1. Conduct a brief survey of all County Facilities and identify a group of facilities and/or departments that require more detailed examination due to their current condition.
For the facilities and departments identified in Item 1 that require more detailed analysis:
2. Study the existing layout of each department and suggest an optimal amount of square footage for the department, possibly in a different location, or in a new facility. The new location could be one of several options, some of which may be determined at a later date.
3. Organize the potential locations for each department into a group of clearly defined options for review.
4. Analyze and document the basic benefits and risks associated with each option.
5. Prepare a document to concisely represent the anticipated needs for each department and the potential alternate locations to accommodate them. The document can then be used as a planning tool for future facility decisions.

SCOPE OF SERVICES

The following is a description of work we propose to furnish for the Vermilion County Facilities Master Plan Study in order to accomplish the objectives listed above:

- Conduct an initial facility review for each department/location listed in the attached document entitled "List of Buildings and Offices".
- Prepare a report of each department and identify those departments that qualify for more detailed analysis, including criteria for selection of departments for further study.
For departments identified in the initial study that require more detailed analysis:
- Review existing drawing documentation for the current location.
- Conduct a brief interview with designated staff to document specific space needs for each department, and potential locations for relocation of certain departments.
- Prepare blocking and stacking diagrams to illustrate a probable layout for a new facility, including square footages for each department and the entire facility.



Henneman Engineering Inc.

- Prepare site plan diagrams of potential new locations and include descriptions of each, including benefits and risks for the individual options.
- Organize the data and graphics into a report to present the information in an understandable format.

PROPOSED FEES

We propose to furnish the above outlined services on an Hourly Fee Basis with a **Not-To-Exceed Maximum Cost of \$16,560.00**, excluding reimbursables, which would be billed as straight material cost.

ADDITIONAL SERVICES

If the Owner requires additional professional services not listed above, the services will be billed on an hourly basis in accordance with the current HEI standard hourly classification rates attached hereto. HEI will proceed with additional services only upon the written authorization of the Owner.

REIMBURSABLE EXPENSES

Reimbursable expenses (i.e., not included in basic services fee) include reproduction/printing cost of documents, postage for mailing documents and cost of travel at 55 cents per mile. These expenses will be billed from invoices received by the Architect from vendors, at cost.

OWNER PROVIDED

What HEI will require from the Owner to complete this work is access to existing drawings for the current facilities to be studied.

REFERENCES

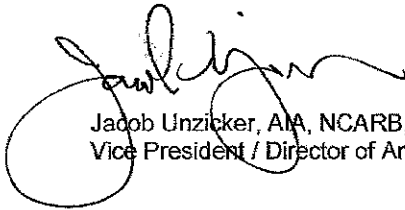
We have included a brief firm introduction letter and a list of references from past projects that you may contact in regard to our work. These particular projects have been selected because each of them involved the same interactive process that we propose for your project, and included the same type of effort to analyze space needs and develop a plan to accommodate them. For that reason, they should offer a good representation of our process and the individuals listed can also verify their experience with us through that process.

We look forward to working with you on this exciting project. If you should have any questions, please do not hesitate to contact me.

If this proposal is acceptable to you, please sign below and return one copy to our office.

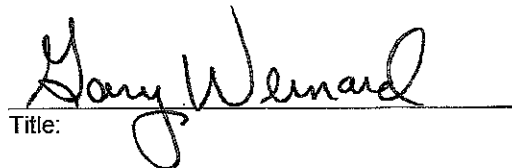
Best Regards,

HENNEMAN ENGINEERING, INC.



Jacob Unzicker, AIA, NCARB, LEED® AP
Vice President / Director of Architecture

Accepted by:



Title:

Enclosure(s)



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LIST OF BUILDINGS AND OFFICES

Vermilion County Facilities Master Plan Study

Facility	Address	Office/Department
Annex	6 North Vermilion	Auditor IT Department and computer servers County Clerk Treasurer Recorder of Deeds County Board Chambers County Board Office Supervisor of Assessments Board of Review
Courthouse	7 North Vermilion	Seven Courtrooms Judges and visiting Judges Offices State's Attorney Public Defender Circuit Clerk Jury Administrator
Health Department	200 South College	Health Department Superintendent of Schools Mental Health 708 Board
Public Safety Building	2 East South Street	County Jail Sheriff's Department
Juvenile Detention Center	150 East Sager	Juvenile Detention Center
Highway Department	2732 Batestown Road Oakwood, IL 61858	Highway Department
Buildings and Grounds	123 North Hazel	Buildings and Grounds Coroner
Animal Shelter	14775 Catlin/Tilton Road	Animal Shelter
Emergency Management Agency	2507 Georgetown Road	Emergency Management Agency

Henneman Engineering, Inc.

