

#### COUNTY BOARD SPECIAL MEETING ADDENDUM

County of Champaign, Urbana, Illinois Monday, February 26, 2007 – 7:00 p.m.

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

Page No.

#### **ITEM**

- IX <u>Executive Session Pursuant to 5 ILCS 120/2 (C) (11) to Consider Litigation</u>
  Which is Probable or Imminent on behalf of Champaign County
- X Adoption of Resolution No. 5852 Approving the Proposal for Engagement of
  Professional Engineering, Investigative, and Forensic Services Related to the
  New Champaign County Nursing Home Between Phebus & Koester on Behalf
  of the Champaign County Board and Berns, Clancy & Associates

\*Roll Call

Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

County Board members and guests are encouraged to park in the north parking lot, off Lierman Avenue, and enter the Brookens facility through the north door. The Brookens Administrative Center is an accessible facility. For additional information, contact Kay Rhodes in the County Administrator's Office at (217) 384-3776.

Telephone: (217) 384-3776 FAX: (217)384-3896 Champaign County TDD: (217) 384-3864
County Home Page: www.co.champaign.il.us County E-Mail Address: CountyBoard@.co.champaign.il.us

<sup>\*\*</sup>Roll call and 18 votes

<sup>\*\*\*</sup>Roll call and 21 votes

<sup>\*\*\*\*</sup>Roll call and 14 votes

#### **RESOLUTION NO. 5852**

# RESOLUTION APPROVING THE PROPOSAL FOR ENGAGEMENT OF PROFESSIONAL ENGINEERING, INVESTIGATIVE AND FORENSIC SERVICES RELATED TO THE NEW CHAMPAIGN COUNTY NURSING HOME BETWEEN PHEBUS & KOESTER ON BEHALF OF THE CHAMPAIGN COUNTY BOARD AND BERNS, CLANCY & ASSOCIATES

- WHEREAS, the Champaign County Board has retained the services of the Phebus & Koester law firm to represent Champaign County in ongoing litigation regarding the new Champaign County Nursing Home; and
- WHEREAS, the law firm of Phebus & Koester has recommended to the Champaign County Board that it would be appropriate to investigate surface drainage features on the new Champaign County Nursing Home site as a necessary part of ongoing litigation preparation; and
- WHEREAS, the law firm of Phebus & Koester has further recommended that the said study be conducted as a forensic evaluation of the surface drainage features on the new Champaign County Nursing Home site; and
- WHEREAS, the law firm of Phebus & Koester has further recommended that Berns, Clancy & Associates is the most qualified engineering firm to conduct such a forensic evaluation; and
- WHEREAS, the law firm of Phebus & Koester has obtained a proposal for such a forensic evaluation from Berns, Clancy & Associates which is attached to this resolution; and
- **WHEREAS**, the law firm of Phebus & Koester recommends to the Champaign County Board that the said proposal be approved; and
- WHEREAS, the Facilities committee of the Champaign County Board recommends approval of the proposal from Berns, Clancy & Associates to provide professional engineering, investigative and forensic services regarding the new Champaign County Nursing Home site.
- **NOW, THEREFOR BE IT RESOLVED** that the Champaign County Board approve the proposal from Berns, Clancy & Associates to provide professional engineering, investigative and forensic services regarding the new Champaign County Nursing Home site, as attached to this resolution.
- **PRESENTED, ADOPTED, APPROVED and RECORDED** this 22<sup>nd</sup> day of February, A.D. 2007.

| Reso  | lution    | Nο    | 5852 |
|-------|-----------|-------|------|
| 11000 | 163616761 | 1313. |      |

| C. Pius Weibel, Chair  |
|------------------------|
| Champaign County Board |

ATTEST:

Mark Shelden, County Clerk and ex-officio Clerk of the Champaign County Board



#### **BERNS, CLANCY AND ASSOCIATES**

PROFESSIONAL CORPORATION

#### **ENGINEERS • SURVEYORS • PLANNERS**

Revised November 7, 2006

THOMAS B. BERNS EDWARD L. CLANCY CHRISTOPHER BILLING

DONALD WAUTHIER

BRIAN CHAILLE DENNIS CUMMINS MEG GRIFFIN

MICHAEL BERNS OF COUNSEL

Mr. Joseph Phebus Phebus & Koester 136 West Main Street Post Office Box 1008 Urbana, Illinois 61801

RE:

PROFESSIONAL ENGINEERING, INVESTIGATIVE & FORENSIC SERVICES NEW CHAMPAIGN COUNTY NURSING HOME SITE INVESTIGATIONS CHAMPAIGN COUNTY EAST CAMPUS URBANA. CHAMPAIGN COUNTY. ILLINOIS

#### Dear Mr. Phebus:

In accordance with our previous conversations, we provide this proposal for the engagement of Professional Engineering, Investigative and Forensic Services related to the construction of the new Champaign County Nursing Home on the County's East Campus site in Urbana, Illinois.

