

## CHAMPAIGN COUNTY BOARD COMMITTEE AGENDA

---

### COUNTY FACILITIES – Special Instructions: 6:00 p.m. combined meeting of County Facilities & Highway Committees

Wednesday, October 12, 2005 – 5:30 p.m.

Meeting Room 1, Brookens Administrative Center

1776 E. Washington, Urbana

CHAIR: Steve Beckett

MEMBERS: Avery, Cowart, Hogue, James, Jay, Knott, Sapp, Weibel

	<u>AGENDA ITEM</u>	<u>Page Number</u>
I	<u>CALL TO ORDER</u>	
II	<u>APPROVAL OF AGENDA/ADDENDUM</u>	
III	<u>APPROVAL OF MINUTES</u> – September 6, 2005, September 22, 2005	1-11
IV	<u>PUBLIC PARTICIPATION</u>	
V	<u>CHAMPAIGN COUNTY NURSING HOME CONSTRUCTION PROJECT:</u>	
	<i>Committee &amp; County Board Action</i>	
A.	<u>Farnsworth Group Invoice #87052</u> in the amount of \$828.40 for project reimbursable expenses through August 26, 2005, per agreement dated March 2003.	12-14
B.	<u>PKD, Incorporated Pay Request #32</u> in the amount of \$45,364 for Professional Services provided through September 20, 2005 per agreement dated February 2003. Pay request is itemized as follows:  \$5,920 – Staff \$6,751 – Construction Fee \$658 – Reimbursable \$32,035 – General Conditions	15-22
C.	<u>Delta Services Inc., Mold Remediation Invoice # 6015</u> in the amount of \$112,096.00 for Professional Services/Mold Remediation in Wing 4 provided through August 31, 2005.	23-34

- D. Delta Services Inc., Mold Remediation Invoice 6022 in the amount of \$25,841.00 for Professional Services/Mold Remediation in Wing 4 provided through September 10, 2005. 35-40
- E. Duane Morris Invoice #1113580 in the amount of \$16,994.60 for Professional Services provided through July 31, 2005. Request is for legal representation on Mold Remediation Issue. 41-47
- F. Duane Morris Invoice #1117985 in the amount of \$28,611.91 for Professional Services provided through August 31, 2005. Request is for legal representation on mold remediation & alteration issue. 48-56
- G. Contract between Champaign County and Luse Companies for Microbial Remediation. 57-64
- H. Project Update -  
i. Microbial Remediation Settlement Process  
CLOSED SESSION pursuant to 5ILCS 120/2 (c) (11) TO consider pending litigation which is probable or imminent against Champaign County.

**6:00 P.M.: SPECIAL MEETING OF THE COUNTY FACILITIES & HIGHWAY COMMITTEES**

**VI FLEET MAINTENANCE/HIGHWAY FACILITY:**

*Committee Information*

- A. Project Team Presentation: 65-94  
i. Programming  
ii. Budget Review (Information to be distributed at meeting, initial information removed to be reformatted per discussion with Chair and Vice-Chair of committee)
- B. Children's Advocacy Center - (Separate attachment)  
Interested Party Comments

**RESUME REGULAR SCHEDULED BUSINESS OF THE COUNTY FACILITIES COMMITTEE**

**VII COURTHOUSE:**

*Committee Information*

- A. Masonry Stabilization & Restoration Project: 95-124  
i. RFP for Professional A/E Services for Masonry Stabilization Project

VIII PHYSICAL PLANT REPORTS:

*Committee Information*

- A. Monthly Budget Report 125-129
- B. Manpower Report – Capital Projects 130
- C. Request for Waiver to Purchasing Policy – Emergency Management Agency 131-136

IX CHAIR’S REPORT/ISSUES:

*Committee Information*

- A. Clock & Bell Tower Project Update
- B. League of Women Voters – Proposal for Upgrading Waiting Room
- C. Museum Update

X OTHER BUSINESS:

*Committee Action*

- A. Scottswood Drainage Project
  - i. Preliminary Special Project Assessment: Option 2  
(To be provided at the meeting)
- B. Nursing Home Reuse Project –
  - i. Letter of Interest (To be distributed at meeting)
  - ii. Request for special meeting, Thursday October 20<sup>th</sup> at 6:30 p.m. for award of contract.
- C. Regional Planning Commission Lease (To be distributed)
- D. City of Urbana/Public Hearing Regarding Special Use Permit affecting property within 250 ft. of County property. 137-138
- E. CLOSED SESSION pursuant to 5 ILCS 120/2 ( c ) 1 to consider the employment, compensation, discipline, performance or dismissal of an employee.

XI DETERMINATION OF COMMITTEE ACTIONS TO BE PLACED ON COUNTY BOARD CONSENT AGENDA

XII ADJOURNMENT

## CHAMPAIGN COUNTY BOARD COMMITTEE MINUTES

---

County Facilities

September 6, 2005

Meeting Room 1, Brookens Administrative Center

**MEMBERS PRESENT:** Beckett (chair), Cowart, James, Jay, Knott, Sapp, Weibel

**MEMBERS ABSENT:** Avery, Hogue

**OTHERS PRESENT:** Denny Inman, Deb Busey (County Administrators)  
Barb Wysocki (County Board Chair),  
Joel Fletcher, Susan McGrath (Office of State's Attorney),  
Alan Reinhart(Supervisor of Maintenance), Mark Shelden  
(County Clerk) Carol Vorel (Media)

### Call to Order

Chair Beckett called the meeting to order at 7:00 p.m. The Recording Secretary called the roll. Declaring a quorum present, the chair proceeded with the meeting.

### Approval of the Agenda/Addendum

**MOTION** by Sapp to approve the agenda and addendum; seconded by Cowart. Motion carried.

### Approval of Minutes

**MOTION** by Jay to approve the minutes of August 2, 2005 as presented; seconded by Knott. Motion carried.

### Public Participation

There was no public participation

### Champaign County Nursing Home Construction Project

PKD Inc., Pay Request #31

**MOTION** by Sapp to recommend County Board approval of Pay Request #31 from PKD Inc., in the amount of \$58,813.00 for Professional Services provided through August 20, 2005 per Agreement dated February 2003. (\$7,944 - Staff; \$6,751 - Construction Fee; \$2,146 - Reimbursable; \$41,972 - General Conditions); seconded by Jay. Motion carried

Nursing Home Cont.

**Environmental Assurance Mold Remediation Invoice**

**MOTION** by Sapp to recommend County Board approval of Invoice 200519B-IN from Environmental Assurance in the amount of \$29,302.21 for professional services provided through July 15, 2005, invoice is for remediation in cores 1, 2, 3 & 4; seconded by Cowart.

Mr. Inman presented an update on the remediation of the building, explaining that the attic is the only area still to be done in wing 2. In wing 4 and the core, the wood was remediated on site. The bid package that is going out addresses wings 1 and 3. He explained they will only remove the drywall on one side of the dividing wall between rooms; the ceiling will stay as well as the corridor drywall, removing every other wall will allow access to 95% of the exposed wood. He explained they have removed walls in certain wings and found the mold to be very mild and very uniform. After the remediation is done the building will be checked periodically and the Environmental Engineer cannot sign off on this project until she believes it is complete.

Mr. Sapp further explained we were able to remediate the core and wings 2 and 4 because the mold was exposed, there was no drywall and it was an easy remediation. This bid is because these other 2 wings are done and have to be redone.

Mr. James stated when this is all done he would like a breakdown on how much we have spent in remediation and legal.

Mr. Beckett stated some of the people involved have to come to the table to discuss the distribution of cost but because he was advised by our Attorney's not to discuss numbers at this point, he will not.

**Motion carried.**

**Duane Morris Fee Request**

**MOTION** by Sapp to recommend County Board approval of the Fee Request from Duane Morris (#1107660) in the amount of \$24,386.70 for Professional Services provided through June 30, 2005. Fee Request is for Legal representation on mold remediation issues; seconded by Weibel.

Mr. Knott stated he will not vote to approve this fee request because the Attorney's fee is \$384.00 per hour.

**Nursing Home Cont.**

Mr. Beckett stated we approved the motion to hire this firm and they have the right to be paid. He explained they have been managing and advising the County's legal position through the mold issue, which is not yet resolved, and this is the same rate we have been paying.

**MOTION** carried with a 4/3 roll call vote. Voting aye (yes) were Beckett, Cowart, Sapp, Weibel. Voting nay (no) was James, Jay, Knott.

**Duane Morris Fee Request**

**MOTION** by Sapp to recommend County Board approval of the Fee Request from Duane Morris (#1107659) in the amount of \$4,852.80 for Professional Services provided through June 30, 2005. Fee Request is for Legal Representation on Mold remediation & Alteration Issues; seconded by Weibel.

Mr. Knott stated he has the same concerns with the Attorney Fees for this request.

Mr. Inman explained this fee request includes legal representation for the Health Facilities Planning Board for the alteration we had to go through.

**MOTION** carried with a 4/3 roll call vote. Voting aye (yes) were Beckett, Cowart, Sapp, Weibel. Voting nay (no) were James, Jay, Knott.

**Intergovernmental Agreement between Champaign County & Urbana Park District**

**MOTION** by Cowart to recommend County Board approval of the Intergovernmental Agreement between Champaign County & Urbana Park District; seconded by Sapp.

Ms. McGrath explained this lays out what the terms and conditions are to continue to reclaim the Weaver Park area and make it a usable space for the recreational facilities in that area. She explained this takes into account the intergovernmental agreement we are working on in relation to drainage stating there are some things we are doing as part of the nursing home project and there are some things the Park District has agreed to do for us, we are not spending all the money to take this from a wetlands area to usable space. The Park District had to take into consideration the locations of all the recreational fields, they know our plans for the master campus and what they are proposing here will not have an effect on any of our plans for future construction. This has been approved by the Park District board.

Ms. McGrath continued stating this is phase I and approval only commits us to the plan; a dollar amount has to come back to committee and full board for approval.

Nursing Home Cont.

**MOTION** carried with a 6/1 roll call vote. Voting aye (yes) were Beckett, Cowart, James, Knott, Sapp and Weibel. Voting nay (no) was Jay.

**Requests for Reduction in Retainage**

Bid Item 5 - Kitchen Equipment/National Fabco

Bid Item 6 - Flooring/Tile Specialist

Bid Item 9 - Elevators/Thyssen Krupp

Bid Item 10 - Masonry/Stobek Masonry

**OMNIBOUS MOTION** by James to recommend County Board approval of the National Fabco, Tile Specialist, Thyssen Krupp and Stobek Masonry requests for Reduction in Retainage; seconded by Jay. **Motion carried.**

**Project Update**

**Environmental Remediation Bid Package**

**Request for Special County Facilities Meeting, September 22<sup>nd</sup>, to recommend Award of Contract for Mold Remediation**

Mr. Beckett explained if we want the work to be done in a timely fashion and to maintain our CON status we have to be contractually obligated by November 18<sup>th</sup>, as a result he is asking that the committee have a special meeting to consider acting on this RFP.

Committee consensus to hold a special County Facilities meeting at 6:15 p.m. on September 22<sup>nd</sup>.

**Fleet Maintenance/Highway Facility**

**Project Update**

Mr. Inman explained the project team has met, according to the schedule, and has narrowed down 2 options which convey the best operational process for the facility. Because this information will be coming to both the Highway and Facilities committees in October, he suggested we have a joint meeting with all members.

**Courthouse  
Masonry Stabilization & Restoration Project  
Duane Morris Fee Request**

MOTION by Weibel to recommend County Board approval of the Fee Request from Duane Morris (#1113453) in the amount of \$272.00 for Professional Services provided through July 31, 2005. Request is for Firm and Assistant State's Attorney discussions regarding contract termination with Simpson, Gumpertz & Heger; seconded by Sapp.

Mr. Knott asked how we established a relationship with this firm, stating he has a hard time paying that much for an Attorney.

Mr. Beckett stated this relationship was established when we needed a certificate of need for the new Nursing Home, they are specialists with the Health Facilities Planning Board as well as specialists in construction projects. He does not regret hiring this firm or that we are paying them because they have the expertise we need.

MOTION carried with a 7/0 roll call vote. Voting aye (yes) was Beckett, Cowart, James, Jay, Knott, Sapp, Weibel. There were no nay votes.

**RFP/Project Update and timeline**

Mr. Beckett reminded the committee that at the last meeting they made the decision to start the RFP process anew.

Mr. Inman explained from November to January, professional services get pushed to the back therefore we need to get an RFP on the street prior to that time so we can get responses back and have presentations and award of contract in 2006. He recommends mailing the RFP on October 12<sup>th</sup> with responses due November 15<sup>th</sup>. The presentations will take place in January and the goal is to have an A/E firm on board by February 23<sup>rd</sup>. The subcommittee will be asked to do their screening over the Thanksgiving holiday.

Ms. Busey stated they will recommend all meetings in January be pushed back one week.

The screening committee will be created at the October meeting and presentations will be scheduled for January 10<sup>th</sup>.

Committee consensus that the timetable, as presented, is acceptable.

**Physical Plant Reports-  
Monthly Budget Report**

Mr. Reinhart stated this is the same report he has been providing.

**Manpower Report - Capital Projects**

Mr. Reinhart stated this is the same report as last month with the exception of the addition of comp time hours earned and overtime paid, which he was asked to provide.

**Chair's Report  
Clock & Bell Tower Project Update**

Mr. Beckett reported that the fundraising is at about the same level and the committee, at the meeting tonight, approved a resolution celebrating Jack Richmond's birthday in September.

**League of Women Voters**

Mr. Beckett stated he has not heard back from the League regarding the upgrade for the children's waiting room.

**Museum Update**

Mr. Beckett explained that Cheryl Kennedy, who has been the lead on the Looking for Mr. Lincoln project, asked him to serve on a subcommittee to find a grad student at the university who can more intensely research Abe Lincoln's presence here in our Court system. He has agreed to do that, the subcommittee has yet to meet but they are still in active pursuit of this project hoping this will lead to identification of funding to go with the Erwin gift.

**Other Business  
Champaign County Nursing Home Space Reuse  
Survey Results**

Mr. Inman explained, per the committee's direction, a space reuse survey was sent to all departments. Mr. Sheldon and the Sheriff each submitted memos including additional information. He presented a summary of results stating departments reported the need for records management as a priority as well as equipment storage. County wide, records management and election equipment and file storage for County Clerk were stated as priorities as well as a County morgue. He explained that not all the departments surveyed returned a response and some included information for outside agencies that should be considered for space use.

**Other Business Cont.**

Mr. Sheldon explained he has two needs for elections; the first is the election building which, if not scheduled to come down with construction of a highway building, may come down on its own. The second need is a result of the early voting starting next year, he explained they anticipate 15-20 thousand people showing up to cast a ballot early. If there is space here at Brookens he would like to have both needs taken care of here, if that is not possible, space at the nursing home could work. When asked about his needs for a new election building, he explained there is more than storage that occurs in the election building. There are people who work in that building for 4-5 weeks before an election and there would have to be a computer and phone line in a new space, he anticipates using his current election facility until July 2006. He stated the proximity of the early voting and election storage is not important, if they were to use space in Brookens in November 2006, he believes they would have to do something with the current location, he explained it is hard to know what will happen.

Mr. Beckett stated the committee will need to get a price to modify the oldest part of the building, preparing it for storage; at that point we will then compare that price with the price to demolish. It is possible we could have an empty building in March 2006.

**Lease Agreement between the County of Champaign and the Illinois Attorney General**

**MOTION** by Knott to recommend County Board approval of the Lease Agreement between the County of Champaign and the Illinois Attorney General; seconded by James.

Ms. McGrath explained we have had a lease for space here at the Brookens building with the State of Illinois, the state found itself not ready to renew all the leases they have statewide for their office space. This is an interim, 90 day lease with option to renew, which will allow their leasehold space to continue until they are ready to enter into the next long term lease. She explained they do want to enter into a long term lease but don't yet have permission from their management authority to do so. This lease actually expired last month and they have agreed to make payments tied to the CPI.

**MOTION** carried.

**Bear Properties Lease Extension**

Mr. Inman explained this lease is for the Gill facility and one they review on an annual basis. This facility houses the physical plant operations and sheriff's vehicles. We will have the right to purchase the space after the 4<sup>th</sup> lease extension.

**MOTION** by Weibel to recommend County Board approval of the Bear properties lease extension; seconded by Knott.

Other Business Cont.

Mr. Beckett stated the base monthly rent is \$6,048.13 and with each renewal it goes up the larger of 3% or the CPI making the square footage cost roughly \$4.00.

Motion carried.

**Semi-Annual Review of Closed Session Minutes**

**MOTION** by Jay to concur with the recommendation of Assistant State's Attorney, Joel Fletcher, and maintain all County Facilities closed session minutes as closed; seconded by Cowart. **Motion carried.**

**Determination of Committee Actions to be placed on County Board Consent Agenda**

Committee consensus to include items VA, B and F; VII A and X B & C on the September County Board Agenda.

**Addendum**

**Physical Plant Reports**

**1905 E. Main - Request for waiver of Purchasing Policy**

Mr. Reinhart explained, before the Sheriff applied for and received the grant money, ESDA and METCAD jointly received price estimates to determine what type of funding we needed. This shows how grant money will be spent.

**MOTION** by Jay to recommend County Board approval of the 1905 E. Main Request for waiver of Purchasing Policy; seconded by Knott. **Motion carried.**

**Adjournment**

Chair Beckett declared the meeting adjourned at 8:08 p.m.

Respectfully Submitted,

Tiffany Talbott  
Administrative Secretary

## CHAMPAIGN COUNTY BOARD COMMITTEE MINUTES

---

### County Facilities

September 22, 2005 - 6:15 p.m.

Meeting Room 2, Brookens Administrative Center

**MEMBERS PRESENT:** Beckett (Chair), Hogue, James, Knott, Sapp, Weibel

**MEMBERS ABSENT:** Avery, Cowart, Jay

**OTHERS PRESENT:** Deb Busey, Denny Inman (County Administrators)

### Call to Order

Chair Beckett called the meeting to order at 6:15 p.m.

### Approval of Agenda/Addendum

**MOTION** by Sapp to approve the agenda, seconded by Knott. **Motion carried.**

### Public Participation

There was no public participation.

### Champaign County Nursing Home Construction Project

#### **Bid 2005-015: Mold Remediation - Award of Contract**

Mr. Inman reminded the committee we had previously gone out for bid for the remediation but had only received one response with a cost of one million dollars. With this second attempt, we held a pre-bid meeting on September 12<sup>th</sup> and after that a site tour was held. Sealed bids were received on September 19<sup>th</sup> from Luse-Stevenson of Aurora, Specialty Systems, Inc. of Indianapolis, Kinsale Contracting Group of Westmont and Environmental Assurance Co. of Avon, Indiana; no bids were received from Delta Services and Metropolitan Fire Restorations. He stated the mold issue started in wing 2 and remediation in that area, including the interior walls and partial attic, began in March of 2005; at that time wings 1 and 3 were already constructed and wing 4 had not been started. In the core area, which includes the basement, remediation was completed between May and June 2005. Because wing 4 was remediated as it was going up, we are now left with wings 1 and 3, which along with a portion of the attic in wing 2, will be addressed with this bid. The remediation will be done by removing one side of the drywall between the rooms, and the exterior wall. Once the wing is completed and approval given, we will follow with drywall and finishes which we believe can be completed by December 15<sup>th</sup>. He stated he is comfortable with the recommended firm and our environmental consultants and legal council concur with this recommendation.

### Nursing Home Cont.

He continued, stating they are getting started removing the drywall in the identified areas. At this point, the mold is believed to be uniform but if we find a place with an excessive amount we will need to do an aggressive remediation. He explained we will test, on a quarterly basis, for 5 years and IDPH has seen this remediation plan.

Mr. Beckett explained the amount associated with this award of contract does not include the work to expose the walls, this is for remediation only. The other amount, around \$300,000, includes exterior and interior work to be done before and after the remediation.

**MOTION** by Sapp to recommend County Board approval of Bid #2005-015 award of contract to Luse-Stevenson of Aurora, Illinois for microbial remediation at the Champaign County Nursing Home construction site; seconded by Weibel.  
**Motion carried.**

### **A/E Use Study of existing Nursing Home: Adaptive Reuse from Institutional to General Office Space**

**MOTION** by James to recommend County Board approval of a contract with IGW Architecture (Isaksen Glerum Wachter) of Urbana, Illinois in an amount not to exceed \$13,700 for a facility conversion study as outlined; seconded by Weibel.

Mr. Inman explained IGW would take our existing information, review it and determine if they need to do further work. The information provided through the County Board was for a long term care facility and because the standards are less for a general office area he believes they will have to do more work. This is strictly for the 1971 addition and does not include the older parts of the building. When asked about the definition of reimbursable expenses included in the recommendation he explained that those expenses are defined by the AIA documents and are traditional authorized reimbursables.

**Motion carried.**

### Other business

Mr. Beckett stated the joint Highway/Facilities meeting for October will have to be on Wednesday, the 12<sup>th</sup>, this means Facilities will not have a meeting on October 4<sup>th</sup>. He reminded the committee he will pull the intergovernmental agreement with the Park District off the County Board agenda tonight and refer it back for further legal review.

### **New Business**

There was no new business.

Adjournment

Chair Beckett declared the meeting adjourned.

Respectfully Submitted,  
Tiffany Talbott



## Invoice

Denny Inman  
CHAMPAIGN COUNTY  
BROOKENS ADMINISTRATIVE CENTER  
1776 E. WASHINGTON ST.  
URBANA, IL 61802

Invoice Number: 87052  
Invoice Date: August 31, 2005  
Page 1 of 1  
**INVOICE TOTAL: \$828.40**

Client ID: Champaign REIMBURSABLE EXPENSES  
Project: 203035.1 Long-term Care/Skilled Care, Champaign County  
P.O. #:

**Professional Services for Period Ending 8/26/2005**

---

### **001 Reimbursable Expenses**

<b>Reimbursable Expenses</b>	<b>Charge</b>
Bond (24" x 36" & Larger)	36.00
Bond (< 24"X 36")	0.40
Overnight Delivery/Shipping	78.98
Meals	151.65
Mileage	561.37
<b>Reimbursable Expenses Totals</b>	<b>\$828.40</b>

**Total Project Invoice Amount: \$828.40**

---

Please Return Remittance to: Farnsworth Group, Inc.; 2858 Paysphere Circle; Chicago, IL 60674

Please Return One Copy With Your Remittance

1 1/2% Interest Monthly After 30 Days

# Billing Documentation

Invoice Number: 87052  
 Invoice Date: August 31, 2005

To: CHAMPAIGN COUNTY  
 BROOKENS ADMINISTRATIVE CENTER  
 1776 E. WASHINGTON ST.  
 URBANA, IL 61802

Project: 203035.1 REIMBURSABLE EXPENSES  
 Long-term Care/Skilled Care, Champaign County

Professional Services for the Period: 7/23/2005 to 8/26/2005

Billing Group: 001 Reimbursable Expenses 87052  
 Contract #:

**Total Phase**

**Reimbursable Expenses**

Reimbursable Expenses	Date	Units	Unit Cost	Unit Markup	Multiplier	Unit Rate	Charge
Bond (24" x 36" & Larger)	4/1/2005	1.00	0.41	0.79	1.0000	1.20	\$1.20
Bond (24" x 36" & Larger)	4/18/2005	7.00	0.41	0.79	1.0000	1.20	\$8.40
Bond (24" x 36" & Larger)	4/29/2005	3.00	0.41	0.79	1.0000	1.20	\$3.60
Bond (24" x 36" & Larger)	5/6/2005	11.00	0.41	0.79	1.0000	1.20	\$13.20
Bond (24" x 36" & Larger)	5/6/2005	5.00	0.41	0.79	1.0000	1.20	\$6.00
Bond (24" x 36" & Larger)	5/23/2005	2.00	0.41	0.79	1.0000	1.20	\$2.40
Bond (24" x 36" & Larger)	6/3/2005	1.00	0.41	0.79	1.0000	1.20	\$1.20
Bond (< 24"X 36")	4/15/2005	1.00	0.14	0.26	1.0000	0.40	\$0.40
Overnight Delivery/Shipping	3/28/2005	1.00	7.36	0.00	1.1000	8.10	\$8.10
Overnight Delivery/Shipping	4/8/2005	1.00	3.69	0.00	1.1000	4.06	\$4.06
Overnight Delivery/Shipping	4/12/2005	1.00	7.38	0.00	1.1000	8.12	\$8.12
Overnight Delivery/Shipping	4/12/2005	1.00	3.69	0.00	1.1000	4.06	\$4.06
Overnight Delivery/Shipping	4/25/2005	1.00	5.07	0.00	1.1000	5.58	\$5.58
Overnight Delivery/Shipping	4/26/2005	1.00	1.80	0.00	1.1000	1.98	\$1.98
Overnight Delivery/Shipping	5/2/2005	1.00	18.72	0.00	1.1000	20.59	\$20.59
Overnight Delivery/Shipping	5/2/2005	1.00	7.42	0.00	1.1000	8.16	\$8.16
Overnight Delivery/Shipping	5/23/2005	1.00	3.71	0.00	1.1000	4.08	\$4.08
Overnight Delivery/Shipping	5/23/2005	1.00	3.71	0.00	1.1000	4.08	\$4.08
Overnight Delivery/Shipping	7/2/2005	1.00	3.72	0.00	1.1000	4.09	\$4.09
Overnight Delivery/Shipping	7/2/2005	1.00	5.53	0.00	1.1000	6.08	\$6.08
Meals	4/27/2005	1.00	3.46	0.00	1.1000	3.81	\$3.81
Meals	5/1/2005	1.00	22.95	0.00	1.1000	25.25	\$25.25
Meals	5/31/2005	1.00	28.00	0.00	1.1000	30.80	\$30.80
Mileage	4/22/2005	240.00	0.40	0.03	1.0000	0.43	\$103.20
Mileage	4/27/2005	120.00	0.40	0.03	1.0000	0.43	\$51.60
Mileage	5/6/2005	106.00	0.40	0.03	1.0000	0.43	\$45.58
Mileage	5/31/2005	200.00	0.40	0.03	1.0000	0.43	\$86.00
Mileage	6/3/2005	238.00	0.40	0.03	1.0000	0.43	\$102.34
Mileage	7/22/2005	234.00	0.40	0.03	1.0000	0.43	\$100.62
Mileage	7/29/2005	1.00	72.00	0.03	1.0000	72.03	\$72.03
Meals	4/4/2004	1.00	17.51	0.00	1.1000	19.26	\$19.26
Meals	6/1/2004	1.00	21.35	0.00	1.1000	23.49	\$23.49
Meals	6/1/2004	1.00	13.86	0.00	1.1000	15.25	\$15.25
Meals	6/8/2004	1.00	30.72	0.00	1.1000	33.79	\$33.79
							<u>\$828.40</u>

**Total Reimbursable Expenses**

**828.40**



September 28, 2005

Denny Inman – Co-Administrator  
Champaign County, Illinois  
Department of Administrative Services  
1776 East Washington Street  
Urbana, Illinois 61802

Re: **Champaign County Nursing Home**  
PKD, Inc. Project Number 275  
Payment Application Request No. 32

Dear Mr. Inman,

Enclosed are two copies of our Payment Application No. 32 for this project. This is for work completed through September 20, 2005.