TERMS AND CONDITIONS OF SERVICES

1. These Terms and Conditions of Services are an integral part of the Proposal dated October 9, 2014 between Henneman Engineering, Inc. ("HENNEMAN") and the Vermilion County Board Office (the "Client").
2. This Proposal is valid for thirty (30) days from the date set forth at the top of the Proposal. Upon execution of this Proposal by Client or HENNEMAN's commencement of work without Client's objection to these Terms and Conditions of Service, Client shall be bound by the Proposal and all of these Terms and Conditions of Service (collectively the "Agreement"). Any additions, deletions, or changes to the Proposal or these Terms and Conditions of Services shall be in writing and executed by both Parties.
3. (a) The services described in the Proposal constitute the Scope of Services that HENNEMAN agrees to provide to Client under this Agreement.

(b) Unless otherwise expressly agreed in the Proposal, the fees and charges for the Project are estimates only of the time and effort required to complete the Project.

(c) If, during HENNEMAN's performance of the Scope of Services, the Client requests, in writing, a change in the Scope of Services ("Change of Service"), such Change in Service and method of compensation shall be agreed to in writing prior to HENNEMAN being obligated to undertake such Change in Service. If HENNEMAN performs such Change in Service and this Subparagraph (c) has not been complied with, HENNEMAN shall be compensated at its then prevailing hourly rates.

(d) The scope of the Project is set forth in the Proposal. The scope of the Project shall not be altered without the written consent of both HENNEMAN and the Client. In the event that the parties consent to alter the scope of the Project, the Scope of Services and the fees and charges for the Project as set forth in this Agreement shall be adjusted in accordance with Subparagraph (c) of this Paragraph 3.

(e) The Client warrants that HENNEMAN will be able to proceed with the Project without delay or interruption.

(f) At such times as HENNEMAN may request, the Client, at the Client's expense, shall provide full, complete and correct information, including a program of objectives, constraints and criteria, a legal description and current certified land survey of the property with respect to which the Scope of Services are performed, soil boring and other relevant test, inspections and reports.
4. HENNEMAN may suggest that consultants, such as surveyors, soils engineers, environmental engineers or acoustical engineers be utilized. If so, their services agreement may be with the Client and they shall be paid by the Client even if HENNEMAN, as Client's agent, procures their services on behalf of the Client.
5. If required under the Proposal, HENNEMAN shall visit the site to become generally familiar with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Drawings and Specifications. HENNEMAN shall not be required to make exhaustive or continuous checks of the quality or quantity of work. HENNEMAN shall in no event have control or charge of the construction and shall not be responsible or liable to Client for construction means, methods, techniques, sequences or procedures, or for safety precautions or the acts or omissions of contractors or any other persons performing work or for their failure to perform.
6. HENNEMAN shall review Contractor's submittals. Review of submittals, however, is not for the purpose of determining the accuracy and completeness of details, for ascertaining the correctness of calculations, for determining the appropriateness of quantities, for determining the appropriateness of the means, methods or procedures to be utilized or to ascertain the performance of equipment or systems, all of which remain the exclusive responsibility of the Contractor.
7. HENNEMAN shall not be responsible for the verification of the condition of subsurface conditions or for the condition of existing structures.
8. Estimates of probable construction cost prepared by HENNEMAN represent its best judgment as a design professional and are supplied for the general guidance of the Client. HENNEMAN cannot and does not guarantee, warrant or represent that any such estimates will not vary from a contractor's bids or actual costs to the Client.
9. (a) The standard of care for all Services furnished by HENNEMAN under this Agreement will be the care and skill ordinarily used by members of HENNEMAN's profession practicing under similar circumstances at the same time and in the same locality. HENNEMAN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH HENNEMAN'S SCOPE OF SERVICES INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE.

(b) HENNEMAN's Drawings and Specifications shall conform to all laws, regulations, codes and ordinances ("Laws") as such requirements are interpreted by governmental authorities at the time HENNEMAN submits the Drawings and Specifications for permit review, but HENNEMAN shall not be responsible for preparing Drawings and Specifications conforming to Laws relating to the investigation, detection, abatement, replacement, discharge, installation or removal of asbestos or any other toxic or hazardous material.

(c) Neither HENNEMAN nor Client shall be liable to the other or their contractors and consultants for any special, indirect or consequential damages of any nature.

(d) Notwithstanding any provision of this Agreement to the contrary, the Client may recover from HENNEMAN on account of any negligent act, error or omission on the part of, or breach of any implied or express terms of this Agreement by, HENNEMAN, its agents, officers, members, partners, employees, directors, consultants, or independent contractors (the "Covered Entities") which arise or is in any way related to any services performed hereunder, only that amount equal to the total compensation received by HENNEMAN under the Agreement. In no event shall the Covered Entities be liable in an amount greater than the total compensation received by HENNEMAN under the Agreement for any type of damages or costs that are or could be awarded to the Client by any court.
10. Any and all documents prepared pursuant to or otherwise resulting from this Agreement are the property of HENNEMAN. However, the Client shall be permitted to retain copies of such documents and plans for informational use and reference in connection with the Client's use of the Project.
11. (a) HENNEMAN shall, as soon as possible after the end of each month, deliver to Client a separate, month-end invoice ("Invoice") showing the amount due from Client for the Services performed by HENNEMAN under this Agreement and Reimbursable Expenses incurred by HENNEMAN in furtherance of this Agreement. Within ~~thirty (30)~~ sixty (60) calendar days after the date of HENNEMAN's Invoice, Client shall make payment to HENNEMAN. Amounts unpaid after said ~~thirty (30)~~ sixty (60) day period shall bear interest at 1.5 percent per month.