As we discussed with you, we provided Professional / Consulting Services directly to Champaign County on projects that were ancillary to the New Nursing Home Project. We coordinated with the Urbana Park District to help provide a drainage outlet for the Nursing Home site through Prairie Park and Weaver Park. We made slight modifications to the drainage limited within the two (2) parking lots on-site to comply with desires of the Urbana Park District. We were not involved with the drainage design or grading of the New Nursing Home Site. We reiterate this so you may judge for yourself if there may be any potential for a "conflict of interest".

We previously assisted Champaign County with surveying and site work components for numerous other projects across their East Campus site in a variety of capacities. These include: a Master Plan for the East Campus; the Adult Detention Facility; the Fleet Maintenance Facility; Storm Drainage Planning for Sub-Watersheds; Juvenile Detention Facility; Animal Control Center; ESDA Building Site; Art Bartell Road Extension; Water Main Loop Extension; and an Area-Wide East Campus Topographic-Site Survey.

Berns, Clancy and Associates, P.C. (hereinafter called "Consultant") proposes to render Professional Engineering, Investigative and Forensic Services to Mr. Joseph Phebus of Phebus & Koester on behalf of the Champaign County Board (hereinafter called "Client") in connection with the new Champaign County Nursing Home site in Urbana, Champaign County, Illinois, (hereinafter call the "Project"). Client is expected to furnish Consultant with full information as to the requirements, goals and objectives including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data.

5753

e 405 EAST MAIN STREET • POST OFFICE BOX 755 • URBANA, IL 61803-0755 217/384-1144 FAX 217/384-3355

<sup>□ 28</sup> WEST NORTH STREET • 301 THORNTON BLDG • DANVILLE, IL 61832-5729 217/431-1144 • FAX 217/431-2929

Mr. Joseph Phebus
Phebus & Koester
Professional Engineering, Investigative, and Forensic Services
New Champaign County Nursing Home Site, Urbana, Illinois
November 7, 2006
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Our potential Professional Engineering, Investigative and Forensic Services to be rendered on this Project may include, but are not limited to, the following tasks:

Communications with Client
Meetings and Negotiations
Review of Existing Data
Field Investigations and Surveys
Acquisition of Ground Photography
Research into Applicable Ordinances
Analysis of Existing Conditions
Drainage Investigations
Preparation of Map and Plat Exhibits
Exhibit Preparation
Consulting Expert Services
Deposition Services

Acquisition of Aerial Photography
Coordination with Client's Agents
Coordination with Client's Other Consultants
Site Inspection and Testing
Research into Applicable Standards
Review of Probable Causations
Review of Site Drainage and Grading
Analysis of Site Design
Preparation of Verbal and Written Reports
Preparation for Deposition / Court Testimony
Opinion Witness Services
Reports / Presentations to County Board

We propose to provide Professional Engineering, Investigative, and/or Forensic Services as requested and directed by you on a per diem basis in accordance with our Standard Fee Schedule and General Conditions Sheet in effect at the time services are performed. Our current Standard Fee Schedule and General Conditions Sheet is attached and is included in this agreement by reference. You shall be obligated to pay Berns, Clancy and Associates a fee for services provided, plus expenses incurred during the performance of the work.

The fee will be computed by multiplying the total number of hours expended on the work by the applicable hourly rate for each classification contained on the Standard Fee Schedule in effect when services are performed. In addition to fees, expenses will be billed as incurred in accordance with the accompanying Standard Fee Schedule.

Services will be provided as requested by and for the exclusive benefit of Client and for Client's designated consultants and agents. In the furtherance of these services, Consultant may review other records, ordinances or standards and will review any data you make available.

Since an ultimate scope of all services cannot be defined at this time, Consultant can currently make no estimate of the time, effort or ultimate cost that will be required in the performance of services on Client's behalf. At such time as a scope of services for a specific task can be defined, Client may request Consultant to prepare estimates of fees and expenses to undertake various specific tasks as identified by Client. We attach to this proposal a scope of services for the first Task that has been outlined to date.