Please call our office (356-8424) for pick-up when the check is ready (on or before October 21, 2005). Thank You.

Sincerely,

*Timothy R. Mininger*  
Timothy R. Mininger, Project Engineer

Xc: MJS/PBD/TRM/MFC Pay Requests  
Ann Deedrich - Pay Request 1 ea.

# CHAMPAIGN COUNTY NURSING HOME - PAY APPLICATION

APPLICATION THROUGH: September 20, 2005  
APPLICATION NO. 32

ITEM:	CHECK PAYMENT TO:	AMOUNT OF PAYMENT:
1	PKD, Inc. - Staff, Fee, Reimbursables, and General Conditions	\$45,364
2	Stark Excavating	\$0
3	Cross Construction	\$0 *
4	Duce Construction	\$0 *
5	Roessler Construction	\$0 *
6	National Fabco	\$41,773
7	Tile Specialists	\$7,200
8	Advanced Roofing	\$18,117 *
9	Otto Baum	\$183,568 *
10	Thyssen/Krupp	\$0
11	Stobbeck Masonry	\$61,884
12	Borchers Decorating	\$11,400 *
13	Automatic Fire	\$14,060 *
14	McWilliams	\$29,482 *
15	Reliable Mechanical (Heat)	\$56,525 *
16	Reliable Mechanical (Vent)	\$96,716 *
17	Coleman Electric	\$97,391 *
<b>TOTAL:</b>		<b>\$663,480</b>

\* - Retainage has been reduced for this Contractor.

# APPLICATION AND CERTIFICATE FOR PAYMENT

O (OWNER): Champaign County Board 1776 East Washington Street Urbana, Illinois, 61802	PROJECT: Champaign County Nursing Home	APPLICATION NO: 32	Distribution to:  OWNER ARCHITECT CONTRACTOR
ROM (CONTRACTOR)  PKD, Inc. P. O. Box 3698 Champaign, Illinois 61826-3698	PKD, Inc. PROJECT NO: 275	PERIOD TO: 38615	CONTRACT DATE: 1/23/2003
ONTRACT FOR: Construction Management			

## CONTRACTOR'S APPLICATION FOR PAYMENT

### CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	

Net change by Change Orders

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ESTIMATED CONTRACT SUM	\$	\$18,378,471
2. Net change by Change Orders	\$	(\$148,576)
3. CONTRACT SUM TO DATE (Line 1+-2)	\$	\$18,229,895
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$14,665,068
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	\$783,855
b. 10 % of Stored Material (Column F on G703)	\$	\$940
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	\$784,795
6. TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	\$	\$13,880,273
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$13,216,793
8. CURRENT PAYMENT DUE	\$	\$663,480
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	\$4,349,622

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER: PKD, Inc.

By Timothy R. Moring Date: 9-28-05

State of Illinois County of: Champaign  
 Subscribed and sworn to before me this 28th day of Sept, 2005  
 Notary Public: Ann S. Deedrich  
 My Commission expires: 6-14-06



### ARCHITECT'S CERTIFICATE FOR PAYMENT

accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....\$ 663,480.00  
 (Attach explanation if amount certified differs from the amount applied for.)

### CONSTRUCTION MANAGER

By Timothy R. Moring, PKD Date: 9-28-05  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

IA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. Tabulation below, amounts are stated to the nearest dollar. Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 32  
 APPLICATION DATE: 9/27/2005  
 PERIOD TO: 9/20/2005  
 PKD PROJECT NO: 275

ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	PKD, Inc.	\$1,383,705	\$1,007,647	\$45,364		\$1,053,011	76%	\$330,694	\$0.00
2	BI #1 - Stark Excavating - C.O. # 2	\$586,190	\$582,849	\$0		\$582,849	99%	\$3,341	\$58,285.00
3	BI #2 - Cross Construction - C.O. # 2	\$275,010	\$210,304	\$0		\$210,304	76%	\$64,706	\$20,128.00
4	BI #3 - Duce Construction - C.O. # 2	\$1,439,011	\$1,308,463	\$0		\$1,308,463	91%	\$130,548	\$65,423.00
5	BI #4 - Roessler Construction	\$237,520	\$236,579	\$0		\$236,579	100%	\$941	\$11,829.00
6	BI # 5 - National Fabco - C.O. # 23	\$372,580	\$312,138	\$46,414		\$358,552	96%	\$14,028	\$35,855.00
7	BI # 6 - Tile Specialists - C.O. # 2	\$328,860	\$215,660	\$8,000		\$223,660	68%	\$105,200	\$22,366.00
8	BI # 7 - Advanced Roofing - C.O. # 1	\$416,080	\$381,207	\$19,070		\$400,277	96%	\$15,803	\$20,013.00
9	BI # 8 - Otto Baum C.O. # 2	\$4,850,224	\$3,692,294	\$193,229		\$3,885,523	80%	\$964,701	\$194,276.00
10	BI # 9 - Thyssen Krupp - C.O. # 1	\$37,200	\$35,390	\$0		\$35,390	95%	\$1,810	\$3,539.00
11	BI # 10 - Stobeck Masonry C.O. # 1	\$1,015,092	\$615,800	\$68,760		\$684,560	67%	\$330,532	\$68,456.00
12	BI # 12 - Borchers Decorating C.O. # 1	\$280,929	\$152,087	\$12,000		\$164,087	58%	\$116,842	\$8,532.00
13	BI # 13 - Automatic Fire - C.O. # 1	\$480,400	\$335,961	\$14,805		\$350,766	73%	\$129,634	\$17,538.00
14	BI # 14 - McWilliams Mechanical - C.O. # 3	\$1,213,235	\$1,038,806	\$31,034		\$1,069,840	88%	\$143,395	\$53,494.00
15	BI # 15 Reliable Mechanical (Heat) - C.O. # 1	\$1,379,360	\$1,064,196	\$59,500		\$1,123,696	81%	\$255,664	\$56,185.00
16	BI # 16 Reliable Mechanical (Vent) - C.O. # 3	\$1,269,566	\$937,790	\$92,406	\$9,400	\$1,039,596	82%	\$229,970	\$51,980.00
17	BI # 17 - Coleman Electric - C.O. # 3	\$2,664,933	\$1,835,399	\$102,516		\$1,937,915	73%	\$727,018	\$96,896.00
<b>TOTAL</b>		<b>\$18,229,895</b>	<b>\$13,962,570</b>	<b>\$693,098</b>	<b>\$9,400</b>	<b>\$14,665,068</b>	<b>80%</b>	<b>\$3,564,827</b>	<b>\$784,795</b>

IA DOCUMENT G703\*APPLICATION AND CERTIFICATE FOR PAYMENT\* MAY 1983 EDITION\*AIA  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Champaign County Board  
1776 East Washington Street  
Urbana, Illinois, 61802

PROJECT: Champaign County Nursing Home

APPLICATION NO: 32  
APPLICATION DATE: 9/27/2005  
PERIOD TO: 9/20/2005

Distribution: OWNER  
ARCHITECT  
CONTRACTOR

FROM (CONTRACTOR): PKD, Inc.  
P. O. Box 3698  
Champaign, Illinois 61826-3698

PKD, Inc.  
PROJECT NO: 276

CONTRACT FOR: Construction Management

CONTRACT DATE: 1/23/2003

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$690,705	
Approved this Month			
Number	Date Approved		
Change Order # 1		\$693,000	
TOTALS		\$1,383,705	
Net change by Change Orders		\$693,000	

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ESTIMATED CONTRACT SUM	\$	\$690,705
2. Net change by Change Orders	\$	\$693,000
3. CONTRACT SUM TO DATE (Line 1+2)	\$	\$1,383,705
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$1,053,011
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	\$0
6. TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	\$	\$1,053,011
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$1,007,647
8. CURRENT PAYMENT DUE	\$	\$45,364
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	\$330,694

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER: PKD, Inc.

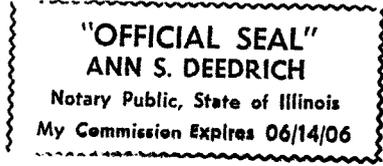
By Timothy K. Minging Date: 9-28-05

State of Illinois County of: Champaign

Subscribed and sworn to before me this 26th day of Sept., 2005

Notary Public: Ann S. Deedrich

My Commission expires: 6-14-06



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 45,364.00  
(Attach explanation if amount certified differs from the amount applied for.)

CONSTRUCTION MANAGER

By Timothy K. Minging PKD Date: 9-28-05

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**INTINUATION SHEET**

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. The calculation below, amounts are stated to the nearest dollar. Use Form 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 32  
 APPLICATION DATE: 9/27/2005  
 PERIOD TO: 9/20/2005  
 PKD PROJECT NUMBER: 275

B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
		FROM PREVIOUS APPLICATION	THIS PERIOD		% (G/C)			
<b>ORIGINAL CONTRACT</b>								
PKD Staff	\$373,879	\$279,501	\$5,920		\$285,421	76%	\$88,458	\$0
PKD Preconstruction Fee	\$113,201	\$113,201	\$0		\$113,201	100%	\$0	\$0
PKD Construction Fee	\$148,515	\$128,269	\$6,751		\$135,020	91%	\$13,495	\$0
Reimbursables	\$55,110	\$23,703	\$658		\$24,361	44%	\$30,749	\$0
<b>CHANGE ORDER NO. 1 - GENERAL CONDITIONS</b>	\$693,000	\$462,973	\$32,035		\$495,008	71%	\$197,992	\$0
<b>TOTAL</b>	<b>\$1,383,705</b>	<b>\$1,007,647</b>	<b>\$45,364</b>	<b>\$0</b>	<b>\$1,053,011</b>	<b>76%</b>	<b>\$330,694</b>	<b>\$0</b>

20

Champaign County Nursing Home  
 PKD Project No. 275  
 Itemized Detail of Costs (Original Contract)

Application No: 32  
 Application Date: 9/27/05  
 Period From: 8/21/05  
 Period To: 9/20/05

<b>Staff (Pre-construction &amp; Construction)</b>						
Description	Scheduled Value	Previously Billed	Hours This Period	Cost This Period	Total Cost to Date	Balance to Complete
Project Exec./Admin.		\$23,392	13	\$884	\$24,276	
Project Engineer II		\$5,402	26	\$962	\$6,364	
Project Accountant		\$4,550	4	\$140	\$4,690	
Senior Project Manager		\$130,500	18	\$900	\$131,400	
Project Engineer		\$97,532	82	\$3,034	\$100,566	
Estimator		\$6,200	0	\$0	\$6,200	
Chief Estimator		\$0	0	\$0	\$0	
Mechanical Estimator		\$7,425	0	\$0	\$7,425	
Electrical Estimator		\$4,500	0	\$0	\$4,500	
<b>Total Staff</b>	<b>\$373,879</b>	<b>\$279,501</b>	<b>143</b>	<b>\$5,920</b>	<b>\$285,421</b>	<b>\$88,458</b>

**Construction Management Fee (Pre-construction 2/03 through 1/04)**

Description	Scheduled Value	Previously Billed		Cost This Period	Total Cost to Date	Balance to Complete
Construction Management Fee	\$113,201	\$113,201		\$0	\$113,201	\$0

**Construction Management Fee (Construction 2/04 through 11/05)**

Description	Scheduled Value	Previously Billed		Cost This Period	Total Cost to Date	Balance to Complete
Construction Management Fee	\$148,515	\$128,269		\$6,751	\$135,020	\$13,495

**Reimbursables**

Description	Scheduled Value	Previously Billed		Cost This Period	Total Cost to Date	Balance to Complete
Print and Reproduce		\$2,712		\$5	\$2,717	
Construction Photographs		\$432		\$0	\$432	
Field Office Supplies		\$766		\$93	\$859	
Set Job Trailer		\$633		\$0	\$633	
Rent Office Trailer		\$6,375		\$375	\$6,750	
Postage		\$2,294		\$0	\$2,294	
Photocopies		\$3,965		\$0	\$3,965	
Field Office Equipment		\$634		\$0	\$634	
Communications		\$5,857		\$185	\$6,042	
Drinking Water		\$35		\$0	\$35	
<b>Total Reimbursables</b>	<b>\$55,110</b>	<b>\$23,703</b>		<b>\$658</b>	<b>\$24,361</b>	<b>\$30,749</b>

Champaign County Nursing Home  
 PKD Project No. 275  
 Itemized Detail of Costs (PKD Change Order No. 1)

Application No: 32  
 Application Date: 9/27/05  
 Period From: 8/21/05  
 To: 9/20/05

**General Conditions (PKD Change Order No. 1)**

Description	Scheduled Value	Previously Billed	Cost This Period	Total Cost to Date	Balance to Complete
Superintendent	\$269,744	\$251,618	\$12,243	\$263,861	\$5,883
Miscellaneous Permits	\$5,000	\$0	\$0	\$0	\$5,000
Project Signs	\$1,200	\$1,887	\$0	\$1,887	(\$687)
Layout by Licensed Surveyor	\$6,000	\$1,642	\$0	\$1,642	\$4,358
Dumpster	\$75,250	\$26,374	\$358	\$26,732	\$48,518
Inspect & Test	\$25,000	\$27,941	\$525	\$28,466	(\$3,466)
Project Clean-Up	\$8,400	\$2,240	\$0	\$2,240	\$6,160
Clean Glass	\$2,500	\$0	\$0	\$0	\$2,500
Final Clean-Up	\$5,600	\$0	\$0	\$0	\$5,600
Bid Document Distribution	\$4,000	\$995	\$0	\$995	\$3,005
Job Office Maintenance	\$660	\$0	\$0	\$0	\$660
Temporary Toilets	\$6,600	\$2,320	\$292	\$2,612	\$3,988
Temp. Elect. Serv. Connection	\$15,000	\$16,639	\$0	\$16,639	(\$1,639)
Temp. Water Serv. Connection	\$2,000	\$0	\$0	\$0	\$2,000
Temp Gas Service Connection	\$500	\$0	\$0	\$0	\$500
Elect. Power Serv. Connection	\$7,500	\$0	\$0	\$0	\$7,500
Water Service Connection	\$4,500	\$0	\$0	\$0	\$4,500
Gas/Main Connection	\$500	\$0	\$0	\$0	\$500
Cable TV Connection	\$500	\$0	\$0	\$0	\$500
Electric Power Usage	\$77,000	\$11,860	\$3,043	\$14,903	\$62,097
Partial Winter Protection	\$50,000	\$51,493	\$13,117	\$64,610	(\$14,610)
Temporary Heat	\$25,000	\$46,320	\$0	\$46,320	(\$21,320)
Small Tools/Equipment	\$1,650	\$722	\$0	\$722	\$928
Rectify/Repair	\$4,400	\$0	\$0	\$0	\$4,400
Project Truck	\$1,650	\$104	\$0	\$104	\$1,546
Dedication	\$2,500	\$0	\$0	\$0	\$2,500
Misc. Site Items	\$5,000	\$232	\$0	\$232	\$4,768
Temp. Roads/Park/Laydown	\$35,000	\$6,809	\$0	\$6,809	\$28,191
Security Fence	\$32,560	\$11,709	\$1,257	\$12,966	\$19,594
Street Barricades	\$2,500	\$0	\$0	\$0	\$2,500
Pumping/Dewatering	\$2,786	\$68	\$0	\$68	\$2,718
Dust/Noise Partitions	\$12,500	\$0	\$0	\$0	\$12,500
Animal Control A/C		\$2,000	\$1,200	\$3,200	(\$3,200)
<b>Total General Conditions</b>	<b>\$693,000</b>	<b>\$462,973</b>	<b>\$32,035</b>	<b>\$495,008</b>	<b>\$197,992</b>



**ALLIANCE**  
Environmental Group, Inc.

THE ENVIRONMENTAL SOLUTION

---

September 2, 2005

Mr. Denny Inman  
County Administrator  
Champaign County Board  
1776 East Washington Street  
Urbana, Illinois 61802

Re: New County Nursing Home - IAQ Project  
Wing #4 - T&M Contractor Invoice #1

Dear Mr. Inman:

Thank you for contracting our professional environmental, health and safety engineering compliance program services. We appreciate being of service to the County.

The enclosed invoice tendered from Delta Services, Inc. for the remediation of Wing #4 at the referenced site has been reviewed for accuracy and found to be correct. The scope of work provided for disinfection of all exposed surfaces and sealant of all disinfected surfaces with an anti-microbial encapsulant.

Alliance provided on-site project management throughout all phases of the work completed to date. We observed contractor activities and directed compliant completion of all scheduled work.

It is our recommendation that the County process the invoice and make payment directly to the contractor in the amount of \$112,096.00. If there are any questions, please contact our office.

Sincerely,

R. Bruce Wallace, CES, CMS  
Director of Compliance Services

Enclosures



**DELTA**  
Services, Inc.

1345 Sadlier Circle South, Indianapolis, IN 46239  
(317) 791-6653 • Fax (317) 791-9853  
Website: www.deltaservicesinc.com

**INVOICE**

8/31/2005

Champaign County Admin.  
776 E. Washington Street

**Invoice Number:** 6015  
**Due Date:** 9/30/2005  
**Terms:** Net 30  
**DELTA Job:** 5331  
Champaign County Nursing Home

Urbana IL 61802-  
Attn: Evelyn Boatz

Description	Extended Price
Time and materials mold remediation/disinfection of Wing W4 at Champaign County Nursing Home, Urbana, IL as directed by Alliance Environmental.	\$
See attached T & M Sheets for work completed through August 31, 2005	\$ 112,096.00
This is a partial invoice. Final work to be completed on or after 9/1/05.	\$

*reviewed & recommended  
for approval.*  
*[Signature]*  
9/8/05

**Sub Total:** \$ 112,096.00  
**Less Retainage:** \$ 0.00  
**Total Invoice Due:** \$ 112,096.00

**Affidavit and Waiver of Lien**

Final \_\_\_\_\_ Partial  X  Payment to Follow \_\_\_\_\_

State of: Indiana

County of: Marion

Stephen A. Werner being duly sworn states that he is the President of DELTA Services, Inc. having contracted with Champaign County Administration to furnish labor as follows: Mold Remediation at Champaign County Nursing Home, Champaign, IL.

Partial Waiver: that the total amount due and paid from the owner is the sum of:

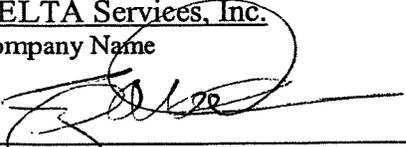
One Hundred and Twelve Thousand and Ninety-Six Dollars and .00/100 (\$112,096.00)

X  the payment of which has been promised as the sole consideration of this Affidavit and partial Waiver of Lien which is given to and for said amount effective upon receipt of such payment.

receipt of which is hereby acknowledged

Therefore, the undersigned waives and releases unto owner of said premises any and all lien or claim whatsoever on the above described property and improvement thereon account of any work performed or material furnished to the undersigned for said property and within the scope of this affidavit and waiver.

DELTA Services, Inc.  
Company Name

  
\_\_\_\_\_  
Stephen A. Werner  
Authorized Representative

President  
Title

Witness my hand and notarial seal, this 31<sup>st</sup> day of August, 2005.

  
Kimberly Dawn Daugherty  
Notary Public

Resident of: Hancock

My Commission Expires: 1-21-11



**DELTA**  
Services, Inc.

1345 Sadler Circle South, Indianapolis, IN 46239  
(317) 791-6653 • Fax (317) 791-9853  
Website: www.deltaservicesinc.com

August 30, 2005

**TO: Bruce Wallace @ Alliance Environmental**

**VIA FAX: 865-3401 ( 9 pages )**

**RE: Champaign County Nursing Home – Wing W4 Remediation**

Dear Bruce,

**Please see attached T&M Sheets for your review and approval. These represent the remediation work completed to date on the wing W4.**

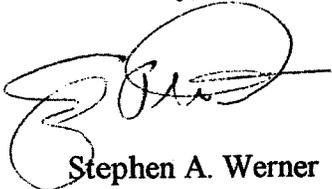
8/15/05 - \$ 6,059.00  
8/16/05 - \$11,211.00  
8/17/05 - \$14,339.00  
8/18/05 - \$13,750.00  
8/21/05 - \$24,935.00  
8/26/05 - \$ 2,718.00  
8/27/05 - \$31,132.00  
8/28/05 - \$ 7,952.00

**Total to Date - \$112,096.00**

There is more work scheduled for later this week to complete the coating of the exterior soffitt areas as requested.

I would like to submit this portion for expediting due to the large sum that has accumulated. Give me a call if you have any questions.

Sincerely,



Stephen A. Werner  
President



1345 Sadlier Circle South, Indianapolis, IN 46239  
 (317) 791-6653 • Fax (317) 791-9853  
 Website: www.deltaservicesinc.com

□□□□□ □ & □ □□□□ □□□□□□□□

PROJECT: Champaign County Nursing Home

DATE: 8/15/05

LOCATION: 500 E. Art Bartlet Rd. Urbana, Ill

SCOPE: T&M mold remediation of Wing W4 as directed by Alliance Env.

MATERIALS	RATES	QTY	TOTAL	LABOR	RATES	QTY.	TOTAL
4 MIL POLY	\$40/rl	1/2	20.00	PROJECT MANAGER	\$50/hr		
6 MIL POLY	\$45/rl			OVERTIME	\$60/hr		
BURIAL BAGS	\$50/rl			SUPERVISOR	\$42/hr	11	462.00
GLOVEBAGS	\$8/bg			OVERTIME	\$57/hr		
POLY/DUCT TAPE	\$4/rl			LABORER	\$33/hr	100	3,300.00
SPRAY ADHESIVE	\$5/cn			OVERTIME	\$47/hr		
SUITS	\$3/st	25	75.00	OTHER			
1/2 FACE FILTER	\$3.50/fil	20	70.00	OVERTIME			
PAPR FILTERS	\$12/fil			<b>EQUIPMENT RATES</b>			
DISP. TOWELS	\$35/cs			HEPA VACUUM	\$25/day	3	75.00
SHOWER FILTERS	\$5/fil			NEGATIVE AIR UNIT	\$50/day	4	200.00
NEG. AIR HEPA FILTERS				DECON. SHOWER	\$50/day		
NEG. AIR FILTERS #1	\$5/fil			AIRLESS SPRAYER	\$45/day	2	90.00
NEG. AIR FILTERS #2	\$10/fil			SCAFFOLDING	\$10/dy/sec		
NEG. AIR FLEX DUCT	\$2/foot			STEP LADDER	\$10/day	2	20.00
HEPA VACUUM FILTER	\$150/ea			PERSONAL AIR PUMP	\$10/day		
HEPA VACUUM BAG	\$5/bag			AREA AIR PUMP	\$10/day		
SURFACTANT	\$7.50/gal			TRUCK	\$.80/mi	132	105.00
ENCAPSULANT	\$9/gal			OTHER VEHICLES			
MASTIC REMOVER	\$9/gal			GENERATOR	\$50/day		
SCRATCH PADS	\$.50/ea			Scissor Lift	\$100/day	2	200.00
WIRE BRUSHES	\$2/ea			Elec. Chop Saw	\$45/day		
WARNING SIGNS				Lighting	\$10/day	3	30.00
BARRIER TAPE				<b>MISCELLANEOUS RATES</b>			
Beaucoop Disinfectant	\$50/gal	1	50.00	DISPOSAL	\$25/yd		
<b>Rags</b>	<b>\$2/lb</b>	<b>15</b>	<b>30.00</b>	NOTIFICATION FEE	\$100		
Fosters 40-20				AIR SAMPLES	\$20/ea		
				MOBILIZATION	\$250/mob	1	250.00
Foster 40-80 disinfectant				Lodging/Meals	\$60/md	11	660.00
<b>Foster 40-20 sealer</b>	<b>\$40/gal</b>						
<b>COLUMN 1 SUBTOTAL</b>		<b>245.00</b>		<b>COLUMN 1 SUBTOTAL</b>			<b>245.00</b>
Contractor Representative				<b>COLUMN 2 SUBTOTAL</b>			<b>5,392.00</b>
Date:				<b>COLUMN 1 + 2 SUBTOTAL</b>			<b>5,637.00</b>
Owner Representative				<b>x 7.5% (INSURANCE)</b>			<b>422.00</b>
Date:				<b>GRAND TOTAL</b>			<b>\$6,059.00</b>



1345 Sadler Circle South, Indianapolis, IN 46239  
 (317) 791-6653 • Fax (317) 791-9853  
 Website: www.deltaservicesinc.com

00000 0 & 0 0000 000000000

PROJECT: Champaign County Nursing Home

DATE: 8/16/05

LOCATION: 500 E. Art Bartlet Rd. Urbana, Ill

SCOPE: T&M mold remediation of Wing W4 as directed by Alliance Env.