(b) Client's failure to question any invoice within ~~ten (10)~~ fifteen (15) calendar days after such invoice or sworn statement is transmitted to Client shall be conclusive evidence that such invoice is correct and that HENNEMAN is entitled to full payment for all sums set forth in such invoice.

- (c) Failure to pay any invoice when due shall entitle HENNEMAN, at HENNEMAN's sole discretion and upon five (5) calendar days written notice to Client, to suspend HENNEMAN's Services. In the event of such suspension, Client waives all rights or claims which it might otherwise have against HENNEMAN as a direct or indirect result of such suspension.
- (d) Should HENNEMAN bring any action or proceeding at law or in equity to enforce payment of unpaid invoices, together with any and all interest, and if HENNEMAN recovers a judgment in any sum, HENNEMAN shall also recover attorneys' fees and all costs of litigation.
- (e) If, through no fault of HENNEMAN, HENNEMAN's Services are not completed within the Time of Performance set forth in this Agreement or if HENNEMAN's Services are suspended one or more times for a total of three (3) months, any Services performed after the Time of Performance or after such suspension shall be considered a Change in Service.
- (f) No deductions shall be made from HENNEMAN's compensation except where HENNEMAN is held legally liable.
12. Client shall require in any agreement it makes with any Contractor(s) for the performance of the work that such Contractor(s) shall obtain Commercial General Liability Insurance with contractual liability coverage and that the Contractor(s) name HENNEMAN and its employees and consultants as additional insured's of that policy. The additional insured's endorsement shall state that: (1) the coverage afforded the additional insured's shall be primary insurance with respect to claims arising out of operations performed by or on behalf of the Contractor; (2) if the additional insured's shall have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis; and (3) the amount of the insured's liability under the insurance policy shall not be reduced by the existence of other additional insured's insurance.
- ~~13. The Client waives any right of contribution against and agrees to indemnify and hold harmless HENNEMAN, its agents, officers, directors, members, partners, employees, independent contractors and consultants from and against any and all claims, losses, damages and expenses (including reasonable attorneys' fees and litigation costs) arising out of, in connection with, or resulting from the acts or omissions of the Client or the Client's consultants, provided that this indemnity shall not apply to any claims, losses, damages or expenses arising out of the negligence of HENNEMAN.~~
- ~~14. In the event that Client institutes legal action against HENNEMAN, and if such legal action is not successfully prosecuted or if such action is dismissed, or if the decision is rendered for HENNEMAN, Client agrees to pay HENNEMAN any and all costs and expenses associated with HENNEMAN's defense of such action.~~
15. Because, notwithstanding the exercise of due care and skill, no set of drawings and specifications are without omission or inconsistency, the Client agrees that HENNEMAN shall not be liable for an omission or inconsistency which causes an increase in the cost of construction to the extent that such costs would have been incurred had the inconsistency not existed or the omitted feature, system or equipment been a part of the contract of any Contractor performing work.
16. HENNEMAN, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials. The Client acknowledges that HENNEMAN has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials. ("Hazardous Materials") Accordingly, the Client hereby agrees to bring no claim for negligence, breach of contract, contribution, indemnity or any other claim against HENNEMAN, its principals, employees, agents and consultants for losses, costs, expenses or damages which the Client may incur arising from the existence of Hazardous Materials at the Project.
17. (a) This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating termination.
- (b) Client's failure to pay any invoice when due shall entitle HENNEMAN, at its sole discretion and upon five (5) calendar days written notice to Client, to terminate this Agreement. In the event of such termination, Client waives all rights and claims which Client might otherwise have against HENNEMAN as a direct or indirect result of such termination.
- (c) Either party shall have the right to terminate this Agreement for convenience upon thirty (30) days written notice to the other party.
- (d) In the event this Agreement is terminated, HENNEMAN shall be compensated for all services performed to the termination date, including Reimbursable Expenses and other costs directly attributable to the termination but for which HENNEMAN is not otherwise compensated.
18. Any delays in or failure of performance by Client (other than payment of monetary obligations) or Consultant shall not constitute default hereunder if, and to the extent, such delays or failures of performance are caused by occurrences beyond the control of Client or Consultant.
19. In the event any provision of this Agreement is held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant of this Agreement shall not be construed by the non-waiving party to be a waiver of such provision, term, condition or covenant in the event of a subsequent breach by the non-waiving party.
20. This Agreement shall be binding upon the parties and their respective successors, assigns and personal representatives. Neither party shall assign its interest in this Agreement without the written consent of the other.
21. This Agreement constitutes the entire integrated Agreement between the Client and HENNEMAN, and supercedes all prior negotiations, representations, or agreements, whether written or oral except as are specifically incorporated into this Agreement by reference. This Agreement may not be amended except by written instrument signed by both the Client and HENNEMAN.
22. This Agreement shall be governed by the laws of the State of Illinois.