



**CHAMPAIGN COUNTY BOARD  
COMMITTEE AGENDA**

**COUNTY FACILITIES**

**Tuesday, May 13, 2008 – 6:00 p.m.**

**Lyle Shields Meeting Room, Brookens Administrative Center  
1776 East Washington, Urbana, IL**

**CHAIR: Steve Beckett**

**MEMBERS: Bensyl, Betz, Cowart, James, Jay, Richards, Sapp, Weibel**

**AGENDA ITEM**

**I CALL TO ORDER**

**II APPROVAL OF AGENDA**

**III PUBLIC PARTICIPATION**

**IV CHAMPAIGN COUNTY COURTHOUSE**

A. Approval of Contract between the County of Champaign and Todd Frahm for the manufacture of Gargoyles for the Clock & Bell Tower Project.

**V COUNTY ADMINISTRATOR**

A. Approval of release of Bid 2008-005 – Replacement of Exterior Walls on South Highway Building.

**VI OTHER BUSINESS:**

**VII CONSENT AGENDA ITEMS:**

**VIII ADJOURNMENT**

**ATTACHMENTS GIVEN TO COMMITTEE AT MEETING**

**COUNTY FACILITIES**

**May 13, 2008**

**CONTENTS:**

1. Agreement between the County & Todd Frahm

**AGREEMENT BETWEEN COUNTY OF CHAMPAIGN  
AND TODD FRAHM SCULPTURE  
FOR COURTHOUSE GARGOYLES**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the County of Champaign (hereinafter referred to as "County") and Todd Frahm Sculpture (hereinafter referred to as the "Contractor") for the design and creation of gargoyles to be installed at the Champaign County Courthouse, 101 E. Main St., Urbana, Illinois.

In consideration of the mutual promises contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as set forth below:

**SECTION ONE**  
**CONTRACTUAL RELATIONSHIP**

A. This Agreement shall not be construed to create a contractual relationship of any kind between any persons or entities other than the County and the Contractor.

B. The Contractor shall perform all services which are reasonably necessary and appropriate for the effective and prompt performance of the work to be performed pursuant to this Agreement. The relationship between the County and the Contractor created under this Agreement is that of principal and independent contractor. All of the services provided by the Contractor shall be subject to the provisions of the Agreement, and any written amendments as referenced herein. The Contractor shall invoice the payments to be made pursuant to Section Four herein, and the County shall provide payment for all services provided in accordance with Section Four herein.

**SECTION TWO**  
**WORK TO BE PERFORMED**

A. The work to be performed by Contractor for the County is the design and creation of four identical bronze gargoyles prepared to scale and mounting specifications, and which will include the following design elements:

1. The Contractor shall design the gargoyles using the current scale of 2'8"H x 3'4" x 4'7"D.

2. The Contractor will patina and seal the bronze used for the four gargoyles to close match the existing or future color of the copper roof.

3. The Contractor will provide as many as three decorative bolt caps per gargoyle. These caps will conceal the Architect's mounting bolts, and are meant to function aesthetically, not structurally.

Should the County request a significant alteration in the scale of the gargoyles as outlined in this Agreement, the County and the Contractor agree they will renegotiate the payment to be made by the County to the Contractor for the work performed by the Contractor pursuant to the terms of this Agreement.

B. The work to be performed by the Contractor includes the provision by the Contractor of all labor, materials, equipment, and other personnel necessary for the Contractor to fulfill the Contractor's obligations pursuant to this Agreement. However, the work does not include the installation of the gargoyles, which is the sole responsibility of the County, including coordination and payment of any equipment necessary to elevate the gargoyles to their permanent location at the Champaign County Courthouse. In addition, the County shall be solely responsible for long term maintenance of the gargoyles and surrounding architecture.

C. The maquettes, molds and drawings created by the Contractor to perform the work outlined in this Agreement shall remain the actual and intellectual property of the artist. The Contractor shall retain actual possession of the gargoyles until the following conditions have been met, at which said time the County shall be entitled to actual possession of the gargoyles: (a) The County has paid for the work in full; and (b) The County is ready to install the gargoyles at the Champaign County Courthouse. The parties agree that the said installation shall occur no later than two years after the 100% completion of the work as outlined in this Agreement.