MATERIALS	RATES	QTY	TOTAL	LABOR	RATES	QTY	TOTAL
4 MIL POLY	\$40/rl	2	80.00	PROJECT MANAGER	\$50/hr		
6 MIL POLY	\$45/rl			OVERTIME	\$60/hr		
BURIAL BAGS	\$50/rl			SUPERVISOR	\$42/hr	10	420.00
GLOVEBAGS	\$8/bg			OVERTIME	\$57/hr		
POLY/DUCT TAPE	\$4/rl	12	48.00	LABORER	\$33/hr	100	3,300.00
SPRAY ADHESIVE	\$5/cn			OVERTIME	\$47/hr		
SUITS	\$3/st	25	75.00	OTHER			
1/2 FACE FILTER	\$3.50/fil			OVERTIME			
PAPR FILTERS	\$12/fil			<b>EQUIPMENT RATES</b>			
DISP. TOWELS	\$35/cs	3/4	26.00	HEPA VACUUM	\$25/day	3	75.00
SHOWER FILTERS	\$5/fil			NEGATIVE AIR UNIT	\$50/day	4	200.00
NEG. AIR HEPA FILTERS				DECON. SHOWER	\$50/day		
NEG. AIR FILTERS #1	\$5/fil	4	20.00	AIRLESS SPRAYER	\$45/day	3	135.00
NEG. AIR FILTERS #2	\$10/fil	4	40.00	SCAFFOLDING	\$10/dy/sec	1	10.00
NEG. AIR FLEX DUCT	\$2/foot			STEP LADDER	\$10/day	2	20.00
HEPA VACUUM FILTER	\$150/ea			PERSONAL AIR PUMP	\$10/day		
HEPA VACUUM BAG	\$5/bag			AREA AIR PUMP	\$10/day		
SURFACTANT	\$7.50/gal			TRUCK	\$.80/mi		
ENCAPSULANT	\$9/gal			OTHER VEHICLES			
MASTIC REMOVER	\$9/gal			GENERATOR	\$50/day		
SCRATCH PADS	\$.50/ea			Scissor Lift	\$100/day	2	200.00
WIRE BRUSHES	\$2/ea			Elec. Chop Saw	\$45/day		
WARNING SIGNS				Lighting	\$10/day	5	50.00
BARRIER TAPE				<b>MISCELLANEOUS RATES</b>			
Beaucoop Disinfectant	\$50/gal	1	50.00	DISPOSAL	\$25/yd		
<b>Rags</b>	<b>\$2/lb</b>	<b>10</b>	<b>20.00</b>	NOTIFICATION FEE	\$100		
Fosters 40-20				AIR SAMPLES	\$20/ea		
				MOBILIZATION	\$250/mob		
Foster 40-80 disinfectant				Lodging/Meals	\$60/md	11	660.00
Foster 40-20 sealer	\$40/gal	125	5,000				
<b>COLUMN 1 SUBTOTAL</b>		<b>5,359.00</b>		<b>COLUMN 1 SUBTOTAL</b>			<b>5,359.00</b>
Contractor Representative				<b>COLUMN 2 SUBTOTAL</b>			<b>5,070.00</b>
Date:				<b>COLUMN 1 + 2 SUBTOTAL</b>			<b>10,429.00</b>
Owner Representative				<b>x 7.5% (INSURANCE)</b>			<b>782.00</b>
Date:				<b>GRAND TOTAL</b>			<b>\$11,211.00</b>



# DELTA

Services, Inc.

1345 Sadlier Circle South, Indianapolis, IN 46239  
 (317) 791-6653 • Fax (317) 791-9853  
 Website: www.deltaservicesinc.com

00000 0 & 0 0000 00000000

PROJECT: Champaign County Nursing Home

DATE: 8/17/05

LOCATION: 500 E. Art Bartlet Rd. Urbana, Ill

SCOPE: T&M mold remediation of Wing W4 as directed by Alliance Env.

MATERIALS	RATES	QTY	TOTAL	LABOR	RATES	QTY	TOTAL
4 MIL POLY	\$40/rl	8	240.00	PROJECT MANAGER	\$50/hr	9	450.00
6 MIL POLY	\$45/rl			OVERTIME	\$60/hr		
BURIAL BAGS	\$50/rl			SUPERVISOR	\$42/hr	11	462.00
GLOVEBAGS	\$8/bg			OVERTIME	\$57/hr		
POLY/DUCT TAPE	\$4/rl			LABORER	\$33/hr	100	3,300.00
SPRAY ADHESIVE	\$5/cn			OVERTIME	\$47/hr		
SUITS	\$3/st	12	36.00	OTHER			
1/2 FACE FILTER	\$3.50/fil	6	21.00	OVERTIME			
PAPR FILTERS	\$12/fil			<b>EQUIPMENT RATES</b>			
DISP. TOWELS	\$35/cs	3/4	26.00	HEPA VACUUM	\$25/day	3	75.00
SHOWER FILTERS	\$5/fil			NEGATIVE AIR UNIT	\$50/day	4	200.00
NEG. AIR HEPA FILTERS				DECON. SHOWER	\$50/day		
NEG. AIR FILTERS #1	\$5/fil	4	20.00	AIRLESS SPRAYER	\$45/day	5	225.00
NEG. AIR FILTERS #2	\$10/fil	4	40.00	SCAFFOLDING	\$10/dy/sec	1	10.00
NEG. AIR FLEX DUCT	\$2/foot	50	100.00	STEP LADDER	\$10/day	3	30.00
HEPA VACUUM FILTER	\$150/ea			PERSONAL AIR PUMP	\$10/day		
HEPA VACUUM BAG	\$5/bag			AREA AIR PUMP	\$10/day		
SURFACTANT	\$7.50/gal			TRUCK	\$.80/mi	263	210.00
ENCAPSULANT	\$9/gal			OTHER VEHICLES			
MASTIC REMOVER	\$9/gal			GENERATOR	\$50/day		
SCRATCH PADS	\$.50/ea	60	30.00	Scissor Lift	\$100/day	2	200.00
WIRE BRUSHES	\$2/ea	12	24.00	Elec. Chop Saw	\$45/day		
WARNING SIGNS				Lighting	\$10/day	8	80.00
BARRIER TAPE				<b>MISCELLANEOUS RATES</b>			
Beaucoop Disinfectant	\$50/gal	6	300.00	DISPOSAL	\$25/yd		
<b>Rags</b>	<b>\$2/lb</b>			NOTIFICATION FEE	\$100		
Fosters 40-20				AIR SAMPLES	\$20/ea		
				MOBILIZATION	\$250/mob		
Foster 40-80 disinfectant				Lodging/Meals	\$60/md	11	660.00
<b>Foster 40-20 sealer</b>	<b>\$40/gal</b>	<b>165</b>	<b>6,600</b>				
<b>COLUMN 1 SUBTOTAL</b>		<b>7,437.00</b>		<b>COLUMN 1 SUBTOTAL</b>			<b>7,437.00</b>
Contractor Representative				<b>COLUMN 2 SUBTOTAL</b>			<b>5,902.00</b>
Date:				<b>COLUMN 1 + 2 SUBTOTAL</b>			<b>13,339.00</b>
Owner Representative				<b>x 7.5% (INSURANCE)</b>			<b>1,000.00</b>
Date:				<b>GRAND TOTAL</b>			<b>\$14,339.00</b>



# DELTA

Services, Inc.

1345 Sadlier Circle South, Indianapolis, IN 46239  
 (317) 791-6653 • Fax (317) 791-9853  
 Website: www.deltaservicesinc.com

00000 0 & 0 0000 00000000

PROJECT: Champaign County Nursing Home

DATE: 8/18/05

LOCATION: 500 E. Art Bartlet Rd. Urbana, Ill

SCOPE: T&M mold remediation of Wing W4 as directed by Alliance Env.

MATERIALS	RATES	QTY	TOTAL	LABOR	RATES	QTY.	TOTAL
4 MIL POLY	\$40/rl	5	200.00	PROJECT MANAGER	\$50/hr		
6 MIL POLY	\$45/rl			OVERTIME	\$60/hr		
BURIAL BAGS	\$50/rl			SUPERVISOR	\$42/hr	11	462.00
GLOVEBAGS	\$8/bg			OVERTIME	\$57/hr		
POLY/DUCT TAPE	\$4/rl	12	48.00	LABORER	\$33/hr	165	5,445.00
SPRAY ADHESIVE	\$5/cn	1	5.00	OVERTIME	\$47/hr		
SUITS	\$3/st	48	144.00	OTHER			
1/2 FACE FILTER	\$3.50/fil	6	21.00	OVERTIME			
PAPR FILTERS	\$12/fil			<b>EQUIPMENT RATES</b>			
DISP. TOWELS	\$35/cs			HEPA VACUUM	\$25/day	3	75.00
SHOWER FILTERS	\$5/fil			NEGATIVE AIR UNIT	\$50/day	4	200.00
NEG. AIR HEPA FILTERS				DECON. SHOWER	\$50/day		
NEG. AIR FILTERS #1	\$5/fil	4	20.00	AIRLESS SPRAYER	\$45/day	5	225.00
NEG. AIR FILTERS #2	\$10/fil	4	40.00	SCAFFOLDING	\$10/dy/sec		
NEG. AIR FLEX DUCT	\$2/foot			STEP LADDER	\$10/day	3	30.00
HEPA VACUUM FILTER	\$150/ea			PERSONAL AIR PUMP	\$10/day		
HEPA VACUUM BAG	\$5/bag			AREA AIR PUMP	\$10/day		
SURFACTANT	\$7.50/gal			TRUCK	\$.80/mi	396	316.00
ENCAPSULANT	\$9/gal			OTHER VEHICLES			
MASTIC REMOVER	\$9/gal			GENERATOR	\$50/day		
SCRATCH PADS	\$.50/ea			Scissor Lift	\$100/day	2	200.00
WIRE BRUSHES	\$2/ea	10	20.00	Elec. Chop Saw	\$45/day		
WARNING SIGNS				Lighting	\$10/day	8	80.00
BARRIER TAPE				<b>MISCELLANEOUS RATES</b>			
Beaucoop Disinfectant	\$50/gal			DISPOSAL	\$25/yd		
Rags	\$2/lb			NOTIFICATION FEE	\$100		
Fosters 40-20				AIR SAMPLES	\$20/ea		
				MOBILIZATION	\$250/mob		
Foster 40-80 disinfectant				Lodging/Meals	\$60/md	11	660.00
Foster 40-20 sealer	\$40/gal	115	4,600				
<b>COLUMN 1 SUBTOTAL</b>		<b>5,098.00</b>		<b>COLUMN 1 SUBTOTAL</b>			<b>5,098.00</b>
Contractor Representative				<b>COLUMN 2 SUBTOTAL</b>			<b>7,693.00</b>
Date:				<b>COLUMN 1 + 2 SUBTOTAL</b>			<b>12,791.00</b>
Owner Representative				<b>x 7.5% (INSURANCE)</b>			<b>959.00</b>
Date:				<b>GRAND TOTAL</b>			<b>\$13,750.00</b>



1345 Sadlier Circle South, Indianapolis, IN 46239  
 (317) 791-6653 • Fax (317) 791-9853  
 Website: www.deltaservicesinc.com

□□□□□ □ & □ □□□□ □□□□□□□□□□

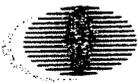
PROJECT: Champaign County Nursing Home

DATE: 8/21/05

LOCATION: 500 E. Art Bartlet Rd. Urbana, Ill

SCOPE: T&M mold remediation of Wing W4 as directed by Alliance Env.

MATERIALS	RATES	QTY	TOTAL	LABOR	RATES	QTY	TOTAL
4 MIL POLY	\$40/rl	4	160.00	PROJECT MANAGER	\$50/hr		
6 MIL POLY	\$45/rl			OVERTIME	\$60/hr		
BURIAL BAGS	\$50/rl			SUPERVISOR	\$42/hr	32	1,344.00
GLOVEBAGS	\$8/bg			OVERTIME	\$57/hr		
POLY/DUCT TAPE	\$4/rl	12	48.00	LABORER	\$33/hr	160	5,280.00
SPRAY ADHESIVE	\$5/cn	1	5.00	OVERTIME	\$47/hr		
SUITS	\$3/st	48	144.00	OTHER			
1/2 FACE FILTER	\$3.50/fil			OVERTIME			
PAPR FILTERS	\$12/fil			<b>EQUIPMENT RATES</b>			
DISP. TOWELS	\$35/cs			HEPA VACUUM	\$25/day		
SHOWER FILTERS	\$5/fil			NEGATIVE AIR UNIT	\$50/day		
NEG. AIR HEPA FILTERS				DECON. SHOWER	\$50/day		
NEG. AIR FILTERS #1	\$5/fil			AIRLESS SPRAYER	\$45/day	5	225.00
NEG. AIR FILTERS #2	\$10/fil			SCAFFOLDING	\$10/dy/sec		
NEG. AIR FLEX DUCT	\$2/foot			STEP LADDER	\$10/day	3	30.00
HEPA VACUUM FILTER	\$150/ea			PERSONAL AIR PUMP	\$10/day		
HEPA VACUUM BAG	\$5/bag			AREA AIR PUMP	\$10/day		
SURFACTANT	\$7.50/gal			TRUCK	\$.80/mi	526	420.00
ENCAPSULANT	\$9/gal			OTHER VEHICLES			
MASTIC REMOVER	\$9/gal			GENERATOR	\$50/day		
SCRATCH PADS	\$.50/ea			Scissor Lift	\$100/day	2	200.00
WIRE BRUSHES	\$2/ea	10	20.00				
WARNING SIGNS				Lighting	\$10/day		
BARRIER TAPE				<b>MISCELLANEOUS RATES</b>			
Beaucoop Disinfectant	\$50/gal			DISPOSAL	\$25/yd		
Rags	\$2/lb			NOTIFICATION FEE	\$100		
Fosters 40-20				AIR SAMPLES	\$20/ea		
				MOBILIZATION	\$250/mob		
Foster 40-80 disinfectant				Lodging/Meals	\$60/md	12	720.00
Foster 40-20 sealer	\$40/gal	365	14,600				
<b>COLUMN 1 SUBTOTAL</b>		<b>14,977.00</b>		<b>COLUMN 1 SUBTOTAL</b>			<b>14,977.00</b>
Contractor Representative				<b>COLUMN 2 SUBTOTAL</b>			<b>8,219.00</b>
Date:				<b>COLUMN 1 + 2 SUBTOTAL</b>			<b>23,196.00</b>
Owner Representative				<b>x 7.5% (INSURANCE)</b>			<b>1,739.00</b>
Date:				<b>GRAND TOTAL</b>			<b>\$24,935.00</b>



# DELTA Services, Inc.

1345 Sadlier Circle South, Indianapolis, IN 46239  
 (317) 791-6653 • Fax (317) 791-9853  
 Website: www.deltaservicesinc.com

00000 0 & 0 0000 00000000

PROJECT: Champaign County Nursing Home

DATE: 8/26/05

LOCATION: 500 E. Art Bartlet Rd. Urbana, Ill

SCOPE: T&M mold remediation of Wing W4 as directed by Alliance Env.

MATERIALS	RATES	QTY	TOTAL	LABOR	RATES	QTY	TOTAL
4 MIL POLY	\$40/rl	8	240.00	PROJECT MANAGER	\$50/hr		
6 MIL POLY	\$45/rl			OVERTIME	\$60/hr		
BURIAL BAGS	\$50/rl			SUPERVISOR	\$42/hr	7	294.00
GLOVEBAGS	\$8/bg			OVERTIME	\$57/hr		
POLY/DUCT TAPE	\$4/rl	10	40.00	LABORER	\$33/hr	35	1,155.00
SPRAY ADHESIVE	\$5/cn	6	30.00	OVERTIME	\$47/hr		
SUITS	\$3/st			OTHER			
1/2 FACE FILTER	\$3.50/fil			OVERTIME			
PAPR FILTERS	\$12/fil			<b>EQUIPMENT RATES</b>			
DISP. TOWELS	\$35/cs			HEPA VACUUM	\$25/day		
SHOWER FILTERS	\$5/fil			NEGATIVE AIR UNIT	\$50/day		
NEG. AIR HEPA FILTERS				DECON. SHOWER	\$50/day		
NEG. AIR FILTERS #1	\$5/fil			AIRLESS SPRAYER	\$45/day		
NEG. AIR FILTERS #2	\$10/fil			SCAFFOLDING	\$10/dy/sec		
NEG. AIR FLEX DUCT	\$2/foot			STEP LADDER	\$10/day		
HEPA VACUUM FILTER	\$150/ea			PERSONAL AIR PUMP	\$10/day		
HEPA VACUUM BAG	\$5/bag			AREA AIR PUMP	\$10/day		
SURFACTANT	\$7.50/gal			TRUCK	\$.80/mi	526	210.00
ENCAPSULANT	\$9/gal			OTHER VEHICLES			
MASTIC REMOVER	\$9/gal			GENERATOR	\$50/day		
SCRATCH PADS	\$.50/ea			Scissor Lift	\$100/day	2	200.00
WIRE BRUSHES	\$2/ea						
WARNING SIGNS				Lighting	\$10/day		
BARRIER TAPE				<b>MISCELLANEOUS RATES</b>			
Beaucoop Disinfectant	\$50/gal			DISPOSAL	\$25/yd		
<b>Rags</b>	<b>\$2/lb</b>			NOTIFICATION FEE	\$100		
Fosters 40-20				AIR SAMPLES	\$20/ea		
				MOBILIZATION	\$250/mob		
Foster 40-80 disinfectant				Lodging/Meals	\$60/md	6	360.00
<b>Foster 40-20 sealer</b>	<b>\$40/gal</b>						
<b>COLUMN 1 SUBTOTAL</b>		<b>310.00</b>		<b>COLUMN 1 SUBTOTAL</b>			<b>310.00</b>
Contractor Representative				<b>COLUMN 2 SUBTOTAL</b>			<b>2,219.00</b>
Date:				<b>COLUMN 1 + 2 SUBTOTAL</b>			<b>2,529.00</b>
Owner Representative				<b>x 7.5% (INSURANCE)</b>			<b>189.00</b>
Date:				<b>GRAND TOTAL</b>			<b>\$2,718.00</b>



# DELTA

Services, Inc.

1345 Sadler Circle South, Indianapolis, IN 46239  
 (317) 791-6653 • Fax (317) 791-9853  
 Website: www.deltaservicesinc.com

00000 0 & 0 0000 00000000

PROJECT: Champaign County Nursing Home

DATE: 8/27/05

LOCATION: 500 E. Art Bartlet Rd.  
Urbana, Ill

SCOPE: T&M mold remediation of Wing W4 as directed by Alliance Env.

MATERIALS	RATES	QTY	TOTAL	LABOR	RATES	QTY	TOTAL
4 MIL POLY	\$40/rl	8	240.00	PROJECT MANAGER	\$50/hr		
6 MIL POLY	\$45/rl			OVERTIME	\$60/hr		
BURIAL BAGS	\$50/rl			SUPERVISOR	\$42/hr	7.5	315.00
GLOVEBAGS	\$8/bg			OVERTIME	\$57/hr	7	399.00
POLY/DUCT TAPE	\$4/rl	12	48.00	LABORER	\$33/hr	92	3,036.00
SPRAY ADHESIVE	\$5/cn	6	30.00	OVERTIME	\$47/hr	84	3,948.00
SUITS	\$3/st	48	144.00	OTHER			
1/2 FACE FILTER	\$3.50/fil	20	70.00	OVERTIME			
PAPR FILTERS	\$12/fil			<b>EQUIPMENT RATES</b>			
DISP. TOWELS	\$35/cs			HEPA VACUUM	\$25/day	2	50.00
SHOWER FILTERS	\$5/fil			NEGATIVE AIR UNIT	\$50/day		
NEG. AIR HEPA FILTERS				DECON. SHOWER	\$50/day		
NEG. AIR FILTERS #1	\$5/fil			AIRLESS SPRAYER	\$45/day	6	270.00
NEG. AIR FILTERS #2	\$10/fil			SCAFFOLDING	\$10/dy/sec	1	10.00
NEG. AIR FLEX DUCT	\$2/foot			STEP LADDER	\$10/day	3	30.00
HEPA VACUUM FILTER	\$150/ea			PERSONAL AIR PUMP	\$10/day		
HEPA VACUUM BAG	\$5/bag			AREA AIR PUMP	\$10/day		
SURFACTANT	\$7.50/gal			TRUCK	\$.80/mi	263	210.00
ENCAPSULANT	\$9/gal			OTHER VEHICLES			
MASTIC REMOVER	\$9/gal			GENERATOR	\$50/day		
SCRATCH PADS	\$.50/ea			Scissor Lift	\$100/day	2	200.00
WIRE BRUSHES	\$2/ea						
WARNING SIGNS				Lighting	\$10/day		
BARRIER TAPE				<b>MISCELLANEOUS RATES</b>			
Beaucoop Disinfectant	\$50/gal			DISPOSAL	\$25/yd		
Rags	\$2/lb			NOTIFICATION FEE	\$100		
Fosters 40-20				AIR SAMPLES	\$20/ea		
				MOBILIZATION	\$250/mob		
Foster 40-80 disinfectant				Lodging/Meals	\$60/md	6	360.00
Foster 40-20 sealer	\$40/gal	490	19,600				
<b>COLUMN 1 SUBTOTAL</b>		<b>310.00</b>		<b>COLUMN 1 SUBTOTAL</b>			<b>20,132.00</b>
Contractor Representative				<b>COLUMN 2 SUBTOTAL</b>			<b>8,828.00</b>
Date:				<b>COLUMN 1 + 2 SUBTOTAL</b>			<b>28,960.00</b>
Owner Representative				<b>x 7.5% (INSURANCE)</b>			<b>2,172.00</b>
Date:				<b>GRAND TOTAL</b>			<b>\$31,132.00</b>



# DELTA Services, Inc.

1345 Sadlier Circle South, Indianapolis, IN 46239  
 (317) 791-6653 • Fax (317) 791-9853  
 Website: www.deltaservicesinc.com

00000 0 & 0 0000 00000000

PROJECT: Champaign County Nursing  
Home

DATE: 8/28/05

LOCATION: 500 E. Art Bartlet Rd.  
Urbana, Ill

SCOPE: T&M mold remediation of  
Wing W4 as directed by  
Alliance Env.

MATERIALS	RATES	QTY	TOTAL	LABOR	RATES	QTY	TOTAL
4 MIL POLY	\$40/rl	2	80.00	PROJECT MANAGER	\$50/hr		
6 MIL POLY	\$45/rl			OVERTIME	\$60/hr		
BURIAL BAGS	\$50/rl			SUPERVISOR	\$42/hr	10	420.00
GLOVEBAGS	\$8/bg			OVERTIME	\$57/hr		
POLY/DUCT TAPE	\$4/rl	24	96.00	LABORER	\$33/hr	45	1,485.00
SPRAY ADHESIVE	\$5/cn	6	30.00	OVERTIME	\$47/hr		
SUITS	\$3/st	24	72.00	OTHER			
1/2 FACE FILTER	\$3.50/fil	20	70.00	OVERTIME			
PAPR FILTERS	\$12/fil			<b>EQUIPMENT RATES</b>			
DISP. TOWELS	\$35/cs			HEPA VACUUM	\$25/day		
SHOWER FILTERS	\$5/fil			NEGATIVE AIR UNIT	\$50/day		
NEG. AIR HEPA FILTERS				DECON. SHOWER	\$50/day		
NEG. AIR FILTERS #1	\$5/fil			AIRLESS SPRAYER	\$45/day	5	225.00
NEG. AIR FILTERS #2	\$10/fil			SCAFFOLDING	\$10/dy/sec	1	10.00
NEG. AIR FLEX DUCT	\$2/foot			STEP LADDER	\$10/day	3	30.00
HEPA VACUUM FILTER	\$150/ea			PERSONAL AIR PUMP	\$10/day		
HEPA VACUUM BAG	\$5/bag			AREA AIR PUMP	\$10/day		
SURFACTANT	\$7.50/gal			TRUCK	\$.80/mi	263	210.00
ENCAPSULANT	\$9/gal			OTHER VEHICLES			
MASTIC REMOVER	\$9/gal			GENERATOR	\$50/day		
SCRATCH PADS	\$.50/ea	60	30.00	Scissor Lift	\$100/day	2	200.00
WIRE BRUSHES	\$2/ea						
WARNING SIGNS				Lighting	\$10/day		
BARRIER TAPE				<b>MISCELLANEOUS RATES</b>			
Beaucoop Disinfectant	\$50/gal			DISPOSAL	\$25/yd		
<b>Rags</b>	<b>\$2/lb</b>	<b>10</b>	<b>20.00</b>	NOTIFICATION FEE	\$100		
Fosters 40-20				AIR SAMPLES	\$20/ea		
				MOBILIZATION	\$250/mob		
Foster 40-80 disinfectant				Lodging/Meals	\$60/md	7	420.00
<b>Foster 40-20 sealer</b>	<b>\$40/gal</b>	<b>100</b>	<b>4,000</b>				
<b>COLUMN 1 SUBTOTAL</b>		<b>310.00</b>		<b>COLUMN 1 SUBTOTAL</b>			<b>4,398.00</b>
Contractor Representative				<b>COLUMN 2 SUBTOTAL</b>			<b>3,000.00</b>
Date:				<b>COLUMN 1 + 2 SUBTOTAL</b>			<b>7,398.00</b>
Owner Representative				<b>x 7.5% (INSURANCE)</b>			<b>554.00</b>
Date:				<b>GRAND TOTAL</b>			<b>\$7,952.00</b>



# **ALLIANCE**

Environmental Group, Inc.

THE ENVIRONMENTAL SOLUTION

October 4, 2005

Mr. Denny Inman  
County Administrator  
Champaign County Board  
1776 East Washington Street  
Urbana, Illinois 61802

Re: New County Nursing Home - IAQ Project  
Wing #4 and Additional Areas  
T&M Contractor Invoice - Final

Dear Mr. Inman:

Thank you for contracting our professional environmental, health and safety engineering compliance program services. We appreciate being of service to the County.

The enclosed invoice and included time and materials details is tendered from Delta Services, Inc. for the microbial remediation of the remaining areas in Wing #4, the corridor, the portico, dock area and the exterior soffits at the referenced site. Alliance has reviewed the submittals for accuracy and found the invoice to be correct. The scope of work provided for disinfection of all exposed surfaces and sealant of all disinfected surfaces with an anti-microbial encapsulant.

Alliance provided on-site project management throughout all phases of the work completed to date. We observed contractor activities and directed compliant completion of all scheduled work as per your directions. This invoice represents the final time and materials charges from the contractor for the microbial remediation of Wing #4 areas as well as the added work noted above.

It is our recommendation that the County process the invoice and make payment directly to the contractor in the amount of \$25,841.00. If there are any questions, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Bruce Wallace", is written over a horizontal line.

R. Bruce Wallace, CES, CMS  
Director of Compliance Services

Enclosures



1345 Sadlier Circle South, Indianapolis, IN 46239  
(317) 791-6653 • Fax (317) 791-9853  
Website: www.deltaservicesinc.com

September 13, 2005

**TO: Bruce Wallace @ Alliance Environmental**

**VIA FAX: 865-3401 ( 3 pages )**

**RE: Champaign County Nursing Home – Wing W4 Remediation**

Dear Bruce,

**Please see attached T&M Sheets for your review and approval. These represent the remaining remediation work completed in the wing W4.**

9/09/05 - \$11,669.00

9/10/05 - \$14,172.00

**Total - \$25,841.00**

**This includes work requested in additional areas such as the portico, dock area, and exterior soffitts. If you have any questions please call me at 317./791-6653.**

Sincerely,

A handwritten signature in black ink, appearing to read "S. Werner", written over a large, loopy flourish.