Mr. Joseph Phebus
Phebus & Koester
Professional Engineering, Investigative, and Forensic Services
New Champaign County Nursing Home Site, Urbana, Illinois
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We understand that you will supply any necessary background data for our use in the performance of these services. It is necessary that you advise us at an early date if you have time and/or budgetary limitations for our services on this Project. At this time, we append a scope of services and fee proposal for two (2) initial tasks identified to date, which we provide for your review and approval.

We appreciate this opportunity to submit this engagement letter to you and we look forward to hearing from you in the near future. This Proposal for Engagement of Professional Engineering, Investigative and Forensic Services is valid for thirty (30) days from this date. After that period it is subject to review and renegotiation. If you find the above agreement acceptable, please sign in the space provided below and return a copy to us as our formal authorization to proceed. If you have any question or comment, please contact us.

| ☐ TASK 1-INITIAL SIT          | E DRAINAGE REVIEW AND RECOMMENDATIONS         |
|-------------------------------|---|
| APPROVED:<br>Phebus & Koester | Sincerely, BERNS, CLANCY AND ASSOCIATES, P.C. |
| Signature                     | Christopher Billing, P.E., Vice President     |
| Date                          |   |

CB:mp cc: Denny Inman Enclosures 5753 pp1

**AUTHORIZATION TO PROCEED:** 



# ATTACHMENT 1, consisting of 2 pages Appended to the Agreement for Forensic Services Dated November 7, 2006 Initial: Mr. Joseph Phebus Initial: Berns, Clancy and Associates, P.C.

#### TASK 1. INITIAL SITE DRAINAGE REVIEW AND RECOMMENDATIONS

This Task 1 Initial Site Drainage Review and Recommendations includes primarily a review of the grading of the site to ascertain the effectiveness of the surface drainage features of the site. We understand you have the "official" copy of the construction drawings. We will study the drainage plan as depicted on the construction documents. We will dispatch a field crew to gather "as-built" topographic information and compare it to the Plans to evaluate how successfully the construction implemented the design. We will give special attention to the method for removing the concentrated roof runoff from around the perimeter of the building. We will note problems and concerns we identify from these efforts and make any recommendations to you along with an estimate of anticipated costs of any recommended changes. More specifically, these services may include:

- 1. Communications, correspondence, and conversations with you and any other consultants or investigators as you may prescribe.
- 2. Coordination with you to obtain a copy of the construction drawings.
- 3. Review of the grading and drainage plan for the site, including building details as depicted by the construction drawings and Plans.
- 4. Initial reconnaissance of the site to spot drainage problems or areas of grading concern and to obtain ground photography documenting the current situation.
- 5. Fieldwork to re-establish project vertical control bench marks and to obtain spot elevations to verify the "as-constructed" grading at the site.
- 6. Office reduction of the field notes and checking of the data against the Plans.
- 7. Preparation of a site plan exhibit to initially depict the results of the site grading and drainage investigations.
- 8. Review of the capabilities of the systems removing the concentrated roof water from around the perimeter of the building by either surface or subsurface systems.
- 9. Preparation of a brief initial report of the results of the study and transmittal to you for review.
- 10. Meeting with you to review your comments and revisions of a final report and recommendations as appropriate.
- 11. Preparation of an Engineer's Opinion of Construction Costs for any recommendation proposed as a part of the analysis.
- 12. Review of all work by a Principal of the Firm.



## ATTACHMENT 1, consisting of 2 pages Appended to the Agreement for Forensic Services Dated November 7, 2006 Initial: Mr. Joseph Phebus Initial: Berns, Clancy and Associates, P.C.

While total fees for this Task 1 Initial Site Drainage Review and Recommendations cannot be forecast at this time, we suggest you initially budget \$7,000 for this Task 1 at this time, generally itemized as follows:

| Principal of the Firm     | . 10 hours @   | \$120 per               | hour | \$1,: | 200         |
|---------------------------|----------------|-------------------------|------|-------|-------------|
| Civil Engineer            | . 26 hours @   | \$ 92 per               | hour | \$2,3 | 392         |
| Surveyor                  | . 10 hours @   | \$ 63 per               | hour | \$ 6  | 630         |
| Two-Person Survey Crew    | 8 hours @      | \$104 per               | hour | \$ 8  | 832         |
|                           |                |                         | hour |       |             |
| Technician                | 16 hours @     | \$ 41 per               | hour | 5 6   | <u> 656</u> |
|                           | _              |                         | :    | \$6,3 | 300         |
|                           |                |                         |      | _     |             |
| Miscellaneous Expenses    | ************** | **********              |      | 5 5   | 500         |
| Initial Budget for Task 1 |                | 2242# <b>49</b> 207#### |      | 6,8   | 300         |