**SECTION THREE**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

A. The Date of Commencement of the Agreement shall be May 22, 2008.

B. The Contractor shall achieve Substantial Completion of the entire work to be performed no later than \_\_\_\_\_, 2008, subject to any adjustments of this date as agreed upon by the County and the Contractor in writing.

**SECTION FOUR**  
**CONTRACT SUM**

A. The County shall pay the Contractor the total sum of \$44,000 for the work to be performed as outlined in this Agreement, with the contract sum to be paid as follows:

1. \$15,000, representing the initial labor and materials necessary to commence the work to be performed as outlined in this Agreement, no later than June 6, 2008.
2. \$14,500 at 50% completion of the work to be performed as outlined in this Agreement.
3. \$14,500 upon 100% completion of the work to be performed as outlined in this Agreement and the safe delivery of the four gargoyles to the construction site at the Champaign County courthouse, and upon the determination by the County that the Contractor has satisfactorily completed the work.

The parties acknowledge that the Contract Sum shall be paid from the funds donated to the County by the Clock and Belltower Committee to Champaign County in the sum of \$44,000.

The Contractor shall submit invoices at the commencement of the work, at 50% completion of the work, and at 100% completion of the work.

B. In return for payment of the Contract Sum by the County to the Contractor as outlined in this Agreement, the Contractor shall assume all associated costs of the gargoyles fabrication, including delivery to the Champaign County Courthouse.

C. Any additional work outside of the scope of this Agreement to be performed by the Contractor shall be authorized only by a written amendment to this Contract by the parties, with the said written amendment to contain any changes in the Contract Sum.

#### **SECTION FIVE** **STANDARD OF CARE**

A. The Contractor represents that it will perform the Work under the Agreement in a good and worklike manner.

B. The County, its employees, agents and subcontractors shall not be liable for any activities related to the Work as outlined in this Agreement and performed by the Contractor or any of its employees, agents and subcontractors. The Contractor, its employees, agents and subcontractors shall not be liable for any activities related to the Work as outlined in this Agreement and performed by the County's own forces or by contractors or subcontractors to whom the County has awarded separate contracts.

#### **SECTION SIX** **TERMINATION**

A. The Agreement may be terminated by either party upon at least fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. The Contractor may also terminate the Agreement if the County suspends the Contractor's services for more than sixty (60) day through no fault of the Contractor.

B. If the Agreement is terminated by the County, the Contractor shall be paid for the portion of the work performed prior to the termination date set forth in the notice, plus termination expenses. Termination expenses shall be defined as personnel and equipment rescheduling, re-assignment adjustments, and all other costs incurred which are directly attributable to the termination of the Agreement by the County.

#### **SECTION SEVEN** **SEVERABILITY**

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

**SECTION EIGHT**  
**SECTION HEADINGS**

The heading or title of a section is provided for convenience and information, and shall not serve to alter or effect the provisions of the Agreement.

**SECTION NINE**  
**SURVIVAL**

All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between the County and the Contractor shall survive a completion of services and termination of the Agreement.

**SECTION TEN**  
**ASSIGNMENT**

Neither the County nor the Contractor may delegate, assign, sublet, or transfer its duties, responsibilities or interests in the Agreement without the written consent of the other party.

**SECTION ELEVEN**  
**CHOICE OF LAW**

The Agreement shall be governed by the law of the State of Illinois.

THIS AGREEMENT is entered into as of the day and year first above written.

CHAMPAIGN COUNTY, ILLINOIS

TODD FRAHM SCULPTURE

\_\_\_\_\_  
C. PIUS WEIBEL  
Chair of the Champaign County Board

\_\_\_\_\_  
TODD FRAHM, Principal  
Todd Frahm Sculpture

ATTEST: \_\_\_\_\_  
Mark Shelden, County  
Clerk and *ex officio*  
Clerk of the Champaign County Board

Prepared by:

Susan W. McGrath  
Senior Assistant State's Attorney  
Office of the Champaign County State's Attorney  
1776 E. Washington  
Urbana, IL 61802  
217/384-3832