Stephen A. Werner  
President



**DELTA**  
Services, Inc.

1345 Sadler Circle South, Indianapolis, IN 46239  
(317) 791-6653 • Fax (317) 791-9853  
Website: www.deltaservicesinc.com

**INVOICE**

9/13/2005

Champaign County Admin.  
1776 E. Washington Street

Invoice Number: 6022  
Due Date: 10/13/2005  
Terms: Net 30  
DELTA Job: 5331  
Champaign County Nursing Home

Urbana IL 61802-  
Attn: Evelyn Boatz

Description	Extended Price
Time and materials mold remediation/disinfection of Wing W4 at Champaign County Nursing Home, Urbana, IL as directed by Alliance Environmental.	\$
See attached T & M Sheets for work completed 9/9/05 and 9/10/05	\$ 25,841.00
This includes completion of Wing 4, Portico, Dock Area and exterior soffitt areas.	\$

*Reviewed & recommended for payment  
to Contractor.  
R. Kelly  
10/4/05*

Sub Total:\$ 25,841.00  
Less Retainage:\$ 0.00  
Total Invoice Due: \$ 25,841.00

**Affidavit and Waiver of Lien**

Final   X   Partial        Payment to Follow       

State of: Indiana

County of: Marion

Stephen A. Werner being duly sworn states that he is the President of DELTA Services, Inc. having contracted with Champaign County Administration to furnish labor as follows: Mold Remediation at Champaign County Nursing Home, Champaign, IL.

Final Waiver: that the total amount due and paid from the owner is the sum of:

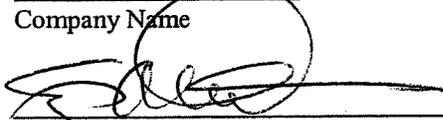
Twenty-Five Thousand, Eight Hundred and Forty-One Dollars and .00/100 (\$25,841.00)

  X   the payment of which has been promised as the sole consideration of this Affidavit and partial Waiver of Lien which is given to and for said amount effective upon receipt of such payment.

       receipt of which is hereby acknowledged

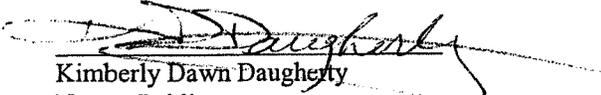
Therefore, the undersigned waives and releases unto owner of said premises any and all lien or claim whatsoever on the above described property and improvement thereon account of any work performed or material furnished to the undersigned for said property and within the scope of this affidavit and waiver.

DELTA Services, Inc.  
Company Name

  
\_\_\_\_\_  
Stephen A. Werner  
Authorized Representative

President  
Title

Witness my hand and notarial seal, this 13<sup>th</sup> day of September, 2005.

  
\_\_\_\_\_  
Kimberly Dawn Daugherty  
Notary Public

Resident of: Hancock

My Commission Expires: 1-21-11



# DELTA

Services, Inc.

1345 Sadlier Circle South, Indianapolis, IN 46239  
 (317) 791-6653 • Fax (317) 791-9853  
 Website: www.deltaservicesinc.com

00000 0 & 0 0000 00000000

PROJECT: Champaign County Nursing Home

DATE: 9/9/05

LOCATION: 500 E. Art Bartlet Rd. Urbana, Ill

SCOPE: T&M mold remediation of Wing W4 as directed by Alliance Env.

MATERIALS	RATES	QTY	TOTAL	LABOR	RATES	QTY.	TOTAL
4 MIL POLY	\$40/rl	8	320.00	PROJECT MANAGER	\$50/hr	2	100.00
6 MIL POLY	\$45/rl			OVERTIME	\$60/hr		
BURIAL BAGS	\$50/rl	1	50.00	SUPERVISOR	\$42/hr	9	378.00
GLOVEBAGS	\$8/bg			OVERTIME	\$57/hr		
POLY/DUCT TAPE	\$4/rl	12	48.00	LABORER	\$33/hr	120	3,960.00
SPRAY ADHESIVE	\$5/cn	6	30.00	OVERTIME	\$47/hr		
SUITS	\$3/st	24	72.00	OTHER			
1/2 FACE FILTER	\$3.50/fil	30	105.00	OVERTIME			
PAPR FILTERS	\$12/fil			<b>EQUIPMENT RATES</b>			
DISP. TOWELS	\$35/cs	1/2	17.00	HEPA VACUUM	\$25/day	2	50.00
SHOWER FILTERS	\$5/fil			NEGATIVE AIR UNIT	\$50/day		
NEG. AIR HEPA FILTERS				DECON. SHOWER	\$50/day		
NEG. AIR FILTERS #1	\$5/fil			AIRLESS SPRAYER	\$45/day	6	270.00
NEG. AIR FILTERS #2	\$10/fil			SCAFFOLDING	\$10/dy/sec		
NEG. AIR FLEX DUCT	\$2/foot			STEP LADDER	\$10/day	5	50.00
HEPA VACUUM FILTER	\$150/ea			PERSONAL AIR PUMP	\$10/day		
HEPA VACUUM BAG	\$5/bag	2	10.00	AREA AIR PUMP	\$10/day		
SURFACTANT	\$7.50/gal			TRUCK	\$.80/mi	263	210.00
ENCAPSULANT	\$9/gal			OTHER VEHICLES			
MASTIC REMOVER	\$9/gal			GENERATOR	\$50/day		
SCRATCH PADS	\$.50/ea			Scissor Lift	\$100/day	1	100.00
WIRE BRUSHES	\$2/ea						
WARNING SIGNS				Lighting	\$10/day		
BARRIER TAPE				<b>MISCELLANEOUS RATES</b>			
Beaucoop Disinfectant	\$50/gal			DISPOSAL	\$25/yd		
Rags	\$2/lb			NOTIFICATION FEE	\$100		
Fosters 40-20				AIR SAMPLES	\$20/ea		
				MOBILIZATION	\$250/mob	1/2	125.00
Foster 40-80 disinfectant				Lodging/Meals	\$60/md	16	960.00
Foster 40-20 sealer	\$40/gal	100	4,000				
<b>COLUMN 1 SUBTOTAL</b>		<b>4,652.00</b>		<b>COLUMN 1 SUBTOTAL</b>			<b>4,652.00</b>
Contractor Representative				<b>COLUMN 2 SUBTOTAL</b>			<b>6,203.00</b>
Date:				<b>COLUMN 1 + 2 SUBTOTAL</b>			<b>10,855.00</b>
Owner Representative				<b>x 7.5% (INSURANCE)</b>			<b>814.00</b>
Date:				<b>GRAND TOTAL</b>			<b>\$11,669.00</b>



# DELTA

Services, Inc.

1345 Sadlier Circle South, Indianapolis, IN 46239  
 (317) 791-6653 • Fax (317) 791-9853  
 Website: www.deltaservicesinc.com

00000 0 & 0 0000 00000000

PROJECT: Champaign County Nursing Home

DATE: 9/10/05

LOCATION: 500 E. Art Bartlet Rd. Urbana, Ill

SCOPE: T&M mold remediation of Wing W4 as directed by Alliance Env.

MATERIALS	RATES	QTY	TOTAL	LABOR	RATES	QTY	TOTAL
4 MIL POLY	\$40/rl	2	80.00	PROJECT MANAGER	\$50/hr		
6 MIL POLY	\$45/rl			OVERTIME	\$60/hr		
BURIAL BAGS	\$50/rl	3	150.00	SUPERVISOR	\$42/hr	6	252.00
GLOVEBAGS	\$8/bg			OVERTIME	\$57/hr	6	342.00
POLY/DUCT TAPE	\$4/rl	12	48.00	LABORER	\$33/hr	68	2,244.00
SPRAY ADHESIVE	\$5/cn	2	10.00	OVERTIME	\$47/hr	67	3,149.00
SUITS	\$3/st	24	72.00	OTHER			
1/2 FACE FILTER	\$3.50/fil	20	70.00	OVERTIME			
PAPR FILTERS	\$12/fil			<b>EQUIPMENT RATES</b>			
DISP. TOWELS	\$35/cs	1/2	17.00	HEPA VACUUM	\$25/day	2	50.00
SHOWER FILTERS	\$5/fil			NEGATIVE AIR UNIT	\$50/day		
NEG. AIR HEPA FILTERS				DECON. SHOWER	\$50/day		
NEG. AIR FILTERS #1	\$5/fil			AIRLESS SPRAYER	\$45/day	6	270.00
NEG. AIR FILTERS #2	\$10/fil			SCAFFOLDING	\$10/dy/sec		
NEG. AIR FLEX DUCT	\$2/foot			STEP LADDER	\$10/day	5	50.00
HEPA VACUUM FILTER	\$150/ea			PERSONAL AIR PUMP	\$10/day		
HEPA VACUUM BAG	\$5/bag	2	10.00	AREA AIR PUMP	\$10/day		
SURFACTANT	\$7.50/gal			TRUCK	\$.80/mi	263	210.00
ENCAPSULANT	\$9/gal			OTHER VEHICLES			
MASTIC REMOVER	\$9/gal			GENERATOR	\$50/day		
SCRATCH PADS	\$.50/ea			Scissor Lift	\$100/day	1	100.00
WIRE BRUSHES	\$2/ea						
WARNING SIGNS				Lighting	\$10/day		
BARRIER TAPE				<b>MISCELLANEOUS RATES</b>			
Beaucoop Disinfectant	\$50/gal	1	50.00	DISPOSAL	\$25/yd		
<b>Rags</b>	<b>\$2/lb</b>	<b>25</b>	<b>50.00</b>	NOTIFICATION FEE	\$100		
Fosters 40-20				AIR SAMPLES	\$20/ea		
				MOBILIZATION	\$250/mob		
Foster 40-80 disinfectant				Lodging/Meals	\$60/md	16	960.00
<b>Foster 40-20 sealer</b>	<b>\$40/gal</b>	<b>125</b>	<b>5,000</b>				
<b>COLUMN 1 SUBTOTAL</b>		<b>5,557.00</b>		<b>COLUMN 1 SUBTOTAL</b>			<b>5,557.00</b>
Contractor Representative				<b>COLUMN 2 SUBTOTAL</b>			<b>7,627.00</b>
Date:				<b>COLUMN 1 + 2 SUBTOTAL</b>			<b>13,184.00</b>
Owner Representative				<b>x 7.5% (INSURANCE)</b>			<b>988.00</b>
Date:				<b>GRAND TOTAL</b>			<b>\$14,172.00</b>

# Duane Morris

FIRM and AFFILIATE OFFICES

NEW YORK  
LONDON  
CHICAGO  
HOUSTON  
PHILADELPHIA  
SAN DIEGO  
SAN FRANCISCO  
BOSTON  
WASHINGTON, DC  
ATLANTA  
MIAMI  
PITTSBURGH  
NEWARK  
ALLENTOWN  
WILMINGTON  
HARRISBURG  
PRINCETON  
WESTCHESTER

August 9, 2005

ANDREW BUFFENBARGER  
ADMINISTRATOR  
CHAMPAIGN COUNTY NURSING HOME  
1701 EAST MAIN STREET  
URBANA, IL 61801

MOLD REMEDIATION

File# E1005-00003

Invoice# 1113580

IRS# 23-1392502

FOR PROFESSIONAL SERVICES RECORDED  
THROUGH 07/31/2005 IN CONNECTION  
WITH THE ABOVE-CAPTIONED MATTER.

\$16,514.00

DISBURSEMENTS

LEXIS LEGAL RESEARCH	462.00	
PRINTING & DUPLICATING	11.00	
TELECOPY	7.60	
TOTAL DISBURSEMENTS		<u>\$480.60</u>
BALANCE DUE THIS INVOICE		\$16,994.60
PREVIOUS BALANCE		<u>\$24,386.70</u>
TOTAL BALANCE DUE		<u>\$41,381.30</u>

File # E1005-00003  
 MOLD REMEDIATION

INVOICE # 1113580

DATE	ID #	TIMEKEEPER	HOURS
7/1/2005	03600	L SELANDER	1.50
		TELEPHONE CALLS WITH OTTO BAUM RE POSSIBLE INVESTIGATION BY THEIR EXPERT; CONFERENCE WITH MR. BILLIMORIA RE ACTIONS	
7/1/2005	02190	NM BILIMORIA	1.10
		TELEPHONE CALL FROM MR. SELANDER RE: CORRESPONDENCE WITH OTTO BAUM RE: STATUS OF POSSIBLE MOLD EXPERT VISIT; TELEPHONE CALL TO OTTO BAUM RE: SAME AND SCHEDULING OF VISIT; TELEPHONE CALL TO CLIENT RE: SAME; DRAFT CORRESPONDENCE TO CLIENT AND REVIEW OF EXPERT CREDENTIALS RE: MOLD ISSUES; TELEPHONE CALL TO MR. SELANDER AND CLIENT RE: SAME	
7/5/2005	03600	L SELANDER	1.20
		TELEPHONE CALLS RE EXPERT; REVIEW OTTO BAUM, KF AND INSURANCE ISSUES	
7/6/2005	02190	NM BILIMORIA	0.50
		TELEPHONE CONFERENCE WITH MR. SELANDER AND TELEPHONE CONFERENCE WITH CLIENT RE: STATUS OF MOLD REMEDIATION EXPERT AND MEETING WITH OPPOSING PARTY; DISCUSSION OF STRATEGY FOR SAME	
7/7/2005	03600	L SELANDER	0.50
		VARIOUS TELEPHONE CALLS	
7/7/2005	02190	NM BILIMORIA	3.30
		TELEPHONE CALL TO CLIENT MOLD EXPERT RE: DISCUSSION OF NEW TECHNOLOGY FOR MOLD TESTING; DRAFT CORRESPONDENCE TO CLIENT RE: FOLLOW UP; TELEPHONE CALLS TO ADDITIONAL MOLD EXPERTS AND DISCUSSION OF QUALIFICATIONS OF EXPERTS; DRAFT CORRESPONDENCE TO CLIENT AND MR. SELANDER RE: SAME; TELEPHONE CALL TO ADDITIONAL MOLD EXPERT RE: BACKGROUND ON PROJECT AND IMMEDIACY OF REVIEW	
7/8/2005	02190	NM BILIMORIA	2.90
		TELEPHONE CALL TO EXPERT RE: STATUS AND POSSIBLE VISIT TO FACILITY SITE FOR INSPECTION; REVIEW OF FILE AND PREPARATION OF CORRESPONDENCE TO EXPERT RE: PREVIOUS EXPERT REPORTS AND FINDINGS; REVIEW OF TEST RESULTS; DRAFT CORRESPONDENCE TO EXPERT WITH EXPLANATION OF STATUS ON PROJECT; TELEPHONE CONFERENCE WITH CLIENT AND EXPERT RE: MEETING AT SITE AND BACKGROUND RE: MOLD ISSUES GENERALLY IN PREPARATION FOR EXPERT VISIT	
7/12/2005	02190	NM BILIMORIA	0.60
		REVIEW CORRESPONDENCE FROM MOLD EXPERT; REVIEW REPORT OF ALLIANCE ON BEAUCOUP	
7/13/2005	02190	NM BILIMORIA	1.20
		MEETING WITH MR. SELANDER RE: STATUS; REVIEW CORRESPONDENCE FROM EXPERT RE: INVESTIGATION OF MOLD; REVIEW CORRESPONDENCE FROM STATE'S ATTORNEY AND DRAFT CORRESPONDENCE TO STATE'S ATTORNEY RE: STATUS	

File # E1005-00003  
 MOLD REMEDIATION

INVOICE # 1113580

DATE	ID #	TIMEKEEPER	HOURS
7/18/2005	03600	L SELANDER	1.00
		VARIOUS CALLS AND CONFERENCES RE MOLD ISSUES	
7/18/2005	02190	NM BILIMORIA	0.90
		TELEPHONE CALL FROM CLIENT RE: ISSUES RE: MOLD REMEDIATION AND DISCUSSION OF POSSIBLE REVIEW BY CONSULTANT; DISCUSSION OF STRATEGY RE: SAME	
7/19/2005	02190	NM BILIMORIA	0.50
		TELEPHONE CALL FROM EXPERT AND DISCUSSION OF STATUS ON REVIEW OF PROJECT	
7/20/2005	03600	L SELANDER	2.20
		TELEPHONE CALLS RE MOLD ISSUES; REVIEW NEW DOCUMENTS ON MOLD REMEDIATION	
7/20/2005	02190	NM BILIMORIA	1.80
		MEETING WITH MR. SELANDER RE: STATUS AND DISCUSSION OF STRATEGY RE: DISCUSSION WITH EXPERT; DISCUSSION OF ISSUE RE: DISCLOSURE OF INFORMATION; MEETING WITH MS. BRAUN RE: RESEARCH RE: DIRECTOR DISCLOSURE; MEETING WITH MS. BRAUN RE: SAME; TELEPHONE CALL TO EXPERT RE: SCHEDULE OF MEETING; DISCUSSION OF SALIENT FACTS; TELEPHONE CALL TO CLIENT RE: SAME; TELEPHONE CALL TO MR. SELANDER RE: SAME	
7/20/2005	03106	MJ BRAUN-PRITZKER	1.40
		RESEARCH RE: RIGHTS AND RESPONSIBILITIES OF COUNTY BOARD MEMBER	
7/21/2005	03600	L SELANDER	2.20
		CONFERENCE CALL WITH NEW EXPERT AND PREPARATION THEREFORE; REVIEWING NEW MATERIALS	
7/21/2005	02160	NJ LYNN	0.60
		CONFERENCE WITH MR. BILIMORIA ET AL RE ONGOING MOLD REMEDIATION EFFORTS AND EXPERT'S PRELIMINARY REVIEW RE SAME	
7/21/2005	02190	NM BILIMORIA	3.80
		MEETING WITH MR. SELANDER AND MR. LYNN RE: STATUS AND PRELIMINARY FINDINGS OF EXPERT; DISCUSSION OF STRATEGY; TELEPHONE CONFERENCE WITH MR. SELANDER, CLIENT, AND EXPERT RE: PRELIMINARY FINDINGS; DISCUSSION OF STRATEGY RE: SAME; MEETING WITH MR. SELANDER RE: FOLLOW UP	
7/22/2005	03600	L SELANDER	0.60
		VARIOUS TELEPHONE CALLS AND CONFERENCES RE STRATEGY	
7/22/2005	02160	NJ LYNN	0.40
		CONFERENCE WITH MR. BILIMORIA RE RESULTS RE TELEPHONE CONFERENCE CALL WITH MS. RATERMAN, ALLIANCE ISSUES AND POSSIBLE OPTIONS RE FAILED MOLD REMEDIATION	
7/22/2005	02190	NM BILIMORIA	1.90
		TELEPHONE CALL FROM EXPERT RE: ALTERNATIVE SOLUTIONS; TELEPHONE CALL TO MR. SELANDER RE: SAME; TELEPHONE CONFERENCE WITH MR. SELANDER AND CLIENT RE: RESPONSE TO PREVIOUS EXPERT AND DISCUSSION OF STRATEGY	
7/25/2005	03600	L SELANDER	1.80
		TELEPHONE CALLS AND CONFERENCES RE CURE FOR MOLD PROBLEM	
7/25/2005	02160	NJ LYNN	0.20
		CONFERENCE WITH MR. BILIMORIA RE STATUS RE WALLACE REMEDIATION EFFORTS	

File # E1005-00003  
MOLD REMEDIATION

INVOICE # 1113580

<u>DATE</u>	<u>ID #</u>	<u>TIMEKEEPER</u>		<u>HOURS</u>
7/25/2005	02190	NM BILIMORIA	TELEPHONE CALL TO MR. SELANDER RE: STRATEGY FOR FOLLOW UP WITH EXPERT AND CLIENT; TELEPHONE CONFERENCE WITH MR. SELANDER AND CLIENT RE: STATUS AND DISCUSSIONS WITH EXPERT RE: MOLD REMEDIATION; TELEPHONE CALL FROM EXPERT RE: STATUS; MEETING WITH MR. SELANDER RE: STRATEGY AND REPORT FROM CONTRACTOR	1.20
7/26/2005	03600	L SELANDER	TELEPHONE CALLS WITH NEW EXPERT RE TECHNICAL ISSUES; TELEPHONE CALLS WITH CLIENT; STRATEGY DISCUSSIONS	2.30
7/28/2005	03600	L SELANDER	CALLS AND CONFERENCES RE REMEDIATION; REVIEWING OSHA DOCUMENTS	1.20
7/28/2005	02190	NM BILIMORIA	MEETING WITH MR. SELANDER RE: STATUS AND NEED FOR OTTO BAUM REPORT ON MOLD; TELEPHONE CONFERENCE WITH CLIENT RE: MOLD REMEDIATION EFFORTS AND DISCUSSION OF SAME	1.40
7/29/2005	03600	L SELANDER	TELEPHONE CALLS AND CONFERENCES RE FIXING PROBLEM; CONSIDERING STRATEGY	1.90
7/29/2005	02190	NM BILIMORIA	TELEPHONE CALL FROM MR. SELANDER RE: STATUS ON EXPERT REPORT FROM OTTO BAUM; REVIEW CORRESPONDENCE FROM MR. SELANDER RE: SAME; TELEPHONE CONFERENCE WITH MR. SELANDER AND CLIENT RE: VARIOUS ISSUES RE: REPORTS AND STATUS; REVIEW CORRESPONDENCE FROM CLIENT AND PREPARATION OF MATERIALS FOR REVIEW BY BOARD AT REQUEST OF CLIENT; TELEPHONE CALL FROM CLIENT ASSISTANT RE: STATUS OF EXPERT REPORT; TELEPHONE CALL TO ALLIANCE RE: SAME; TELEPHONE CALL TO MR. SELANDER RE: STATUS	2.80
TOTAL SERVICES				42.90

File # E1005-00003  
MOLD REMEDIATION

INVOICE # 1113580

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>AMOUNT</u>
7/20/2005	LEXIS LEGAL RESEARCH BRAUN-PRITZKER, MICHELE	27.00
7/20/2005	LEXIS LEGAL RESEARCH BRAUN-PRITZKER, MICHELE	435.00
	Total:	<u>\$462.00</u>
7/31/2005	TELECOPY	7.60
	Total:	<u>\$7.60</u>
7/31/2005	PRINTING & DUPLICATING	11.00
	Total:	<u>\$11.00</u>
	TOTAL DISBURSEMENTS	<u>\$480.60</u>

Duane Morris  
August 9, 2005  
Page 6

File # E1005-00003  
MOLD REMEDIATION

INVOICE # 1113580

**TIMEKEEPER**

<u>NO.</u>	<u>NAME</u>	<u>HOURS</u>
02160	NJ LYNN	1.20
02190	NM BILIMORIA	23.90
03600	L SELANDER	16.40
03106	MJ BRAUN- PRITZKER	1.40
		<hr/> 42.90

# DuaneMorris

FIRM and AFFILIATE OFFICES

PLEASE REMIT PAYMENT TO:  
DUANE MORRIS LLP  
ATTN: PAYMENT PROCESSING  
ONE LIBERTY PLACE  
PHILADELPHIA, PA 19103-7396

NEW YORK  
LONDON  
CHICAGO  
HOUSTON  
PHILADELPHIA  
SAN DIEGO  
SAN FRANCISCO  
BOSTON  
WASHINGTON, DC  
ATLANTA  
MIAMI  
PITTSBURGH  
NEWARK  
ALLENTOWN  
WILMINGTON  
HARRISBURG  
PRINCETON  
WESTCHESTER

August 9, 2005

ANDREW BUFFENBARGER  
ADMINISTRATOR  
CHAMPAIGN COUNTY NURSING HOME  
1701 EAST MAIN STREET  
URBANA, IL 61801

MOLD REMEDIATION

FILE # E1005-00003

INVOICE # 1113580

IRS # 23-1392502

CURRENT INVOICE

\$16,994.60

PRIOR BALANCE DUE

BILL DATE	BILL/REF NO.	BILL AMOUNT	CREDITS	A/R BALANCE
7/26/05	1107660	\$24,386.70	\$0.00	\$24,386.70
				\$24,386.70
<b>TOTAL BALANCE DUE</b>				<b>\$41,381.30</b>

Wire payments to:  
Bank Name: Wachovia Bank, NA  
Swift Code: PNBPU33  
Account No. 210000513000  
ABA Number 031201467

Bank Address is:  
Wachovia Bank, NA  
123 South Broad St.  
Philadelphia, PA

Please reference the File Number  
and Invoice Number in the  
REMARK section.

AMOUNTS INCLUDED FOR DISBURSEMENTS INCLUDE EXPENSES RECEIVED AND RECORDED THROUGH THE END OF THE INVOICE PERIOD. THERE MAY BE ADDITIONAL EXPENSES RECEIVED AND DISBURSEMENTS INVOICED IN THE FUTURE. AS PER THE TERMS OF OUR ENGAGEMENT, PAYMENT IS DUE IN U.S. DOLLARS WITHIN 30 DAYS OF THE DATE OF THIS INVOICE. AFTER 30 DAYS A LATE FEE OF 1% PER MONTH (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) MAY BE CHARGED.

NEW YORK  
LONDON  
CHICAGO  
HOUSTON  
PHILADELPHIA  
SAN DIEGO  
SAN FRANCISCO  
BOSTON  
WASHINGTON, DC  
ATLANTA  
MIAMI  
PITTSBURGH  
NEWARK  
ALLENTOWN  
WILMINGTON  
HARRISBURG  
PRINCETON  
WESTCHESTER

September 13, 2005

ANDREW BUFFENBARGER  
ADMINISTRATOR  
CHAMPAIGN COUNTY NURSING HOME  
1701 EAST MAIN STREET  
URBANA, IL 61801

**MOLD REMEDIATION**

File# E1005-00003

Invoice# 1117985

IRS# 23-1392502

FOR PROFESSIONAL SERVICES RECORDED  
THROUGH 08/31/2005 IN CONNECTION  
WITH THE ABOVE-CAPTIONED MATTER.