#### **SCHEDULES / SUBMITTALS**

Once we receive the background information from you, we will review the data and schedule the field crew. We anticipate providing you an initial draft of our analysis within two (2) weeks. We will immediately finalize any issues that may arise during our review. We anticipate one (1) or more plan sheet exhibits and a listing of apparent deficiencies, potential recommendations and associated opinion of construction costs, if you so desire.

#### ADDITIONAL SERVICES

We are pleased to provide continuing or additional services related to this task beyond the scope identified above. These additional services will be provided on a per diem basis. Additional services may include: appearance at and presentations to the County Facilities Committee and County Board; expert witness testimony for mediation or litigation; or additional investigations of other issues beyond those identified in Task 1.





#### BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

#### **ENGINEERS • SURVEYORS • PLANNERS**

Thomas B. Berns Edward L. Clancy Christopher Billing

Donald Wauthier Brian Chaille Dennis Cummins Meg Griffin

Michael Berns Of Counsel

#### May 1, 2006

### STANDARD FEE SCHEDULE FOR PROFESSIONAL ENGINEERING, SURVEYING, AND PLANNING SERVICES

#### **HOURLY RATE**

| PRINCIPAL OF FIRM, PREPARATION & TESTIMONY AS EXPERT WITNES PRINCIPAL OF FIRM, ENGINEER, SURVEYOR OR PLANNER GRADE 7 ENGINEER, SURVEYOR OR PLANNER GRADE 6 |                |
|--|----------------|
| ENGINEER, SURVEYOR OR PLANNER GRADE 1  |                |
| TECHNICIAN OR CONSTRUCTION OBSERVER GRADE 5  |                |
| TECHNICIAN OR CONSTRUCTION OBSERVER GRADE 4  |                |
| TECHNICIAN OR CONSTRUCTION OBSERVER GRADE 3  | 48             |
| TECHNICIAN OR CONSTRUCTION OBSERVER GRADE 2  | 41             |
| TECHNICIAN OR CONSTRUCTION OBSERVER GRADE 1  | 29             |
| FOUR-PERSON SURVEY CREW  | \$160          |
| THREE-PERSON SURVEY CREW   |                |
| TWO-PERSON SURVEY CREW   |                |
| TWO-FERSON SURVEY ORLYY  |                |
| VEHICLE MILEAGE  | \$ 0.50 / MILE |
| WOOD GRADE STAKE   |                |
| STEEL SURVEY MONUMENT WITH ALUMINUM CAP  | 10.00 / EACH   |
| CONCRETE SURVEY MONUMENT WITH ALUMINUM CAP   | 25.00 / EACH   |
| STEEL FENCE POST   | 3.00 / EACH    |
| PHOTOCOPY  | 0.20 / EACH    |
| PLAN SHEET COPY (PER SQUARE FOOT)  | 0.40 / SQ FT   |
| COMPUTER AIDED DRAFTING (CAD)  |                |

TRAVEL TIME TO AND FROM OUR OFFICE WILL BE CHARGED IN ACCORDANCE WITH THE FOREGOING RATES. ALL SUBCONSULTANTS (SOIL INVESTIGATION, MATERIAL TESTING, AERIAL PHOTOGRAPHY, PHOTOGRAMMETRIC MAPPING, ETC.) ENGAGED BY US WILL BE BILLED AT COST PLUS TEN PERCENT (10%). ALL OTHER OUT-OF-POCKET EXPENSES INCURRED WILL BE BILLED AT COST PLUS TEN PERCENT (10%). THESE EXPENSES MAY INCLUDE TRAVEL, SUBSISTENCE (WHEN APPLICABLE), LONG DISTANCE TELEPHONE OR TELEFAX CHARGES, EXPRESS DELIVERY, REPRODUCTIONS, POSTAGE, SHIPPING CHARGES, RENTAL EQUIPMENT, ETC. REVISIONS TO THIS STANDARD FEE SCHEDULE ARE NOT ANTICIPATED UNTIL MAY OF 2007.