\$28,399.00

DISBURSEMENTS		
MESSENGER SERVICE	24.10	
OVERNIGHT MAIL	20.66	
PRINTING & DUPLICATING	152.00	
TELECOPY	16.15	
TOTAL DISBURSEMENTS		<u>\$212.91</u>
BALANCE DUE THIS INVOICE		\$28,611.91
PREVIOUS BALANCE		<u>\$41,381.30</u>
TOTAL BALANCE DUE		<u>\$69,993.21</u>

File # E1005-00003  
 MOLD REMEDIATION

INVOICE # 1117985

DATE	ID #	TIMEKEEPER	HOURS
8/1/2005	03600L	SELANDER	0.90
		TELEPHONE CALLS RE MOLD PROBLEM; OFFICE STRATEGY DISCUSSIONS	
8/1/2005	02190NM	BILIMORIA	0.80
		TELEPHONE CALL TO CLIENT RE: STATUS; DRAFT CORRESPONDENCE TO EXPERT RE: EPA INFORMATION; FOLLOW UP WITH MR. SELANDER RE: SAME	
8/2/2005	03600L	SELANDER	1.10
		VARIOUS CALLS AND CONFERENCES ON MOLD ISSUES	
8/2/2005	02160NJ	LYNN	0.20
		REVIEW BEAUCOUP MATERIALS	
8/2/2005	02190NM	BILIMORIA	1.20
		MEETING WITH MR. SELANDER RE: STATUS ON EXPERT FROM OTTO BAUM AND REVIEW OF CORRESPONDENCE FROM EXPERT RE: EPA INFORMATION; TELEPHONE CALL TO CLIENT RE: STATUS	
8/3/2005	03600L	SELANDER	2.50
		OFFICE CONFERENCE WITH D. INMAN AND MR. WALLACE; STRATEGY CONVERSATIONS; MEETING WITH S. RATERMAN RE MOLD	
8/3/2005	02160NJ	LYNN	0.10
		CONFERENCE WITH MR. BILIMORIA RE MR. WALLACE'S REPORT AND FOLLOW UP	
8/4/2005	03600L	SELANDER	1.90
		MEETINGS IN OFFICE FOLLOWING HEARING; TELEPHONE CALLS WITH OTTO BAUM REPRESENTATIVES AND S. RATERMAN; OFFICE STRATEGY CONFERENCE	
8/4/2005	02160NJ	LYNN	0.20
		CONFERENCE WITH MR. BILIMORIA RE CORRESPONDENCE TO POTENTIAL DEFENDANTS RE IHFPB AGENDA, TIMEFRAMES AND IMMEDIATE RESPONSE	
8/4/2005	02190NM	BILIMORIA	1.20
		MEETING WITH CLIENTS AND MR. SELANDER IN OFFICE RE: STATUS ON REMEDIATION EFFORTS; DISCUSSION OF STRATEGY FOR RESOLVING OPEN ISSUES	
8/5/2005	03600L	SELANDER	0.50
		VARIOUS TELEPHONE CALLS AND CONFERENCES	
8/5/2005	02190NM	BILIMORIA	3.10
		MEETING WITH PROJECT STAFF AT IHFPB MEETING AND DISCUSSION OF LEGAL ISSUES RE: ALTERATION REQUEST; MEETING WITH MR. LYNN RE: SAME; TELEPHONE CALL TO CLIENT RE: SAME; TELEPHONE CALL TO EXPERT RE: STATUS AND SEEK REPORT OF EXPERT RE: SAME; FORWARD OF OTTO BAUM EXPERT REPORT TO CLIENT AND EXPERT; REVIEW OF REPORT WITH MR. SELANDER AND TELEPHONE CONFERENCE WITH CLIENT RE: REPORT OF OTTO BAUM EXPERT RE: MOLD REMEDIATION ISSUES; DRAFT LETTER TO PARTIES RE: MOLD REMEDIATION AND DRAFT REVISIONS TO SAME; MEETING WITH MR. SELANDER RE: SAME AND DRAFT REVISIONS TO SAME; DRAFT CORRESPONDENCE TO CLIENT FOR APPROVAL OF PARTIES' LETTER	
8/7/2005	03600L	SELANDER	0.30
		REVIEW REPORTS	
8/8/2005	03600L	SELANDER	0.70
		VARIOUS TELEPHONE CALLS AND CONFERENCES	

File # E1005-00003  
 MOLD REMEDIATION

INVOICE # 1117985

DATE	ID #	TIMEKEEPER		HOURS
8/8/2005	02190	NM BILIMORIA	TELEPHONE CALL FROM MR. SELANDER RE: RESULTS OF REPORT OF EXPERT RE: EFFICACY STUDIES; TELEPHONE CALL TO EXPERT RE: INPUT ON OTTO BAUM EXPERT AND IMPRESSIONS OF SAME; TELEPHONE CALL TO CLIENT RE: STATUS AND LETTER TO OPPOSING PARTIES RE: SETTLEMENT IN LIGHT OF IHFPB MEETING; PRELIMINARY REVIEW OF EXPERT REPORT RECEIVED ON EFFICACY STUDIES; DRAFT CORRESPONDENCE TO CLIENT RE: SAME; TELEPHONE CONFERENCE WITH EXPERT RE: REVIEW OF DATA AND DISCUSSION OF SCHEDULING FOR DISCUSSION OF SAME; DRAFT REVISIONS TO LETTER TO PARTIES RE: SETTLEMENT; TELEPHONE CONFERENCE WITH CLIENT RE: STATUS AND POSSIBLE MEETING; DISCUSSION OF EFFICACY REPORT OF EXPERT	2.10
8/9/2005	03600	L SELANDER	TELEPHONE CALLS RE MOLD ISSUES	1.50
8/9/2005	02190	NM BILIMORIA	RECEIPT OF ADDITIONAL CORRESPONDENCE FROM EXPERT RE: EFFICACY DATA; FORWARD OF SAME TO EXPERT AND DISCUSSION OF SAME WITH MR. SELANDER; DRAFT CORRESPONDENCE TO CLIENT RE: SAME; TELEPHONE CALL TO EXPERT RE: REVIEW OF SAME	1.30
8/11/2005	02190	NM BILIMORIA	TELEPHONE CONFERENCE WITH MR. SELANDER AND EXPERT RE: STATUS OF REVIEW RE: NEW REPORTS ON REMEDIATION; TELEPHONE CONFERENCE WITH MR. SELANDER RE: SCHEDULING OF TIME TO VISIT FACILITY AND EXPERTS; TELEPHONE CONFERENCE WITH MR. SELANDER AND CLIENT RE: STATUS; TELEPHONE CONFERENCE WITH MR. SELANDER, CLIENT, AND EXPERT RE: REMEDIATION ISSUES AND RECENT REPORT OF EXPERT; TELEPHONE CALL TO IHFPB RE: REMEDIATION EFFORTS PER REQUEST OF CLIENT	3.30
8/12/2005	03600	L SELANDER	TELEPHONE CALLS RE EXPERT REPORTS; CONSIDER STRATEGY RE REMEDIATION	0.90
8/16/2005	03600	L SELANDER	MEETINGS IN CHAMPAIGN RE MOLD ISSUES AND RELATED PREPARATION; CONSIDER STRATEGY	8.00
8/16/2005	02190	NM BILIMORIA	MEETING WITH CLIENTS AND CONTRACTORS AND OTHER PARTIES IN CHAMPAIGN, ILLINOIS; DISCUSSION OF STRATEGY AND TELEPHONE CONFERENCE WITH EXPERT RE: SAME	10.00
8/17/2005	03600	L SELANDER	CONFERENCE CALL AND STRATEGY MEETINGS RE MOLD ISSUES	1.50

File # E1005-00003  
 MOLD REMEDIATION

INVOICE # 1117985

DATE	ID #	TIMEKEEPER		HOURS
8/17/2005	02190	NM BILIMORIA	TELEPHONE CONFERENCE WITH CLIENTS AND MR. SELANDER RE: ALLIANCE AND DISCUSSION OF REMEDIATION; TELEPHONE CALL TO EXPERT RE: SAME; TELEPHONE CALL FROM EXPERT RE: REACTION TO ALLIANCE AND ADDITIONAL INFORMATION FOR REMEDIATION; RESEARCH CONCERNING EPA ISSUES RE: COMPLIANCE; MEETING WITH MR. SELANDER RE: SAME; DRAFT CORRESPONDENCE TO CLIENTS RE: ADDITIONAL FEEDBACK FROM EXPERT	3.30
8/18/2005	03600	L SELANDER	TELEPHONE CALLS AND OFFICE CONFERENCES RE STRATEGY FOR MOLD REMOVAL; TELEPHONE CALLS WITH OTTO BAUM REPRESENTATIVE	1.00
8/18/2005	02190	NM BILIMORIA	TELEPHONE CONFERENCE WITH MR. SELANDER RE: STATUS AND FOLLOW UP WITH EXPERT AFTER MEETING WITH ALLIANCE; REVIEW CORRESPONDENCE FROM CLIENT RE: STATUS ON PROJECT AND REMEDIATION; TELEPHONE CALL FROM EXPERT RE: ISSUES FOR DISCUSSION AND REMEDIATION; TELEPHONE CONFERENCE WITH MR. SELANDER, CLIENT AND EXPERT RE: SAME; TELEPHONE CONFERENCE WITH MR. SELANDER AND CLIENT RE: FOLLOW UP AND STATUS; TELEPHONE CALL TO CLIENT RE: ISSUES RE: DRYWALL; DRAFT CORRESPONDENCE TO MR. SELANDER RE: COMPLIANCE AND SAME; COORDINATION OF ISSUES WITH EXPERT RE: STATUS	3.30
8/19/2005	03600	L SELANDER	TELEPHONE CALLS WITH OTTO BAUM AND S. RATERMAN; SEVERAL CONFERENCE CALLS RE MOLD ISSUE	1.60
8/19/2005	02190	NM BILIMORIA	REVIEW OF CORRESPONDENCE FROM OTTO BAUM AND RESPONSE OF MR. SELANDER; REVIEW CORRESPONDENCE FROM ALLIANCE RE: REMEDIATION	1.10
8/20/2005	03600	L SELANDER	REVIEW DOCUMENTS	0.50
8/22/2005	03600	L SELANDER	VARIOUS TELEPHONE CALLS AND CONFERENCES	0.80
8/22/2005	02160	NJ LYNN	CONFERENCE WITH MR. BILIMORIA RE CHANGE RE MOLD REMEDIATION EFFORTS/PROCEDURES, FOLLOW UP WITH MR. WALGREN RE STATUS REPORT RE SAME AND POSSIBLE MEETING WITH MR. EUNUNE RE SAME AND IDPH LICENSURE SURVEY	0.40
8/23/2005	03600	L SELANDER	TELEPHONE CALLS WITH OTTO BAUM REPRESENTATIVES; CONFERENCE WITH S. RATERMAN; CONSIDERING STRATEGY	1.90
8/23/2005	02190	NM BILIMORIA	TELEPHONE CONFERENCE WITH MR. SELANDER AND EXPERT RE: MOLD REMEDIATION EFFORTS AND STATUS; DISCUSSION OF ISSUES FOR REMEDIATION AND COORDINATION OF EFFORTS RE: SAME WITH CONTRACTORS	1.20

File # E1005-00003  
 MOLD REMEDIATION

INVOICE # 1117985

DATE	ID #	TIMEKEEPER		HOURS
8/24/2005	03600	L SELANDER	CONFERENCE CALL WITH MR. BILIMORIA AND MR. INMAN RE VARIOUS MOLD RELATED ISSUES; TELEPHONE CALLS WITH OTTO BAUM REPRESENTATIVE; TELEPHONE CALL WITH S. RATERMAN	0.90
8/24/2005	02190	NM BILIMORIA	TELEPHONE CONFERENCE WITH MR. SELANDER AND CLIENT RE: STATUS OF MOLD REMEDIATION AND ACTION STEPS TO COMPLETION OF SAME; DISCUSSION OF STATUS AND POSSIBLE STRATEGY FOR BUDGETING IN LINE WITH POSSIBLE ADDITIONAL ALTERATION REQUEST	0.80
8/25/2005	03600	L SELANDER	CONFERENCE WITH MR. BILIMORIA RE STRATEGY ON MOLD ISSUES; REVIEW ADDITIONAL DOCUMENTS	1.40
8/25/2005	02190	NM BILIMORIA	MEETING WITH MR. SELANDER RE: STATUS AND INFORMATION FROM IDPH RE: LIFE SAFETY CODE AND HEALTH SURVEYOR REVIEW OF MOLD REMEDIATION; TELEPHONE CONFERENCE WITH MR. SELANDER AND MR. INMAN RE: STATUS	0.90
8/26/2005	03600	L SELANDER	STRATEGY MEETING; TELEPHONE CALL WITH S. RATERMAN; TELEPHONE CALL WITH OTTO BAUM REPRESENTATIVE	1.30
8/27/2005	03600	L SELANDER	REVIEW MEMOS RE IDPH	0.30
8/29/2005	03600	L SELANDER	REVIEW MEMOS RE IDPH; OFFICE CONFERENCES RE STRATEGY ON MOLD ISSUES	1.30
8/29/2005	02160	NJ LYNN	REVIEW MR. BILIMORIA'S E-MAIL RE STATUS RE MEETINGS WITH IDPH; CONFERENCE WITH MR. BILIMORIA RE SAME, MEETING WITH MR. JONTRY RE IDPH STANDARDS RE FUTURE PROBATIONARY LICENSURE SURVEY, AND POSSIBLE MEETING WITH MR. UHLIG (RHO) RE SAME	0.30
8/29/2005	02190	NM BILIMORIA	TELEPHONE CONFERENCE WITH CLIENT AND EXPERT RE: STATUS AND POSSIBLE IDPH MEETING; MEETING WITH MR. LYNN RE: STATUS AND DISCUSSION OF MEETING WITH IDPH; TELEPHONE CALL TO IDPH RE: SCHEDULING OF SAME; DRAFT REVISIONS TO MEMO TO FILE AND DRAFT CORRESPONDENCE TO CLIENT RE: SAME; TELEPHONE CALL TO MR. SELANDER RE: SAME; TELEPHONE CALL TO CLIENT RE: ADDITIONAL INFORMATION AND POSSIBLE IDPH MEETING RE: MOLD REMEDIATION EFFORTS	1.90
8/30/2005	03600	L SELANDER	REVIEW MATERIALS FROM S. RATEMAN; STRATEGY CONFERENCE RE MOLD	0.90
8/31/2005	03600	L SELANDER	CONFERENCE WITH MR. BILIMORIA RE STRATEGY; CONFERENCE WITH S. RATEMAN	0.70
8/31/2005	02160	NJ LYNN	CONFERENCE WITH MR. BILIMORIA RE STATUS RE MEETING WITH MR. JONTRY RE MOLD REMEDIATION EFFORTS	0.10

Duane Morris  
September 13, 2005  
Page 6

File # E1005-00003  
MOLD REMEDIATION

INVOICE # 1117985

<u>DATE</u>	<u>ID #</u>	<u>TIMEKEEPER</u>		<u>HOURS</u>
8/31/2005	02190	NM BILIMORIA	TELEPHONE CALL FROM EXPERT RE: STATUS AND NEED FOR INFORMATION REGARDING SPECIFICATIONS FOR BID PROCESS; TELEPHONE CONFERENCE WITH CLIENT RE: SAME; TELEPHONE CALL FROM EXPERT RE: ISSUES RELATING TO DELIVERED MATERIALS AT SITE; TELEPHONE CALL TO CLIENT RE: SAME; TELEPHONE CALL TO CONTRACTOR AND CONTRACTOR RISK MANAGER RE: SAME; TELEPHONE CALL TO CLIENT RE: NEGOTIATION OF MATERIAL MOLD ISSUES AND REMEDIATION POSSIBILITIES; TELEPHONE CONFERENCE WITH EXPERT RE: SAME; TELEPHONE CALL TO MR. SELANDER RE: STATUS	3.10
TOTAL SERVICES				<u>72.30</u>

File # E1005-00003  
MOLD REMEDIATION

INVOICE # 1117985

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>AMOUNT</u>
8/8/2005	OVERNIGHT MAIL PACKAGE SENT TO DENNY INMAN AT CHAMPAIGN COUNTY - URBANA, IL FROM NEVILLE BILIMORIA AT DUANE MORRIS LLP - CHICAGO, IL (TRACKING #790603996964)	10.91
8/9/2005	OVERNIGHT MAIL PACKAGE SENT TO DENNY INMAN AT CHAMPAIGN COUNTY - URBANA, IL FROM NEVILLE BILIMORIA AT DUANE MORRIS LLP - CHICAGO, IL (TRACKING #790604954530)	9.75
		Total: <u>20.66</u>
8/31/2005	MESSENGER SERVICE	24.10
		Total: <u>\$24.10</u>
8/31/2005	TELECOPY	16.15
		Total: <u>\$16.15</u>
8/31/2005	PRINTING & DUPLICATING	152.00
		Total: <u>\$152.00</u>
	TOTAL DISBURSEMENTS	<u>\$212.91</u>

Duane Morris  
September 13, 2005  
Page 8

File # E1005-00003  
MOLD REMEDIATION

INVOICE # 1117985

**TIMEKEEPER**

<u>NO.</u>	<u>NAME</u>	<u>CLASS</u>	<u>HOURS</u>	<u>RATE</u>	<u>VALUE</u>
03600	L SELANDER	PARTNER	32.40	455.00	14,742.00
02160	NJ LYNN	PARTNER	1.30	410.00	533.00
02190	NM BILIMORIA	PARTNER	38.60	340.00	13,124.00
			72.30		\$28,399.00

# Duane Morris

FIRM and AFFILIATE OFFICES

PLEASE REMIT PAYMENT TO:  
DUANE MORRIS LLP  
ATTN: PAYMENT PROCESSING  
30 SOUTH 17TH STREET  
PHILADELPHIA, PA 19103-4196

NEW YORK  
LONDON  
CHICAGO  
HOUSTON  
PHILADELPHIA  
SAN DIEGO  
SAN FRANCISCO  
BOSTON  
WASHINGTON, DC  
ATLANTA  
MIAMI  
PITTSBURGH  
NEWARK  
ALLENTOWN  
WILMINGTON  
HARRISBURG  
PRINCETON  
WESTCHESTER

September 13, 2005

ANDREW BUFFENBARGER  
ADMINISTRATOR  
CHAMPAIGN COUNTY NURSING HOME  
1701 EAST MAIN STREET  
URBANA, IL 61801

MOLD REMEDIATION

FILE # E1005-00003

INVOICE # 1117985

IRS # 23-1392502

CURRENT INVOICE

\$28,611.91

PRIOR BALANCE DUE

BILL DATE	BILL/REF NO.	BILL AMOUNT	CREDITS	A/R BALANCE
7/26/05	1107660	\$24,386.70	\$0.00	\$24,386.70
8/9/05	1113580	\$16,994.60	\$0.00	\$16,994.60
TOTAL BALANCE DUE				\$41,381.30
				<u>\$69,993.21</u>

**Wire payments to:**

Bank Name: Wachovia Bank, NA  
Swift Code: PNBUS33  
Account No. 2100000513000  
ABA Number 031201467

**Bank Address is:**

Wachovia Bank, NA  
123 South Broad St.  
Philadelphia, PA

Please reference the File Number  
and Invoice Number in the  
REMARK section.

AMOUNTS INCLUDED FOR DISBURSEMENTS INCLUDE EXPENSES RECEIVED AND RECORDED THROUGH THE END OF THE INVOICE PERIOD. THERE MAY BE ADDITIONAL EXPENSES RECEIVED AND DISBURSEMENTS INVOICED IN THE FUTURE. AS PER THE TERMS OF OUR ENGAGEMENT, PAYMENT IS DUE IN U.S. DOLLARS WITHIN 30 DAYS OF THE DATE OF THIS INVOICE. AFTER 30 DAYS A LATE FEE OF 1% PER MONTH (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) MAY BE CHARGED.

**AGREEMENT BETWEEN COUNTY OF CHAMPAIGN  
AND LUSE COMPANIES  
FOR MICROBIAL REMEDIATION SERVICES**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between the County of Champaign (hereinafter referred to as "County") and the Luse Companies (hereinafter referred to as the "Contractor") for microbial remediation services to be conducted at the Champaign County Nursing Home, 500 South Art Bartell Road, 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**

**Contract Documents**

1.1 The Contract Documents consist of this Agreement, the document entitled "The General Terms and Conditions," and any modifications entered into by the parties after the execution of this Agreement, including, but not limited to, any supplemental Terms and Conditions. All of these documents are considered by the parties to be a part of this Agreement.

1.2 The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the County and the contractor.

**SECTION TWO**

**SERVICE TO BE PERFORMED**

2.1 The service to be performed by Contractor for the County is the work more fully described in the following documents, which are made a part of this Agreement:

a. Project Manual for Microbial Remediation dated August 30, 2005 and prepared by the Raterman Group, Ltd.

b. Proposal 2005-015 entitled "Microbial Remediation at Champaign County Nursing Home" Bid Specifications & Summary Sheet:

- i. Original Response
- ii. Amended Response
- iii. Exceptions to Specifications
- iv. Insurance Documents

- v. Work Plan
- vi. Project Schedule

c. The service to be performed includes the provision by the Contractor of all labor, materials, equipment, environmental consultants, and other personnel necessary for the Contractor to fulfill its obligations pursuant to this Agreement and the documents attached to this Agreement, including, but not limited to, the following: (1) Attendance at progress meetings and conferences; (2) Daily reporting within the Decontamination Unit; (3) Provision of temporary enclosures/containments in the affected work areas; (4) Decontamination of the work area after demolition and mold remediation; (5) Cleaning; (6) Visual inspections and sampling; (7) Mold remediation as specified in the Raterman Group, Inc. project manual. The Contractor will make every possible effort to hire Champaign County laborers for this project.

2.2 In the event the services to be performed include or require the disposal or transportation of any material or substances, the County shall select the location to which such material or substances should be disposed of or transported. If any disposal or transportation taking place in connection with the Contractor's service performance requires the use of manifests, the County shall sign all such manifests as the generator of the material or substance being disposed of or transported. If asbestos containing materials are being disposed of, the Contractor shall select the disposal site.

### **SECTION THREE**

#### **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The Date of Commencement shall be the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of the Agreement as first written above, unless a different date is fixed in a notice to proceed issued by the County.

3.2 The Contractor shall achieve Substantial Completion of the entire Services to be Performed no later than November 30, 2005, subject to adjustments of the Contract Time as provided in the Contract Documents.

### **SECTION FOUR**

#### **CONTRACT SUM**

4.1 The County shall pay the Contractor the sum of \$231,000 for the Services to be Performed as outlined in this Agreement, subject to additions and deductions as provided in the Contract Documents.

4.2 Any additional work outside of the scope of this Agreement to be performed by the Contractor shall be authorized only upon the submission of a written change order submitted by the County to the Contractor, with the said work to be completed on a time and material basis.

4.3 The County and the Contractor acknowledge that this Agreement is a prevailing wage project.

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

CHAMPAIGN COUNTY, ILLINOIS

LUSE COMPANIES

---

BARBARA J. WYSOCKI  
Chair of the Champaign County Board

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

## **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions, including any Supplemental Terms and Conditions which are or may become applicable to the Work described in the Agreement between the Luse Companies (hereinafter known as "Contractor") and the County of Champaign, Illinois (hereinafter known as "County") are incorporated by reference into the foregoing Agreement and shall, if said Agreement is accepted by the County, be part of the Agreement under which the Work is to be performed by the Contractor for the County.

### **SECTION ONE: SCOPE OF WORK**

A. It is understood that the scope of the Work and time schedules set forth in the Agreement are based on the information provided by the County. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the County, or if the County directs the Contractor to change the original scope of the work established by the Agreement, a written change order on a time and material basis shall be executed by the County and the Contractor as soon as practicable.

B. The Contractor shall perform all services which are reasonably necessary and appropriate for the effective and prompt performance of the Work under the 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, including these General Terms and Conditions, any Supplemental Terms and Conditions incorporated herein, and any written amendments as referenced above. The Contractor shall invoice its costs, and the County shall provide payment for all services provided in accordance with Section 3 below.

### **SECTION TWO: CLIENT DISCLOSURES**

A. It shall be the duty of the County to notify the Contractor of any known or suspected hazardous substance which are or may be related to the services to be provided in performance of the Work. Such hazardous substances shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, underground or above ground storage unit, waste or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. This duty shall also apply to any of the foregoing substances which the Contractor may be provided or obtain or which exist or may exist on or near any premises upon which the Work is to be performed by the Contractor's employees, agents or subcontractors. The County shall notify the Contractor of all such hazardous substances of which it has knowledge or which it reasonably suspects exist upon entering into this Agreement. The Contractor acknowledges that the Owner has disclosed to the Contractor that this project involves mold remediation, and that the County has fully disclosed the location of the mold in this project to the Contractor to the best of the

knowledge of the County. Thereafter, the Contractor is responsible for ascertaining of there are any other hazardous substances or any increased concentration of previously disclosed substances where the increased concentration makes them hazardous.

B. Following any discovery by the Contractor of any other hazardous substances or any increased concentration of previously disclosed substances where the increased concentration makes them hazardous, the Contractor and the County shall adjust the scope of Work, terms and conditions, schedule and fees to take into account the said discovery.

### **SECTION THREE: BILLINGS AND PAYMENTS**

A. The Contractor shall submit invoices monthly for services performed and expenses incurred and not previously billed or included on any preceding invoice. Payment is due upon receipt. For all amounts unpaid after thirty (30) days from the invoice date, as set forth on the Contractor's invoice form, the County agrees to pay the Contractor a finance charge of nine percent (9%) annually.

B. The County shall provide the Contractor with a descriptive written statement within fifteen (15) days after receipt of the invoices of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted.

C. The County has the obligation to pay for the services performed and costs incurred by the Contractor under the Agreement. However, the County shall be entitled to withhold payments due by the County to the Contractor pursuant to this Agreement for any portion of the Contractor's Work not been certified by the on-site environmental representative, or for any portion of the Contractor's the Work not performed within the timetable set forth in this Agreement.

### **SECTION FOUR: RIGHT OF ACCESS**

The County shall provide right of access to its property to the Contractor, its employees, agents and subcontractors as necessary to conduct any and all activities related to the Work. The Contractor shall take reasonable precautions to minimize damage to the County's property in performing the Work. The parties acknowledge that the Contractor has not included in its fee any setoff for the cost of restoration for any damage to the County's property resulting from the performance of the Work.

### **SECTION FIVE: OWNERSHIP OF DOCUMENTS**

All documents, including original boring logs, field data, field notes, laboratory test data, calculations and estimates are and remain the property of the Contractor. The County agrees that all documents furnished to the Contractor not paid for in full will be returned upon demand and will not be used for design, construction, permits or licensing by the Owner or any other party.

## **SECTION SIX: STANDARD OF CARE**

A. The Contractor represents that it will perform the Work under the Agreement in a good and worklike manner. Further, the Contractor shall warranty their Work as certified by the on-site environmental inspector.

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

C. The County understands that unless the source of material (including moisture and water) which caused the mold growth is eliminated, then there exists a strong possibility of mold reoccurrence, and this is not to be considered a reflection on the quality of the work performed by the Contractor. If the Work does not involve the remediation of mold, the Owner understands and agrees that future mold prevention is not part of the scope of work being performed. The County understands that it is its responsibility, along with any building design consultants, to prevent mold from developing by properly designing the building and adhering to a strict discipline of inspecting the maintenance of all system capable of producing mold, including, but not limited to, its roofing, exterior wall systems, HVAC and plumbing.

## **SECTION SEVEN: LIMITATION OF LIABILITY**

A. It is agreed that the County's maximum recovery against the Contractor for the Work performed under this Agreement, whether in contract, tort or otherwise, is that which is covered by the terms of the County's bid in the sum of \$1,000,000 per incident, or the contract sum, whichever is greater. It is expressly agreed that the County's sole and exclusive remedy against the Contractor for the Work performed under the Agreement, whether based on contract, tort or otherwise, is the award of damages not to exceed the stipulated insurance or the amount of the contract sum, whichever is greater.

B. Documents, including, but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations and estimates furnished to the County or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the County or others. Any reuse without the Contractor's written consent will be at the County's sole risk, and without liability or legal exposure to the County or its employees, agents or subcontractors. The County shall indemnify and hold the Contractor and its employees, agents and subcontractors from all claims, damages, lawsuits, and any expenses including attorneys' fees arising out of or resulting therefrom.

C. Under no circumstances shall the Contractor be liable for extra work or other consequences due to changed conditions or for costs related to failure by other contractors or material workers involved in the Work.

D. Under no circumstances shall the Contractor be liable for the development of mold or for the cost to remediate mold on building surfaces subsequent to job

completion. It is the responsibility of the County to inspect and inform the Contractor of areas of concern and to resolve those concerns with the Contractor prior to the acceptance of the Contractor's work.

#### **SECTION EIGHT: LIABILITY INSURANCE**

Contractor represents that it is protected by Workers' Compensation insurance and that the Contractor has coverage under liability insurance policies which the contractor deems reasonable and adequate. The contractor shall furnish certificates of insurance to the County evidencing the risks insured against, and the limits of liability thereunder. The Contractor shall not be responsible for claims, damages, lawsuits and expenses arising out of or resulting from acts and/or omissions of the County, its employees, agents, staff, consultants, contractors or subcontractors employed by it or by any other entity.

#### **SECTION NINE: 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, the General Terms and Conditions, and all documents referenced in Paragraphs One and Two of the Agreement, through no fault of the terminating party. 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 TEN: 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 ELEVEN: 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 TWELVE: 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 THIRTEEN: 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 FOURTEEN: CHOICE OF LAW**

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

## EXECUTIVE SUMMARY



### Introduction

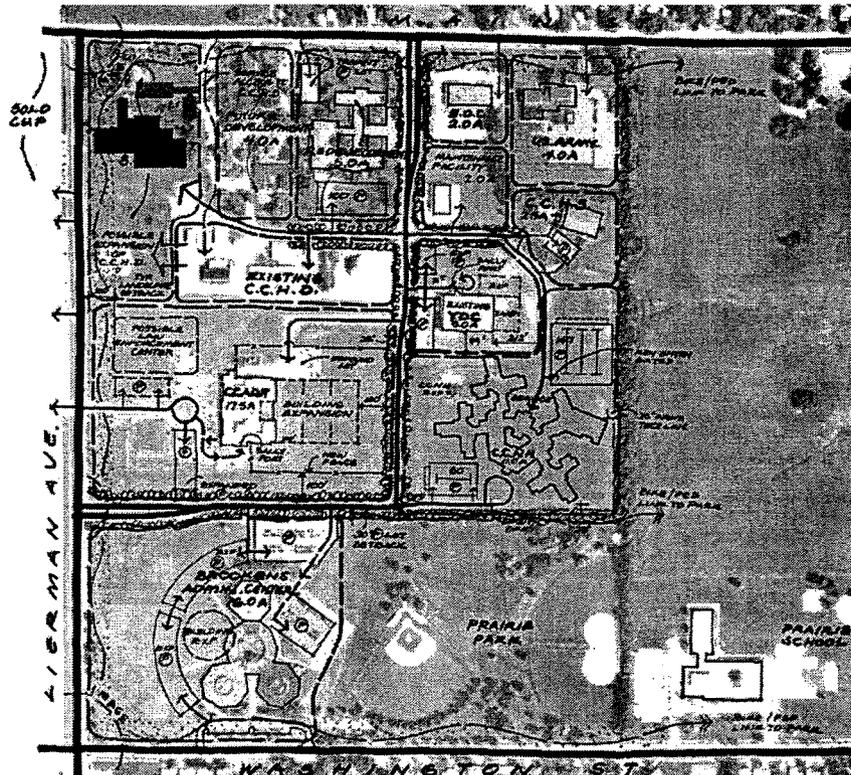
The team of BLDD Architects, Inc., Parsons Brinckerhoff Quade & Douglas, Inc. - Fleet Maintenance Consultants, GHR Engineers & Associates, Inc., and Berns Clancy & Associates worked with Champaign County representatives Denny Inman, Jeff Blue, John Cooper, Tracy Wingler, Alan Reinhart, Jerry Stumborg, and other County Highway Department staff during the Programming Phase for the new Maintenance/Highway Facility to develop a comprehensive Program Design Guide, a Preliminary Code Analysis, a Conceptual Plan, a Project Budget, and a Project Schedule.

The Conceptual Plan for the new Maintenance/Highway Facility was coordinated with the Champaign County East Campus Master Plan and many facility-related recommendations are linked to development recommendations associated with current and future initiatives.

### Overview

The Champaign County East Campus is bounded by Main Street on the North, Washington Avenue on the South, Lierman Avenue on the West, and a property line east of the U.S. Army Reserves to the East. The major buildings include the Brookens Administration Center, the New Champaign County Nursing Home, The Adult Detention Center, The Youth Detention Center, The Old Nursing Home, and The existing Champaign County Highway Department buildings.

The Master Plan for the campus previously completed includes provisions for an extension of Art Bartell Road to connect to the north entrance drive of the Brookens Administration Center. The New Champaign County Nursing Home is currently under construction on the east side of the campus. There are also provisions for expansions to the Adult Detention Center and the Youth Detention Center, as well as provisions for redevelopment of the Old Nursing Home buildings.



**Champaign County  
East Campus Master Plan**



**Champaign County**  
Fleet Maintenance/ Highway Facility

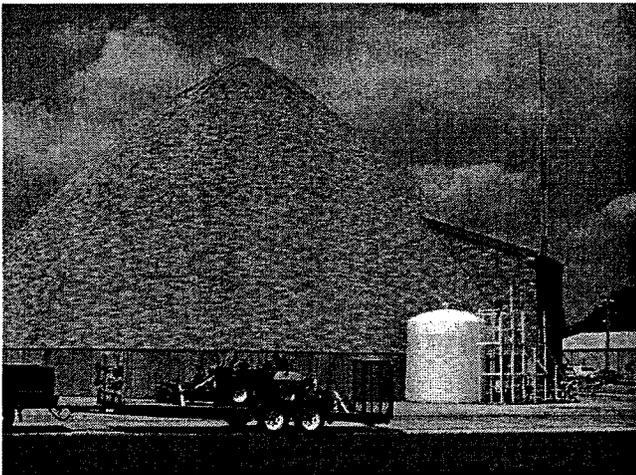


BERNS, CLANCY AND ASSOCIATES, P.C.

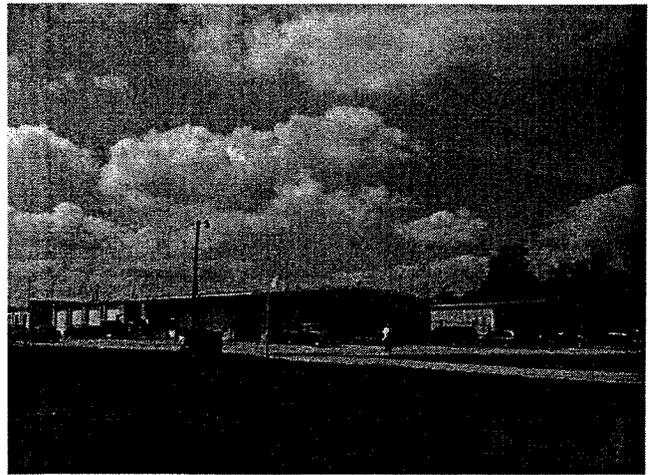
## Current Highway Department Facilities

The existing Highway Department buildings were constructed between 1954 and 1986 and include a salt dome, a concrete block welding and material testing building, and various metal buildings used for vehicle storage and maintenance. The total area of the buildings is approximately 22,000 square feet. The existing salt dome is the only structure that is adequate to serve the needs of the current Highway Department. The other buildings have structural deterioration due to age and corrosive materials and lack the adequate amenities to perform heavy equipment and fleet maintenance. The buildings also lack adequate amenities for storage of corrosive materials, equipment storage, and supply storage. The buildings lack adequate heating and cooling systems, utility power to perform multiple simultaneous maintenance tasks, and technology infrastructure. The buildings are not secure and lack adequate testing and laboratory facilities.

Some of the existing metal buildings may be adequate for other County uses undefined at this time. The analysis for these buildings and the determination of future uses of these buildings has not been completed as a part of this report. The removal and/or improvements to the existing Highway Department buildings are not included in the opinions of probable construction costs contained in this report.



Existing County highway buildings



Existing County salt dome

## Project Goals

The miles of highway roads maintained by the Champaign County Highway Department have doubled since the construction of many of the current highway facilities. In addition, the size and number of the highway vehicles and equipment have increased substantially since the construction of many of the current Highway Department buildings. The project goals for the New Fleet Maintenance Highway Facility include:

- Development of a facility that will accommodate Fleet Maintenance Highway Department needs for the next 20 years with provisions for expansion of the facility.
- Development of a facility that will function for its intended use.
- Development of a facility that aesthetically compliments the East Campus.
- Development of a facility that is operationally cost effective and energy efficient.
- Development of a facility that incorporates current technology and accommodates future technology.



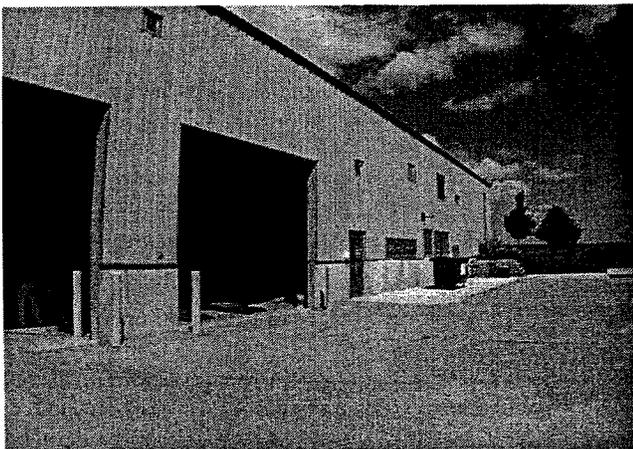
## Program Development

The objective of Program Development was to review and evaluate the functional requirements as input into the design process to ensure a facility that responds to the needs of the client. The first step in the design process was to identify the functional requirements and operational characteristics of the proposed facility. This involved active participation of the client staff in a series of in-depth interviews over a four-day period.

Examples of topics addressed during the interviews include:

- Review requirements for repair bays, shops, material storage, and other maintenance functions.
- Review body repair activities and requirements.
- Review existing maintenance philosophy and policies, procedures, and maintenance techniques for scheduled and unscheduled maintenance, component rebuild, body repairs, and paint.
- Identification of components to be rebuilt in-house, component life, and time for rebuilding each component to determine the requirements for the component rebuild area.
- Review vendor contracted activities and requirements.
- Review fueling, interior cleaning, and exterior cleaning requirements, if any on-site.
- Review existing preventive maintenance program to determine frequency of inspections and average time required for each.
- Review requirements for radio and support vehicle repairs.
- Review existing inventory control policies, procedures, and techniques to determine parts storage requirements. This will include a review of various storage systems available for parts storage.
- Review facility maintenance requirements that may affect material selection, plumbing, electrical, heating, ventilation, and air conditioning.
- Review site and building security requirements.
- Review relationships between functional areas.
- Review fleet size, mix, and projected growth.
- Review current and projected staffing.

The design team participated in field trips with the client to visit similar facilities, including the DeKalb facility, to identify characteristics to be included in the new facility. These visits helped establish a common frame of reference for the client and design team.



DeKalb Facility



DeKalb Facility



**Champaign County**

Fleet Maintenance/ Highway Facility



BERRIS, CLANCY AND ASSOCIATES, P.C.

Based on the interviews, a detailed Design Guideline was developed. The Design Guideline included in this report identifies:

- Functional areas to be located at the new facility.
- Space requirements for all administrative, maintenance, and operations functions in the project.
- Parking requirements for client vehicles, employee, visitor, and delivery vehicles.
- Clearance requirements (doors, aisle widths, overhead) throughout the project.
- Floor, wall, and ceiling finishes.
- Functional areas and equipment items within each area to be included on an emergency power system.
- Lighting levels and type of lighting for all exterior areas and each functional area within the maintenance building.
- Lubrication and compressed air system requirements.
- Ventilation requirements for each functional area including offices, repair bays, maintenance shops, welding, battery, paint areas, chassis wash/component clean, pits, and storage areas.
- Drainage requirements for floor wash down, waste oil, waste coolant, and spill containment.
- Minimum design temperatures for heating and cooling for each functional area.
- Functional area relationships both between areas and between workstations within areas. Primary considerations are industrial workflow, supervision, and safety. Diagrams showing these relationships are included in the Design Guideline Document.
- Major maintenance equipment items to be located in each functional area.
- Data on vehicles to be maintained. Includes make and models, dimensions and weights, quantities, and operating characteristics.
- Inventory of existing shop equipment by functional area. Include description, quantity, manufacturer, model number, utility requirements and condition. It also indicates which items are recommended for reuse.

The Maintenance Equipment List has been developed based on the draft Design Guideline criteria. Equipment is listed by functional area and includes a description, price, quantity, dimensions, and general utility requirements for each equipment item. The list also incorporates equipment items identified as reusable.

### **Conceptual Design**

To ensure that the functional requirements, including circulation and proximity relationships, were appropriately addressed, alternative conceptual plans were developed to identify potential alternatives to meet the requirements established in the Program. The design team participated in a four-day design charrette working directly with the client to develop alternatives for site configuration and general building design. During this process, the client reviewed and critiqued each alternative solution. Based on review comments, selected alternatives were refined and presented for review. A final review meeting resulted in a selected Conceptual Plan. This process is documented through meeting minutes included at the end of this report.

The site layouts were developed with emphasis on:

- Circulation patterns for vehicles, equipment, materials and personnel that will provide the most efficient, cost effective, and safest maintenance operation.
- Ingress and egress routes that maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.
- Site area relationships. Include mechanic and operator (crew) facilities, fuel and wash, maintenance facilities, vehicle parking, bad order (or down vehicle) parking, employee and visitor parking, and shipping and receiving.



The facility layouts emphasize:

- Circulation patterns for vehicles, equipment, materials and personnel and their relation to site circulation patterns.
- Functional area relationships both between the various areas and between workstations within each area.
- Efficient industrial workflow, supervision, and safety.

Of the nine different building and site concepts developed, Schemes G and H shown in this study were identified as the concepts that best met the established project goals. Of these two concepts, Scheme H was determined to be the preferred concept and the Design Team recommends it for the following reasons:

- Scheme H provided the best site circulation and access to Leirman Avenue and Main Street without the need for significant use of Bartell Road.
- Scheme H will allow uninterrupted operation through existing Highway Department facilities during construction of the new facility.
- Scheme H does not require the demolition of certain existing Highway Department buildings allowing more flexibility for the County to consider which buildings to remove and when to remove them.
- Scheme H does not require the replacement of Canaday Park allowing the construction of the new facility to begin earlier.
- Though Scheme G has less paving and fencing, Scheme G would require significantly more earthwork. As a result there is no appreciable cost difference between the two schemes.
- Scheme H allows the new facility to become a distinguishable building for the Champaign County East Campus with a more significant presence of the new facility at the intersection of Main and Lierman Avenues.
- The Scheme H Building Plan functions better in that it provides direct access between the Vehicle Maintenance Areas and the Vehicle Storage Area.



**Champaign County**  
Fleet Maintenance/ Highway Facility



BERNS, CLANCY AND ASSOCIATES, P.C.

## **Building Cost Increase**

During the Programming and Conceptual Design process it was determined that the Building Program and the Equipment Projections developed by the County were quite accurate. However, the Building Cost identified through this study differs from the original Building Cost, based on the DeKalb facility costs, for primarily the following reasons:

- General Construction Cost Increases since the DeKalb facility was constructed
  - Normal Inflation of all material and labor costs over five years.
  - Significant escalation of steel, cement, and insulation costs over the past two years.
  - Fuel cost increases in past year.
- Program Space Increases (Building quantity changes)
  - Radio Room – 300 sf
  - Storage for ESDA Vehicles – 1,330 sf
  - Storage for Nursing Home Vehicles – 400 sf
  - Wellness Center – 600 sf
  - Archive Storage for CCHD – 3,000 sf (mezzanine)
  - Break Room for Administration/Engineering – 300 sf
- Building Amenities not provided in a DeKalb type facility (Building quality changes)
  - Building Construction that is more Durable, Low Maintenance, and Aesthetically Consistent with other buildings on the Champaign County East Campus
    - Pre-cast Concrete Walls and Metal Panel Roof (in lieu of pre-engineered metal building construction)
  - Piping Infrastructure for Oil and Lube Equipment
  - Incorporation of LEED (green architecture) Amenities for Energy Efficiency
    - Geothermal Heating and Cooling System (in lieu of boiler and chiller heating and cooling). See the Energy Use Analysis for pay back period for this system.
    - Better Insulated Walls and Roofs
    - Waste Oil Burning Heating Units



**Champaign County**

Fleet Maintenance/ Highway Facility



BERNS, CLANCY AND ASSOCIATES, P.C.

# PROGRAMMING ANALYSIS & CONCEPTUAL DESIGN



FLEET MAINTENANCE / HIGHWAY FACILITY



**Champaign County**

Fleet Maintenance / Highway Facility

**BLDD**

ARCHITECTS



**DPA**

**DR**

ERNS CLAYTON ASSOCIATES, P.C.

# PROJECT TEAM

## DESIGN TEAM

### ARCHITECT

BLDD Architects, Inc.

### FLEET MAINTENANCE

Parson Brinckerhoff Quade & Douglas, Inc.

### STRUCTURAL ENGINEER

Delon Hampton & Associates

### MEP ENGINEER

GHR Engineers & Associates

### CIVIL ENGINEER

Berns, Clancy & Associates

## CHAMPAIGN COUNTY

### DENNY INMAN

County Administrator

### JEFF BLUE

County Engineer

### JOHN COOPER

Assistant County Engineer

### ALAN REINHART

Supervisor of Building Maintenance

### TRACY WINGLER

Highway Maintenance Supervisor

### JERRY STUMBORG

Fleet Mechanic



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**

ARCHITECTS

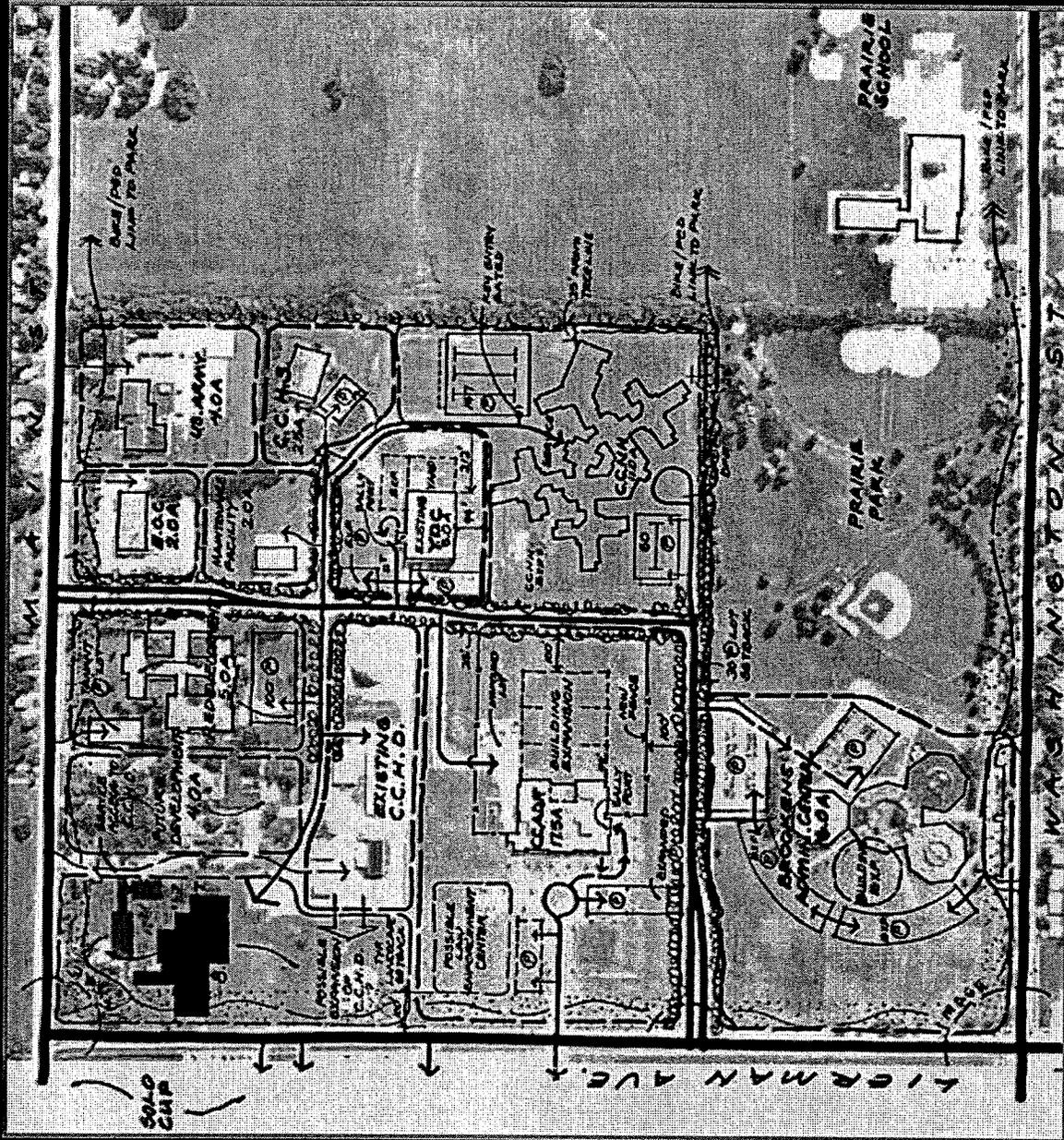


**DHA**



BERNS CLANCY AND ASSOCIATES, P.C.

# MASTER PLAN



**Champaign County**  
Fleet Maintenance/ Highway Facility

**BLDD**  
ARCHITECTS



BURNS CLAYTON ASSOCIATES, P.C.

## **PROJECT GOALS**

- Accommodate Highway Department needs for the next 20 years with provisions for expansion
- Ensure that it functions for its intended use
- Aesthetically compliment the East Campus
- Operationally cost effective and energy efficient
- Incorporate current technology and accommodate future technology



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**  
ARCHITECTS



**DFA**



EVANS CALVERT AND ASSOCIATES, P.C.

## **PROGRAM DEVELOPMENT**

- The team met to review the space requirements with the county staff to determine current & future needs.
- A space program showing square footage for each room was established and the equipment needs for each space was determined.
- The design team developed 9 schemes to determine space relationships and the effects on the site.



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**

ARCHITECTS



**DFA**

**SIR**

ERIKS, CHANG AND ASSOCIATES, P.C.