#### **GENERAL CONDITIONS**

Item 1. Scope of Work. Berns, Clancy and Associates, P.C. (BCA) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of BCA's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of BCA's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom the client releases any part of BCA's work. BCA shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access/Background Data. The client will provide for the right-of-way access to the work site. In the event the work site is not owned by the client, client represents to BCA that all necessary permissions for BCA to enter the site an conduct the work have been obtained. While BCA shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of the work, that BCA has not included in its fee the cost of restoration of damage, and that the client will pay for such restoration costs. Client shall provide the appropriate land title and/or background information to BCA required for the performance of our work. BCA will not be required to perform an independent search for easements, encumbrances, title evidence and ownership data as BCA will rely upon the materials and representations that client supplies to BCA.

Item 3. Utilities. In the performance of it work, BCA will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold BCA harmless and indemnify BCA from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by BCA for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to BCA or otherwise disclosed by the client or utility locator service. BCA will be responsible for ordering the utility locator or exploratory excavation services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise BCA of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by BCA employees or subcontractors or which in any other way may be pertinent to BCA's proposed services.

Item 5. Confidentiality. BCA shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". BCA shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of BCA against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by BCA is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of BCA. Client now has no contract with any other professional engineer/surveyor/planner for the performance of the specific services outlined in the agreement and any previous contracts are terminated and copies of all previous work will be provided to BCA for use in this current project.

Item 6. Standard of Care. BCA will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 7. Technical Methodology and Protocol. BCA will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other special methods or procedures are preferred by the client or are considered more appropriate, a written description or designation of these must be provided to BCA prior to execution of this agreement.

Item 8. Limitations of Liability. The client agrees to limit BCA's lability to the client and all parties claiming through the client or otherwise claiming reliance on BCA's services, allegedly arising from BCA's professional acts or errors and omissions, to a sum not to exceed BCA's fees for the services performed on the project, or \$100,000, whichever is greater, provided that such claims are not attributable to BCA's gross negligence or intentional misconduct. In this latter event, the Limit of Liability will be increased to \$500,000 less any applicable insurance amount covering alleged damages or claims. In no event shall BCA or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on BCA's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 9. Insurance and Indemnity. BCA represents that it maintains general liability, property damage, and professional liability insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that BCA's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon request. BCA shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. BCA agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by BCA. Except as expressly set forth in Items 8 and 9, the client agrees to hold BCA, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including by not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to BCA's work.

Item 10. Modifications. This agreement and all its attachments represent the entire understanding between the parties, and neither the client nor BCA may amend or modify any aspect of this contract unless such alterations are reduced to writing and property executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Originals and Reproductions. All original notes, drawings and other working papers are and shall remain the copyrighted property of BCA. Client is entitled to perpetual access to BCA's original files and will be provided reproducible copies of originals, as well as photocopies of all other documents at the actual cost to make such reproductions.

Item 12. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. Late payment charges of 1.5% per month will be added to delinquent charges. Client shall be further obligated to pay BCA's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This agreement is entered into in Champaign County, Illinois and the Laws of Illinois are to apply to the agreement. If legal action is required by BCA, to collect fees or expenses advanced or to resolve disputes, then the parties agree that Champaign County shall be the proper venue for that legal action. BCA, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate BCA for all services performed to and for such termination.



January 31, 2007

Champaign County Administrative Services 1776 East Washington Street Urbana, IL. 61802

Attn.: Denny Inman, Co-Administrator

Re: Champaign County Nursing Home

PKD Incorporated, Project Number 275
Duce Construction - Final Payment

Dear Mr. Inman:

The Contractor for Bid Item #3 – Foundation & Slab Concrete, Basement Excavation, has requested that retainage be reduced to \$0 in their pay application for the period ending 01/20/07.

Since this Contractor has provided satisfactory work and is 100% complete and has met their contract closeout requirements, we recommend and request, at this time, written approval from the Champaign County Board, as required, to allow this Contractor to submit application for final payment. Please obtain the appropriate authorization below and provide a copy of this authorization to PKD Incorporated by 02/23/07.

Sincerely, PKD Incorporated

Timothy R. Mininger
Project Engineer

Xc: MJS/TRM/MFC Pay Requests

DLR/FFC

Authorization to reduce retainage for the Contractor above:

Administrative Services



January 31, 2007

Champaign County Administrative Services 1776 East Washington Street Urbana, IL. 61802

Attn.: Denny Inman, Co-Administrator

Champaign County Nursing Home Re:

PKD Incorporated, Project Number 275

Tile Specialists - Final Payment

Dear Mr. Inman:

The Contractor for Bid Item #6 - Flooring, has requested that retainage be reduced to \$0 in their pay application for the period ending 01/20/07.

Since this Contractor has provided satisfactory work and is 100% complete and has met their contract closeout requirements, we recommend and request, at this time, written approval from the Champaign County Board, as required, to allow this Contractor to submit application for final payment. Please obtain the appropriate authorization below and provide a copy of this authorization to PKD Incorporated by 02/23/07.

Sincerely, PKD Incorporated

Timothy R. Mininger

**Project Engineer** 

MJS/TRM/MFC Pay Requests Xc:

DLR/FFC

Authorization to reduce retainage for the Contractor above:

Administrative Services

### CERTIFICATE OF OCCUPANCY

### DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES CITY OF URBANA, ILLINOIS

THE **TEMPORARY** ISSUANCE OF THIS CERTIFICATE IS FOR THE PROPERTY LOCATED AT

|                         | 500  | S. Art Bartell Re   | oad                                 |                             | •   |   |
|-------------------------|--|---|-------------------------------------|-----------------------------|---|---|
| PARCEL IDENTIFIC        | ATION NUMBER   | 92-21-16-200-00   | 95F                                 | ZONIN                       | G DISTRICT_                                 | CRE                                     |
| PERMITTED USE           | Nursing Home   | # PARKIN  | G SPACES_                           | 189                         | # OFF-SITE_                                 | 0                                       |
| CONSTRUCTION TYPE       | PE5AMIXI   | ED USE CONDITION  | No                                  |                             | USE GROUP(S                                 | 6) 12                                   |
|                         | DDE AND OTHER REI<br>DVAL IS HEREBY GR<br>EVED AND MAINTAI | LATED CODES, LAW<br>ANTED WITH THE S<br>NED AS HEREIN DES<br>TION, LIVE LOAD, O | S AND ORD<br>TIPULATIO<br>CRIBED IN | INANCE<br>N THAT<br>THIS CE | S OF THE CIT<br>THE BUILDIN<br>ERTIFICATE R | Y OF URBAN A<br>NG PREMISES<br>EGARDING |
| BUILDING                | 1083   | Ω   | occin                               | A NPT T (A)                 | AD 667                                      |   |
|                         | 13609/13840/1384   | <del></del>   |                                     | ANT LU.<br>'AL)             | AD007                                       |   |
|                         | 13316/1347   |   | (101)                               | ALI                         |   |   |
| MECHANICAL              |  |   |                                     |                             |   |   |
| SPRINKLER               | 9004/3/33  | ·   | LIVE LO                             | NAD.                        | In nef                                      |   |
| SIGN                    |  |   |                                     |                             | 00 psf - pub                                | ic                                      |
| ELEVATOR                |  |   |                                     |                             | 30 psf - corric                             |   |
| BDB (ATOK               | - <u> </u>   | *   |                                     | _                           | o por gorne                                 |   |
| SPECIFIC USE_           | Chan   | npaign County Nurs  | sing Home                           |                             |   |   |
| THIS CERTIFICATE IS     | AMENDED AND AD   | OPTED BY THE CITY   | OF URBAN                            | ia, illin                   | NOIS.                                       | ,                                       |
| SPRINKLER SYSTEM R      |  |   |                                     | FICATIO                     | N <u>923.92</u>                             | gpm                                     |
| SPRINKLER /STANDPIP     | 'E SYSTEM DEMAND   | AT BASE OF RISER  | 52 DSI                              |                             |   |   |
| CONDITIONS/COMMEN       |  | hade tree planting  | and have                            | an insp                     | ection for cor                              | npliance by                             |
| the City Arborist by Ju | uly 5, 2007.   |   |                                     |                             |   |   |
| ANY CHANGE IN THE       | AROVE STIPILLATIO  | NS REOURES APPR   | OVAL BY T                           | HE DEPA                     | ARTMENT OF                                  | COMMUNITY                               |
| DEVELOPMENT SERY POSTI  | VICES AND THE REISED WHERE IT IS VISI                      |   | CERTIFICA<br>OF THE BU              | ATE. TH                     | IS CERTIFICA<br>PREMISES.                   | TE IS TO BE                             |
| **TEMP                  | ORARY**  | EXP   | IRES 7/5/                           | <u>07</u>                   | OF THE CITY                                 | OF URB PE                               |

Gordon R Skinner

January 5, 2007