# DESIGN GUIDELINES

76

Description	Space Std.		Proposed		Remarks
	Dimensions	SF	Qty.	Area	
<b>ADMINISTRATION/ENGINEERING</b>					
Entry/Vestibule [O]		80	1	80	
Lobby [O]		240	1	240	Display space, county map
Meeting Room [E]		1,000	1	1,000	Adj to lobby & restrooms, 60 people (12 at tables, 48 in chairs), ceiling mtd digital project, pull-down screen, audio recording, coffee counter w/ small frig
Reception [O]		250	1	250	Secretary work area, 2 work positions, deep counter, door buzzer, panic button, radio, printer
Waiting Area [O]		100	1	100	4 people
County Engineer [E]		250	1	250	Conf table for 6
Assistant County Engineer [E]		200	1	200	Conf table for 4
Senior Engineer [O]		100	2	200	
Engineer [O]		100	3	300	
Engineering Tech [O]		100	3	300	
Seasonal Workstation [O]		64	4	256	
Accountant [E]		120	1	120	View of Recpt, 1 lateral cabinet
Accounting Assistant [E]		120	1	120	View of Recpt, 1 lateral cabinet
Copy/Work Room [E]		160	1	160	Copier/printer, fax, plotter, counter surface, office supplies
Project Work Room [E]		400	1	400	Conf table for 6, flat files, plan holds, microfiche, marker board
Central File Storage [O]		100	1	100	Adj to Recpt, mailboxes, in/out board, 8 lateral cabinets, card files
Archive Storage [E]		120	1	120	100 banker boxes
Break Room [E]		300	1	300	12 people, frig, counter/sink, micro, coffee, TV/VCR/DVD
Mens Restroom [E]		200	1	200	
Womens Restroom [E]		200	1	200	
Custodial Room [E]		50	1	50	
Telecomm Room [E]		120	1	120	Network-phone-security systems, stand-up workstation, separate environmental controls
<b>Subtotal</b>				<b>5,066</b>	
<b>Circulation &amp; MEP</b>		<b>35%</b>		<b>1,773</b>	
<b>Total Administration/Engineering</b>				<b>6,839</b>	



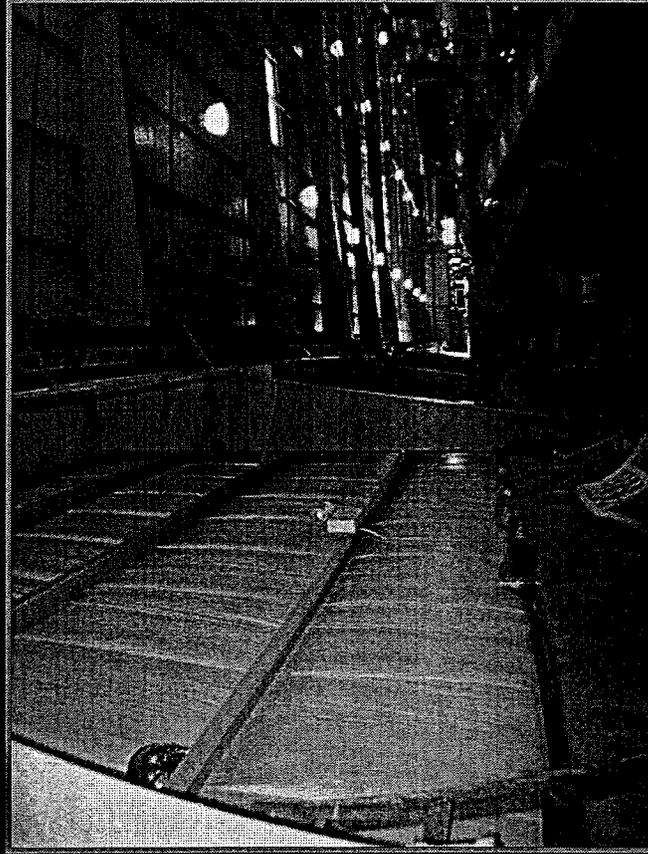
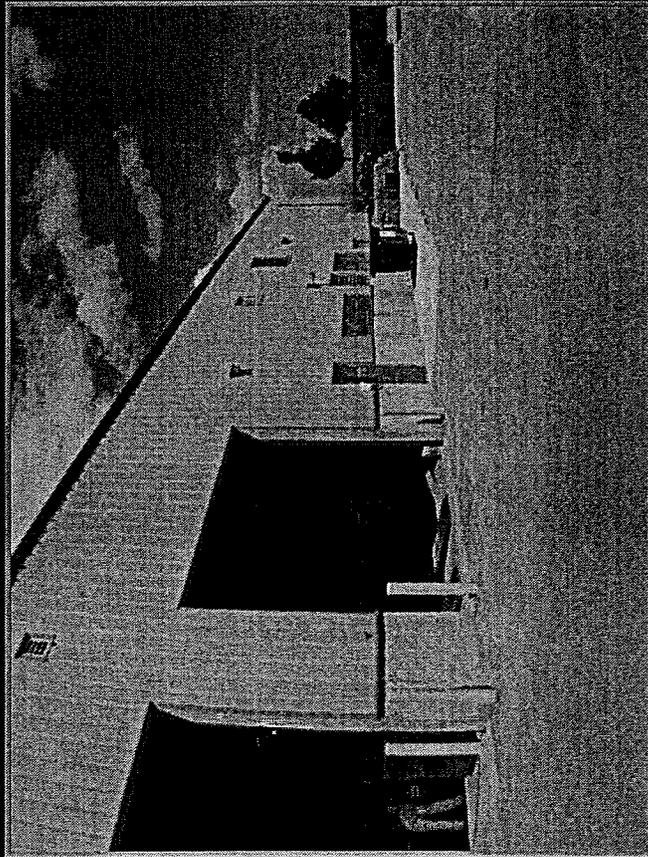
**Champaign County**  
Fleet Maintenance/ Highway Facility

**BLDD**  
ARCHITECTS



EERYS, CLANCY AND ASSOCIATES, P.C.

# DE KALB FACILITY SITE VISIT



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**  
ARCHITECTS



**DAF SIR**

EEBNS, CLAYTON AND ASSOCIATES, P.C.

# **DESIGN GUIDELINES**

- **Functional areas**
- **Space requirements**
- **Parking requirements**
- **Clearance requirements**
- **Floor, wall, and ceiling finishes**
- **Functional areas & equipment on emergency power system**
- **Lighting levels and type of lighting**



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**

ARCHITECTS



**DFA**



EEBIS, CUNY AND ASSOCIATES, P.C.

## **DESIGN GUIDELINES**

- Lubrication and compressed air system requirements
- Ventilation requirements
- Drainage requirements
- Minimum design temperatures for heating & cooling
- Functional area relationships
- Major maintenance equipment items
- Data on vehicles to be maintained
- Inventory of existing shop equipment



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**

ARCHITECTS



**DFA**



PERNS, CANNON AND ASSOCIATES, P.C.

# CONCEPTUAL DESIGN

## SITE LAYOUT

- CIRCULATION PATTERNS
- INGRESS AND EGRESS ROUTES
- SITE AREA RELATIONSHIPS

## FACILITY LAYOUT

- CIRCULATION PATTERNS
- FUNCTIONAL AREA RELATIONSHIPS
- EFFICIENT INDUSTRIAL WORKFLOW



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**  
ARCHITECTS



EERIS CAMPBELL ASSOCIATES, P.C.

# SCHEME 'G'



**Champaign County**  
Fleet Maintenance/ Highway Facility

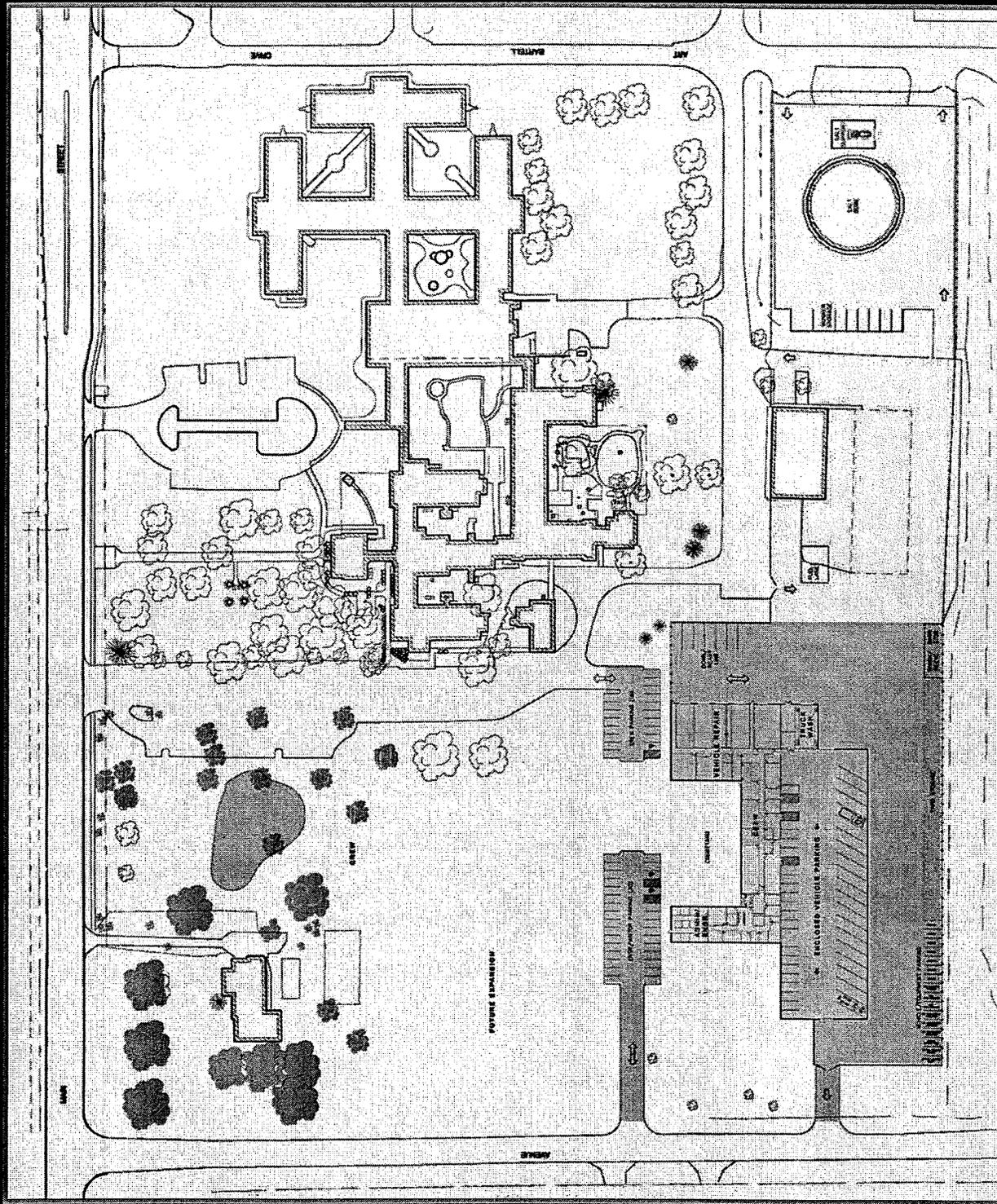
**BLDD**  
ARCHITECTS



EEYS, CANTO AND ASSOCIATES, P.C.

# SCHEME 'G'

## SITE PLAN



**Champaign County**  
Fleet Maintenance/ Highway Facility

**BLDD**

ARCHITECTS

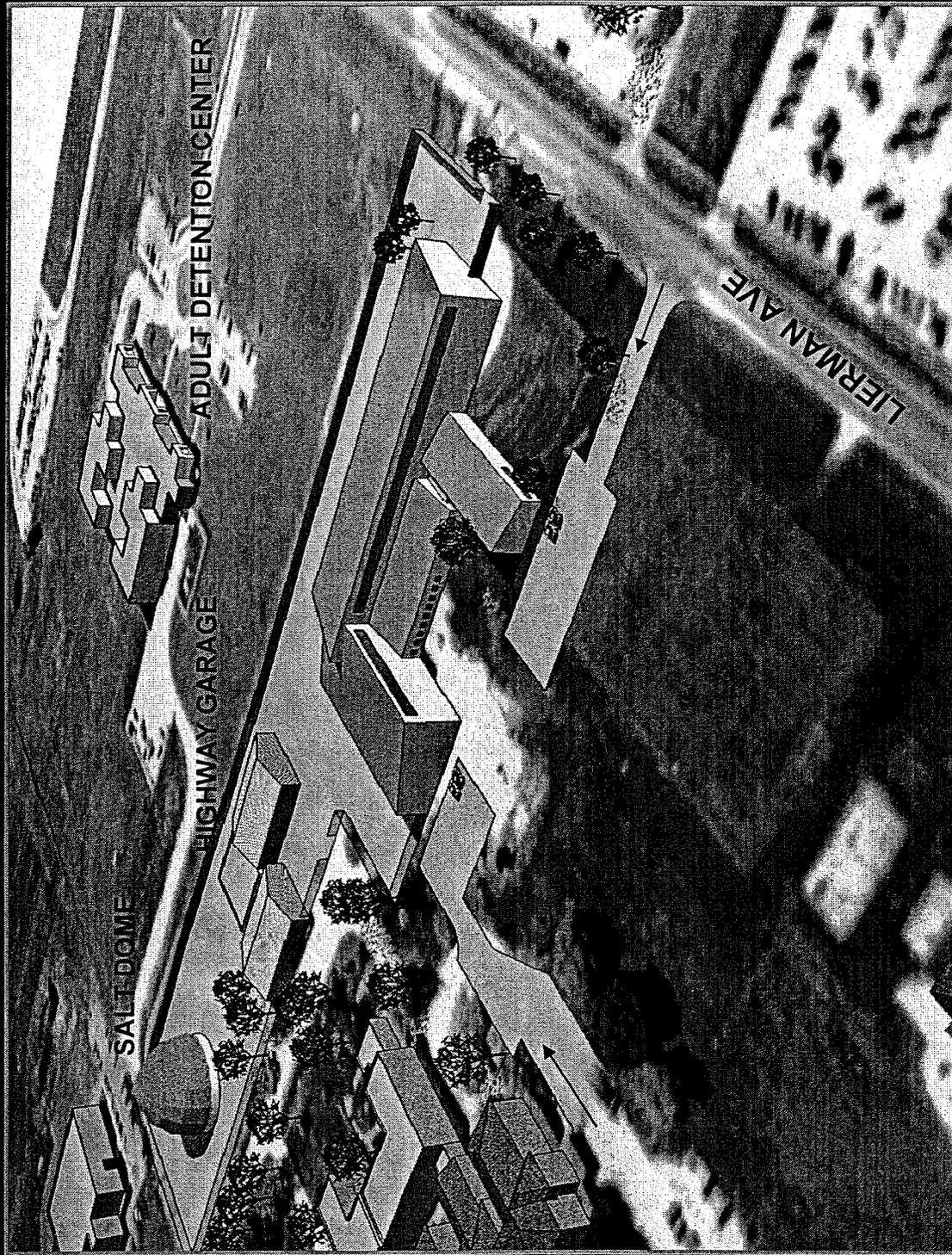


**DHA-GIR**

EERIS, CANNON AND ASSOCIATES, P.C.



**SCHEME 'G'**  
**AERIAL VIEW**



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**

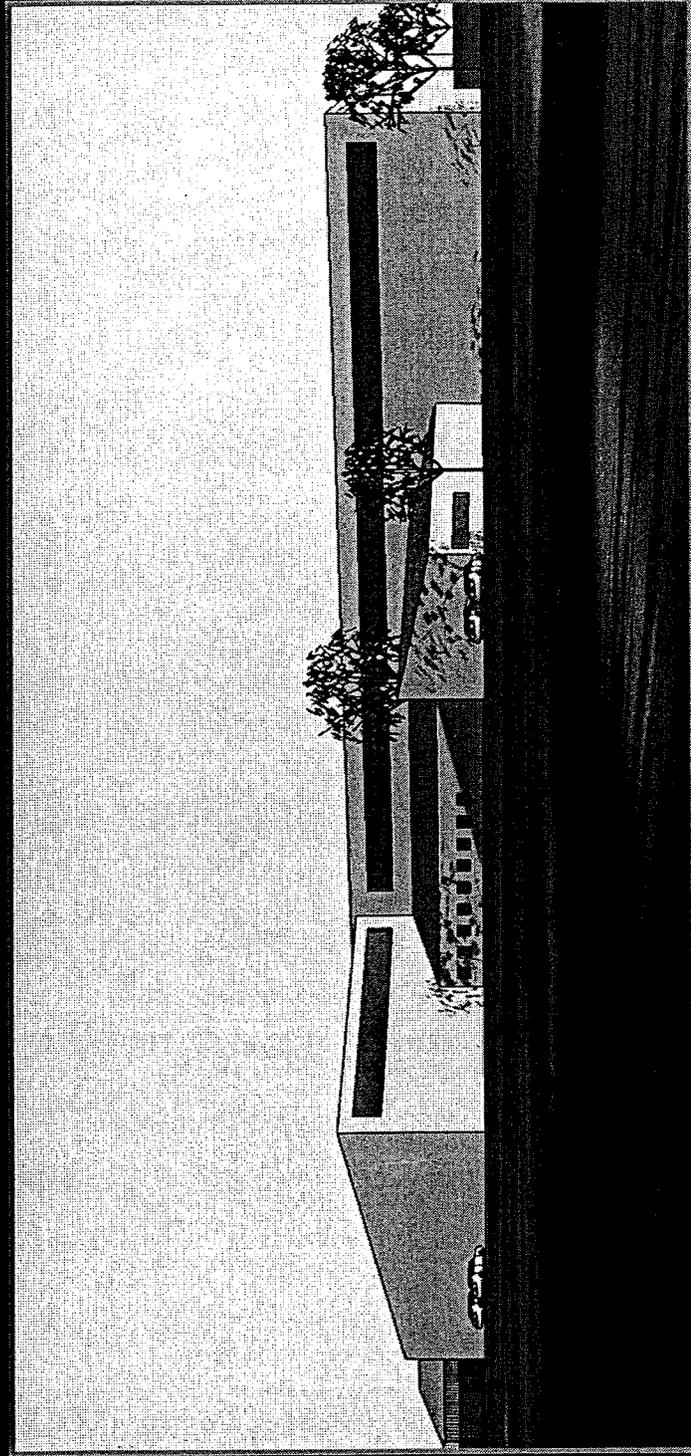


ARCHITECTS



EVENS CLAWSON AND ASSOCIATES, P.C.

**SCHEME 'G'**  
**VIEW**



**Champaign County**  
Fleet Maintenance/ Highway Facility

**BLDD**  
ARCHITECTS



**DFA-SIR**



FEENEY CONSULTING ASSOCIATES, P.C.

# SCHEME 'H'



**Champaign County**  
Fleet Maintenance/ Highway Facility

**BLDD**  
ARCHITECTS



**DFA-GIR**

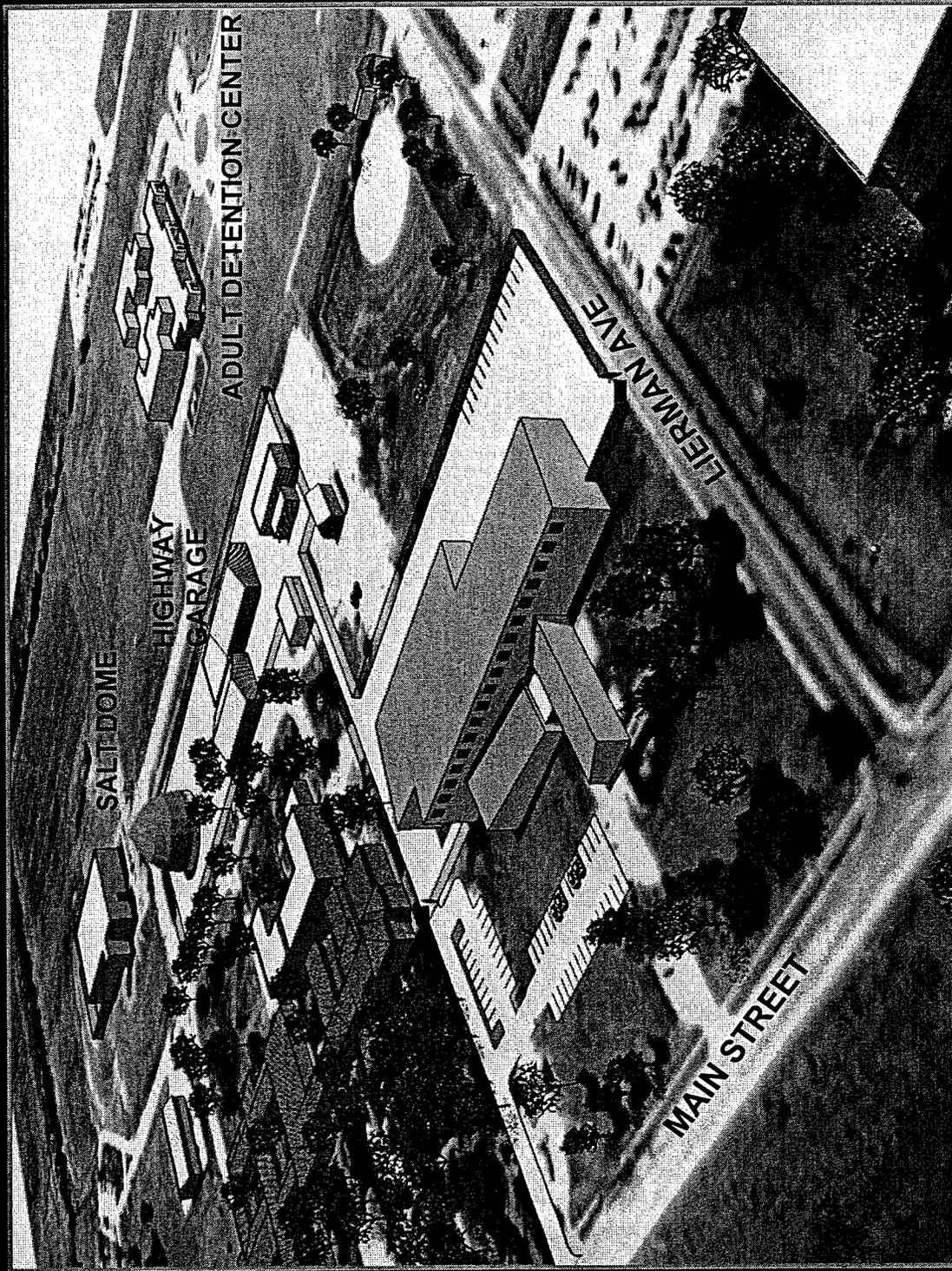


ETNA, CAI AND ASSOCIATES, P.C.





**SCHEME 'H'**  
**AERIAL VIEW**



**Champaign County**  
Fleet Maintenance/ Highway Facility

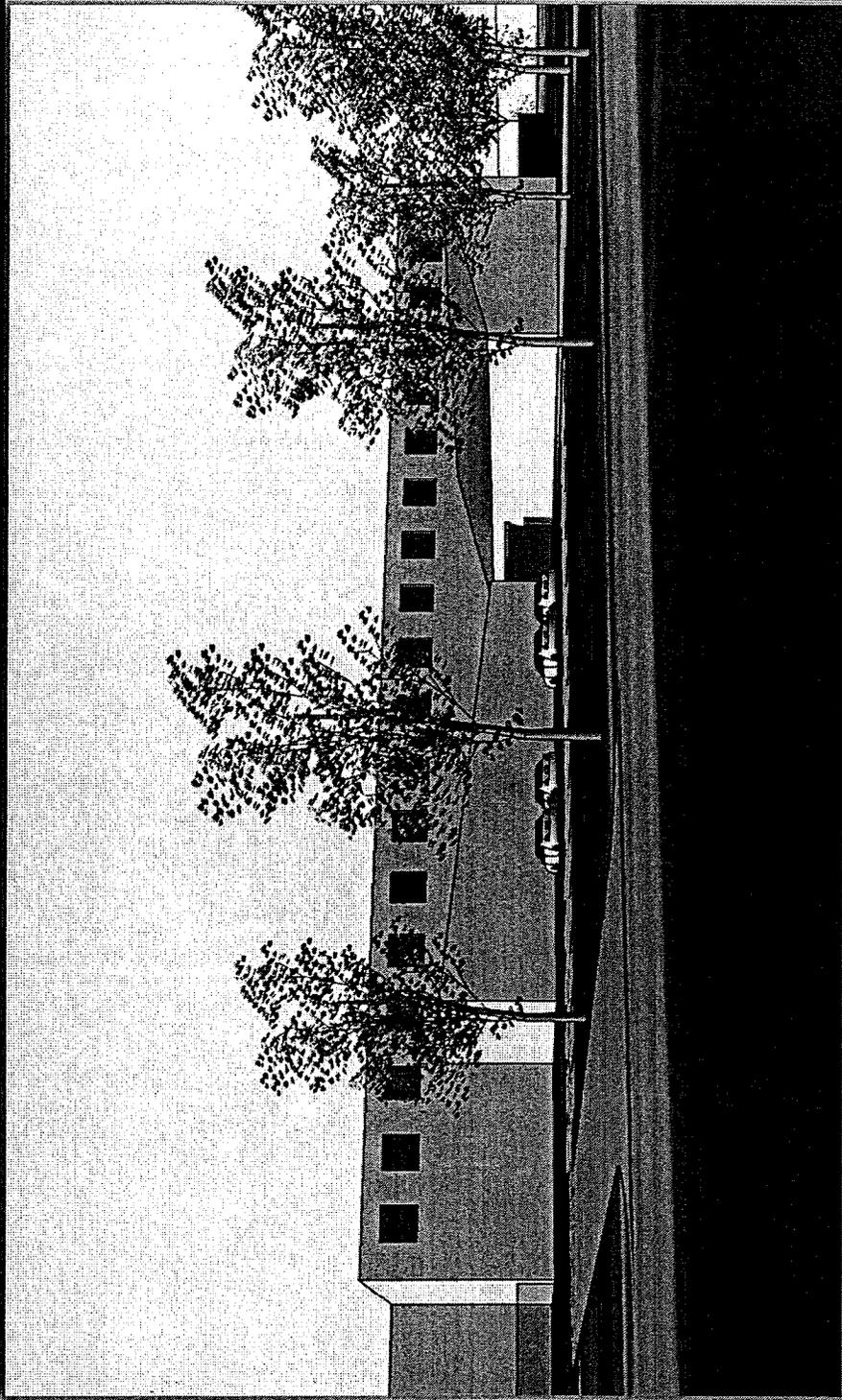
**BLDD**  
ARCHITECTS



**DFA** 

EEYS CONSULTING ASSOCIATES, P.C.

**SCHEME 'H'**  
VIEW FROM  
MAIN STREET



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**

ARCHITECTS



**DFA**



FEENEY, CANNY AND ASSOCIATES, P.C.

## **SCHEME 'H' IS RECOMMENDED**

### **for the following reasons:**

- No appreciable cost difference between schemes G & H
- Best site circulation and access to Leirman Avenue and Main Street without the need for significant use of Bartell Road.
- Uninterrupted operation through existing Highway Department facilities during construction of the new facility.
- Does not require the demolition of certain existing Highway Department buildings allowing more flexibility for the County to consider which buildings to remove and when to remove them.



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**

ARCHITECTS



**DH**



EEBNS, CANNON ASSOCIATES, P.C.

## **SCHEME 'H' IS RECOMMENDED** **for the following reasons (contd.):**

- Does not require the replacement of Canaday Park allowing construction of the new facility to begin earlier.
- Its location at the intersection of Main Street & Lierman Ave gives the Champaign County East campus a 'sense of identity'.
- Building Plan functions better, providing direct access between the Vehicle Maintenance Areas and the Vehicle Storage Area.



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**  
ARCHITECTS



ERIN S. CAMPBELL ASSOCIATES, P.C.

# PROJECT SCHEDULE

DESIGN PHASE	November '05 to March '06
BIDDING PHASE	April '06
CONSTRUCTION PHASE	May '06 to May '07
PROJECT CLOSEOUT	July '07



**Champaign County**

Fleet Maintenance/ Highway Facility

**BLDD**  
ARCHITECTS



**DFA**



ERNS CAMPBELL ASSOCIATES, P.C.

**Project Schedule**

The following project schedule indicates the start of Schematic Design on November 1, 2005 and projects a Project Substantial Completion Date in May 2007. See the bar graph schedule provided in the Project Schedule section of this study.

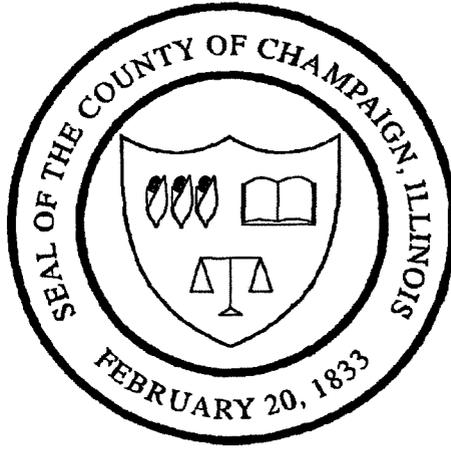
Task Name	Duration	Start	Finish
<b>County Board Approval</b>	0 wks	10/20/05	10/20/05
<b>Project Schedule/Summary</b>	<b>101.2 wks</b>	<b>7/25/05</b>	<b>7/2/07</b>
<b>Programming/ Concept Design</b>	<b>10 wks</b>	<b>7/25/05</b>	<b>9/30/05</b>
Programming Meetings	1 wk	7/25/05	7/29/05
Concept Design Charette	1 wk	8/22/05	8/26/05
Programming Review	1 wk	9/26/05	9/30/05
<b>Design Phase</b>	<b>21 wks</b>	<b>11/1/05</b>	<b>3/27/06</b>
Schematic Design	4 wks	11/1/05	11/28/05
Schematic Design Review	1 wk	11/29/05	12/5/05
Design Development	5 wks	12/6/05	1/9/06
Design Development Review	1 wk	1/10/06	1/16/06
Construction Documents	9 wks	1/17/06	3/20/06
Construction Documents Review	1 wk	3/21/06	3/27/06
<b>Bidding Phase</b>	<b>4 wks</b>	<b>3/28/06</b>	<b>4/24/06</b>
<b>Contract Award</b>	<b>4 wks</b>	<b>4/25/06</b>	<b>5/22/06</b>
<b>Construction Phase</b>	<b>50 wks</b>	<b>5/23/06</b>	<b>5/7/07</b>
<b>Project Closeout</b>	<b>8 wks</b>	<b>5/8/07</b>	<b>7/2/07</b>



**Champaign County**  
Fleet Maintenance/ Highway Facility



BERRIS, CLANCY AND ASSOCIATES, P.C.



**CHAMPAIGN COUNTY ADMINISTRATIVE  
SERVICES**

**REQUEST FOR PROPOSAL: 2005 - 016**

**ARCHITECTURAL/ENGINEERING SERVICES –**

**CHAMPAIGN COUNTY COURTHOUSE  
MASONRY STABILIZATION & RESTORATION  
PROJECT**

**Sealed Proposal Due Date: 1:30 P.M., Wednesday, November 9, 2005**

Blank Page



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON  
URBANA, IL 61802  
(217) 384-3776  
(217) 384-3765 – PHYSICAL PLANT  
(217) 384-3896 – FAX  
(217) 384-3864 – TDD  
Website: [www.co.champaign.il.us](http://www.co.champaign.il.us)

ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

### REQUEST FOR PROPOSAL: 2005 - 016

### ARCHITECTURAL/ENGINEERING SERVICES - CHAMPAIGN COUNTY COURTHOUSE MASONRY STABILIZATION & RESTORATION PROJECT

On behalf of the Champaign County Board, I invite you to furnish a technical proposal in accordance with the Proposal Guidelines and Proposal Specifications for the services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project.

All technical proposals are to be submitted as outlined. To be considered for the award of contract, proposals must be received on or before **1:30 p.m., Wednesday, November 9, 2005**. Proposals are to be received at the following address:

Champaign County Administrative Services  
Brookens Administrative Center  
1776 East Washington Street  
Attn.: Denny Inman, County Administrator  
Urbana, Illinois 61802  
T: (217) 384 - 3776  
E-mail: [www.dinman@co.champaign.il.us](mailto:www.dinman@co.champaign.il.us)

Questions regarding the bid package are directed to Denny Inman and (217)-384-3776.

Cordially yours,

Denny Inman  
Co-Administrator

Blank Page

# Table of Contents

REQUEST FOR PROPOSAL: 2005-016

## **CHAMPAIGN COUNTY COURTHOUSE – ARCHITECTURAL/ENGINEERING SERVICES**

<b>NOTICE TO PROPOSERS .....</b>	<b>1</b>
<b>NOTICE TO PROPOSERS – AMENDMENTS .....</b>	<b>2</b>
<b>PROPOSAL GUIDELINES</b>	
Project Scope .....	4
Target Dates .....	4
Submission of Proposals & Closing Date .....	8
<b>PROPOSAL SPECIFICATIONS</b>	<b>9</b>
Background .....	9
Scope of Professional Services .....	10
Technical Proposal Requirements .....	11
Technical Proposal Review & Firm Selection Process .....	13
Project/Construction Manger Selection Process Schedule .....	14
On-Site Inspection & Pre-Proposal Meeting .....	14
<b>INSURANCE GUIDELINES .....</b>	
<b>INSURANCE FORM .....</b>	
<b>PURCHASE ORDER TERMS &amp; CONDITIONS .....</b>	
<b>PREVAILING WAGE ACT .....</b>	
<b>EXCEPTIONS TO SPECIFICATIONS .....</b>	

**NOTICE TO PROPOSERS**

**PROPOSAL DATA**

---

**PROPOSAL NUMBER: 2005 – 016**

**TITLE: CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES –**

**Architectural/Engineering Services – Champaign County  
Courthouse - Masonry Stabilization & Restoration**

**CONTACT: DENNY INMAN**

**PHONE #: (217) 384 – 3776**

**FAX #: (217) 384 - 3896**

**E-MAIL: [dinman@co.champaign.il.us](mailto:dinman@co.champaign.il.us)**

**PROPOSAL DUE DATE/TIME**

---

**DUE DAY/DATE: Wednesday, November 9, 2005**

**TIME: 1:30 p.m.**

**MAILING ADDRESS: Champaign County Administrative Services  
Brookens Administrative Center  
Attn.: Denny Inman, County Administrator  
1776 East Washington Street  
Urbana, Illinois 61802**

**DIRECTIONS: In Urbana, take Main Street east to Lierman  
Avenue. Turn right (south) on Lierman Avenue.  
At stop sign, turn left (east) on to Washington  
Street. On your left side of street is the  
Brookens Administrative Center. Use visitor  
Parking lot. Proceed to main entrance and  
Administrative Services.**

Blank Page





# CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON  
URBANA, IL 61802  
(217) 384-3776  
(217) 384-3765 – PHYSICAL PLANT  
(217) 384-3896 – FAX  
(217) 384-3864 – TDD  
Website: [www.co.champaign.il.us](http://www.co.champaign.il.us)

ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

## NOTICE TO PROPOSERS – AMENDMENTS

Notice is hereby given that sealed proposals will be received in the Champaign County Administrative Services, Brookens Administrative Center, and 1776 East Washington Street, Urbana, Illinois 61802 until 1:30 p.m., (Local Time) on:

**Wednesday, November 9, 2005**

To provide Architectural/Engineering services for the masonry restoration and stabilization of the existing Champaign County Courthouse facility. Contract period is anticipated to be February 24, 2006 – February 23, 2008.

There may be one or more amendments to this proposal solicitation. If you desire to receive copies or notices of any such amendments, you must provide the information requested below to Champaign County Administrative Services. Please send this information to Denny Inman, County Co-Administrator via fax at (217) 384-3896 or by e-mail at [dinman@co.champaign.il.us](mailto:dinman@co.champaign.il.us). Champaign County will send amendments only to those firms that timely complete and return this form via fax or provide the requested information by timely e-mail.

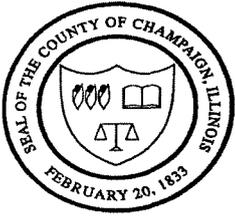
RFP number	2005 – 016
Company name	
Mailing address	
Phone number	
Fax number	
Contact person	
E-mail address	

**Send amendments by (check one):**       fax       e-mail

E-mailed amendments will be sent in a Microsoft Word (Office for Windows 98) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to Champaign County Board.

**Amendments also will be posted on the Champaign County Government web site [www.co.champaign.il.us](http://www.co.champaign.il.us).**

**Blank Page**



# CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON  
URBANA, IL 61802  
(217) 384-3776  
(217) 384-3765 – PHYSICAL PLANT  
(217) 384-3896 – FAX  
(217) 384-3864 – TDD  
Website: [www.co.champaign.il.us](http://www.co.champaign.il.us)

ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

REQUEST FOR PROPOSAL: 2005 – 016

## PROPOSAL GUIDELINES

### 1. PROJECT:

1.1 Scope: The Champaign County Board has issued this Request for Proposal for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a service intensive contract, through competitive negotiation, for professional Architectural/Engineering services. The Architectural/Engineering services are required for the County to undertake the masonry stabilization and restoration of the Champaign County Courthouse facility.

The County will utilize the Quality Based Selection (QBS) to select and contract with an Architectural/Engineering firm.

1.2. Project Target Dates: The following projected timetable should be used as a working guide for planning purposes. Champaign County reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
Pre-Bid Conference & Site Visit	October 26, 2005 – 10:00 a.m.
Deadline for submittal of questions	October 31, 2005 – 1:30 p.m.
Amendment Issued	November 2, 2005 – 1:00 p.m.
Proposals Due	November 9, 2005 – 1:30 p.m.
Formal Presentations	January 10, 2006
Award of Contract	February 23, 2006
Begin to Provide Service	March 1, 2006

2. **QUOTE PERIOD:** Proposals shall be good for one hundred eighty (180) days. Submitted proposals shall have an acceptance period of ninety (90) days.

3. **FEE:** The County will negotiate a lump sum fee based on the scope of services, efforts schedule for each skill level, and typical labor rates for those skill levels. A fee proposal is not to be included with the submitted technical proposal. Upon selection as the top ranked individual/firm, the County will request a fee proposal. In the event a fee proposal is submitted, the proposer's submittal will be returned and the vendor deemed as non-compliant.

*Firms should understand the County will utilize available architectural/engineering fee data to formulate its position on what is a fair and reasonable fee. The County shall utilize Federal, State, and local resources to assist in formulating its position.*

4. **CONTRACT PERIOD:** It is intended that the contract period shall not exceed thirty-five (35) months (**February 24, 2006 – February 23, 2008.** or an equivalent period depending upon date of contract award.

5. **NO PROPOSAL:** Proposers unable to submit proposals, should provide in writing a "NO PROPOSAL" notification to Champaign County Administrative Services. This enables Champaign County to realize the vendor had an opportunity to propose and the vendor will welcome receipt of similar requests for proposals in the future.

6. **SEALED PROPOSALS:** Sealed proposals must be submitted in a sealed envelope labeled "**SEALED PROPOSAL: 2005-016 Architectural/Engineering Services – Champaign County Courthouse Masonry Stabilization & Restoration Project**". Proposals not submitted in the proper format will be considered unqualified, unresponsive, and will not be considered for award of contract.

6.1 To be valid, the submitted proposal must be signed in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts for the proposing party. The name of each person signing should be typed or printed below the signature.

6.2 The individual signing the document for the proposing organization shall initial all erasures or corrections.

6.3 Failure to provide detailed responses will result in the vendor being eliminated from proposal award consideration.

6.4 Proposers shall submit fifteen copies (total, including the original- unbound) of the proposal. The proposal should be sealed in a package with the proposal number, opening date, and opening time printed in the lower left corner of the package.

6.5 All variations to the stated specifications must be described in detail (free from ambiguity) using the "Exceptions to Specifications" sheet. Variations to specifications not listed will not be accepted. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify Administrative Services of such error in writing and request modification or clarification of the document. Administrative Services will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Champaign County Administrative Services.

6.6 All proposers must be appropriately licensed and authorized to conduct business within the State of Illinois.

6.7 Champaign County reserves the right to request clarifications or corrections to proposals. Requests for clarification of proposals must be in writing.

6.8 The unreasonable failure of a Proposer to promptly supply information in connection with respect to responsibility may be grounds for a determination of being non-responsive.

6.9 The County is not liable for any costs incurred by the proposer prior to a signed contract.

6.10 The County is not liable for any costs incurred by the proposer in preparation, submission, and presentation of his/her proposal. These costs may not be charged to the County as part of the ARCHITECTURAL/ENGINEERING services provided.

7. **SUBMISSION OF PROPOSALS & CLOSING DATE:** Sealed proposals are due on or before but no later than **1:30 p.m., November 9, 2005** Champaign County will not accept any proposals received after 1:30 p.m. and shall return such late proposals to the Proposer.

Sealed proposals are to be delivered to the following address:

Champaign County Administrative Services  
1776 East Washington Street  
Urbana, Illinois 61802  
ATTN: Denny Inman, County Co-Administrator

7.1 All material submitted regarding this RFP becomes the property of the County and will only be returned to the vendor at the County's option. Any person may review responses after final selection and award have been made.

7.2 Discussions may be conducted with Proposers who submit proposals determined to have a reasonable likelihood of being selected for award. However, proposals may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this RFP should be included in your response.

7.3 Proposers at the time of submission of proposal for award consideration must include in their proposal package, all applicable contract documents in which Champaign County and Proposer will use as an agreement. Submitted documents must reference all the requirements stated in this proposal and Proposer responses.

8. **PROPOSAL OPENING:** the County Administrator will open Sealed Proposals for the services described herein on **Wednesday, November 9, 2005**. Sealed proposals received after the designated proposal due time and date will not be accepted for consideration. Sealed proposals may not be withdrawn after the designated proposal opening time and date, and thereby become the property of Champaign County, Illinois.

9. **PROPOSAL PROCESSING:** The processing of this proposal will be as follows:

9.1 **Discussion & Recommendation for Award of Contract:** Will take place at **7:00 p.m.**

**Tuesday January 10, 2006** at the regularly scheduled meeting of the County Facilities Committee.

9.2 **Award of Contract:** Award of contract will be let at **7:00 p.m. Thursday, February 23, 2006** at the regularly scheduled meeting of the Champaign County Board. All meetings will be held in Meeting Room 1, Brookens Administrative Center, and 1776 East Washington Street, Urbana, Illinois. All meetings for purpose of discussion and final decision regarding this proposal are open to the public.

10. **AWARD OF CONTRACT:** The contract for this project will be awarded to one (1) vendor.

11. Awarded vendor shall not transfer the resulting contract or performance of contract to another individual or firm; nor shall the awarded vendor change or sub contract any portion of the awarded contract, during the contract period. Both parties in writing must agree upon any change in personnel assigned to the project.

12. Champaign County reserves the right; to reject any or all proposals, waive any or all irregularities, and select the proposal which is in the best interest of Champaign County, Illinois. Champaign County retains the authority to eliminate any service features that are deemed too costly or unnecessary.

13. **ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS:** By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Champaign County may rescind its acceptance of the Proposer's proposal. The insurance requirements are attached.

14. **INQUIRIES:** Prospective Proposers may make inquiries concerning this RFP to obtain clarification of requirements and are strongly encouraged to do so. Questions may be submitted in writing or by fax to Administrative Services at the address or fax number listed below.

14.1 Questions of a procedural nature will be responded to immediately to the inquiring firm only. Questions (and the County's responses to those questions) of a significant nature that would be of concern to all Proposers will be faxed to each firm who has returned a Notice to Proposers.

14.2 Questions may be submitted only until October 31, 2005 – 1:30 p.m., Local Time, No questions will be accepted after that time.

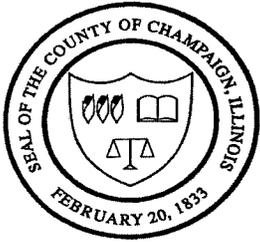
14.3 Any inquiries regarding this RFP should be referred to the following County personnel:

Denny Inman, County Co-Administrator  
Champaign County Administrative Services  
Brookens Administrative Center  
Urbana, Illinois 61802  
Telephone: (217) 384-3776  
Fax: (217) 384-3896

14.4 In the event that it becomes necessary to revise any part of this RFP, an addendum to this RFP will be provided to each potential vendor who received the original RFP.

15. **Proposal Documentation Requirements:** The following proposal documents are to be submitted in a sealed envelope no later than **1:30 p.m., Wednesday, November 9, 2005** in order to be considered for award of contract:

1. TECHNICAL PROPOSAL RESPONSE
2. INSURANCE FORMS
3. SAMPLE CONTRACTS
4. CURRENT FINANCIAL BALANCE SHEET (*Will Be Kept Strictly Confidential*)



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON  
URBANA, IL 61802  
(217) 384-3776  
(217) 384-3765 – PHYSICAL PLANT  
(217) 384-3896 – FAX  
(217) 384-3864 – TDD  
Website: [www.co.champaign.il.us](http://www.co.champaign.il.us)

ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

REQUEST FOR PROPOSAL: 2005 - 016

### PROPOSAL SPECIFICATIONS

16. **SCOPE:** The Champaign County Board has issued this Request for Proposal for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a service intensive contract, through competitive negotiations, for professional Architectural/Engineering services. The Architectural/Engineering services are required for the County to undertake the exterior masonry stabilization and restoration of the Champaign County Courthouse facility.

The County will utilize the Quality Based Selection (QBS) to select and contract with an Architectural/Engineering firm.

#### 16.1 BACKGROUND:

16.1.1 This project is the result of the commitment by the County Board to address facility deficiencies at the current Courthouse facility. Recorded facility deficiencies include life/safety and environmental.

16.1.2. In 1999 the County Board contracted with the architectural firm of Isaksen Glerum and their structural consultant Wickersheimer Engineers, Inc to perform a structural condition assessment of the Courthouse and Sheriff's Residence.

16.1.3. The consultants submitted their findings in a report entitled "Structural Condition Assessment of Champaign County Courthouse and Sheriff's Residence" (attached) dated April 15, 1999. The report detailed facility deficiencies were of the magnitude that extensive masonry work would be required on the existing facility. Masonry work included tuckpointing of the entire exterior and the application of "special water-resistant coating. The required funding was not available to complete the project or address facility deficiencies.

16.1.4. The Champaign County Board approved the County Facilities Committee recommendation to study the historical restoration/renovation of the clock/bell tower in March 2001. The County has successfully solicited public participation in this project and has resulted in the creation of the Citizens' Committee for the Clock & Bell Tower Restoration/renovation.

The RFP for architectural/engineering services was to perform a study to determine the feasibility of architecture/ engineering design and construction methodology of clock/bell tower in 1901. This is the target date the County Board and Citizens' Committee for the Clock & Bell Tower Restoration/renovation wishes the clock/bell tower to simulate for historical sensitivity.

16.1.5. Clock/Bell Tower Restoration Feasibility Study (attached) was submitted in August 2002 by White & Borgognoni, the architect of record.

16.1.6. In September, 2002 the County Board contracted with Isaksen Glerum PC Architects & Wickersheimer Engineers, Inc. to create a proposed masonry restoration of the Courthouse. Their report (attached) was submitted under the report entitled "Masonry Restoration (Phased Approach) of the Champaign County Courthouse. This RFP is the result of that report.

## 16.2. GENERAL PROJECT DESCRIPTION

16.2.1. The Champaign County Courthouse Masonry Stabilization & Restoration Project shall consist of the program verification, review of schematic design options, design development, crafting of construction documents, bidding, construction, and project closeout.

16.2.2. The historical restoration of the clock/bell tower will be included in this project. This portion of the project will require A/E services thru construction documents. Construction is contingent upon funding availability. In the construction documents, the clock/bell tower restorative work will be bid as an alternate to the main project. The County Board has taken this approach due to public fund raising required for the project.

16.2.3. The Champaign County Board has determined that the project budget is in the \$2.5 - \$4 million range.

16.2.4 The County Board requires current County departments currently occupying the premises to remain in place while the masonry work is being completed unless life/safety issues preclude such directive.

16.2.5 The County Board desires to maximize the participation of MBE/FBE firms in all aspects of County construction projects.

16.2..6. The County Board representative for this project is:

Denny Inman, Co-Administrator  
Champaign County Administrative Services  
Brookens Administrative Center  
1776 East Washington Street  
Urbana, Illinois 61802  
(217) 384-3776 / Fax: (217) 384-3896  
E-Mail: [dinman@co.champaign.il.us](mailto:dinman@co.champaign.il.us)

17. **SCOPE OF PROFESSIONAL SERVICES:** The selected Architectural/Engineering firm shall provide all expertise, labor, and resources for the design and construction phase of the project. The following highlights the services the A/E will be required to perform:

17.1. Review and become familiar with all study's relating to Courthouse masonry.

17.2. Review and become familiar with the interior remodeling work completed in April 2003.

17.3. **Schematic Design Phase:** Review of schematic design options. Finalize the schematic design. Provide schematic phase appropriate plans. Assist the County in the development of the schematic design budget.

17.4. **Design Development Phase:** Traditional design development phase services. Including wall sections/elevations, finish schedules, preliminary material specifications, and development of a Design Development budget.

17.5. **Construction Documents:** Prepare construction documents. The County will be responsible for the printing and distribution of documents to bidding contractors.

17.6. **Biding & Awarding of Contract:** Interpret and clarify bidding questions.

17.7. **Construction Phase Services:** Answer contractor questions. Review and approve shop drawings.

17.8. The selected Architectural/Engineering firm will be required to attend pre-bid, pre-award, and progress meetings.

17.9. The selected Architectural/Engineering firm will be required to attend periodic County Facilities Committee and County Board meetings to make project update presentations.

17.10 Champaign Count Board has adopted the "Project Team Approach" to projects. The selected Architectural/Engineering firm will commit to performing their tasks in this atmosphere. The project team shall consist of County representative, Supervisor of Physical Plant, A/E, and consultants.

## 18. **TECHNICAL PROPOSAL:**

18.1 **Proposal Format** : This section outlines the County's ***strong preference*** for the proposal format and information provided by the proposer. Any proposer not providing the required information, or not conforming to the format specified in all material respects, may be eliminated.

The County strongly prefers concise responses to the information requested. **The use of tables, graphics, and bulleted lists, where appropriate, is strongly encouraged.**

### 18.2 **Information Required From Proposers**

18.2.1. ***Cover Letter*** : Provide a cover letter prepared on the proposer's business stationery. The purpose of this letter is to transmit the proposals, so it should be brief. The letter should contain a statement that the proposer is responding to the County's RFP. Other items outlined in the cover letter include:

- a. A statement that the attached proposal is complete as submitted;

b. A statement that all terms and conditions contained in the proposal is valid for 180 days from the proposal closing date;

c. The letter **must** be signed by a representative who is authorized to contractually obligate the proposer or consortium of Proposers.

19. **TECHNICAL PROPOSAL REQUIREMENTS.** *Proposal response musts be in the following format to be considered for award of contract.*

A. Basic Company Information

Company Name/address/Telephone/Fax Numbers/ E-Mail Address

1. Contact Person.
2. Type of Organization.
3. Total Number of Staff
  - i. Number of Architects/Engineers on Staff
4. Provide a cover letter indicating the underlying philosophy of your firm in providing the design services.

B. Brief Company History:

C. Summary of Firm's Relevant Experience –

***Limit references to a total of three (3). References must be of similar project scope. References must be currently under contract or a project completed within the past five (5) years.***

1. Project Name/Location/Dollar Value/Owner Information. Brief project description. Include Contact Person with Phone Number.
2. Start, Finish, or Anticipated Completion Date.
3. Description of All Services Provided.
4. Project Monetary Value.
5. All Consultants & Team Members in Proposed Design Team.

D. Financial/Legal

1. Provide a Copy of Last Year-End Financial Statement or Letter from Accountant/Bank Regarding Firm's Financial Position. (*This information will be kept strictly confidential*).
2. State of Illinois Business License.
3. Provide Insurance Coverage Certification.
4. Provide Statement of Current Legal Actions Relating to Current or Past Projects.

E. Project Team. The Champaign County Board encourages the "team concept" for all projects. Provide the following:

1. Organizational Chart
  - i. Individual Team Members/Position Title/Job Function

- ii. If Utilized, Consultants/Position Title/Job Function
- iii. Provide Resumes of All Team Members. Indicate Current Project Assignments, Availability for this Project, and Basic Function of Each Team Member.
- iv. No substitutions of project team personnel will be permitted without written approval of the Champaign County Board.

## 2. Resumes of Project Team Members

### F. Project Approach

1. Describe Your Philosophy Regarding Project Team Approach and How You Plan to Approach Your Role.
2. Describe Proposed delivery system & project controls
3. Describe Your Firms Approach and Philosophy on Bids and Project Phase that Exceed Budget.
4. Describe Your Unique/Innovative Approaches Your Firm has Brought to Previous Masonry Projects.
5. Describe Experience in "Team" Project Approach.
6. Describe Experience in Meeting Stated Project Objectives.
7. Describe Your Firm's Procedure for Dealing with Design Error(s) and Omissions. Detail Plan for Resolution of Issue.
8. Why Do You Want To Be the Architect/Engineering Firm For this Project?

### G. Firm/Individual Commitment to Project

1. Future Availability
2. Current Contractual Commitments

## 20. TECHNICAL PROPOSAL ANALYSIS:

20.1. Initial Review. Champaign County will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements. Proposals that are not complete, fail to respond to required information, or do not follow the required proposal instructions in all material respects will be eliminated. Proposers are cautioned that failure to follow the requested format for responses or provide the information required may lead to elimination. The evaluation committee shall then score all proposals.

20.1.2. Short-List: Upon completion of the scoring, the evaluation committee will recommend a short-list of proposers that are potentially acceptable.

20.1.3. Committee Approval of Short-Listed Firms: The evaluation team will forward a recommendation to the County Facilities Committee a list of 2-3 firms that should be offered the opportunity to make a formal presentation. Upon committee approval the short-listed firms will give a verbal and written notice.

20.1.4 Formal Presentations: The short-listed firms will make a formal presentation to the County Facilities Committee. All members of the County Board will be invited to participate in the question and answer session and score/rank the presenting firms. Only those Board members who are present at the beginning of the session will be allowed to participate.

20.1.5. Notification of Top Ranked Firm: Notification to the top ranked firm will occur by 12:00 p.m. on the day following formal presentations. The firm will be requested to submit an Efforts Schedule and Fee Proposal within three (3) working days of notification.

20.1.6 Negotiate Contract With Top Ranked Firm: The County negotiating team will meet with the recommended firm to negotiate in good faith a professional services contract. In the event a contract cannot be negotiated with the top ranked firm, the County will then negotiate with the second ranked firm. Negotiations will proceed until a contract is successfully negotiated.

20.1.7 Award of Contract: Upon successfully negotiating a contract, the County's Contract-negotiating team will make a recommendation of award of contract to the full County Board.

**21. Architect/Engineer Selection Process Schedule:**

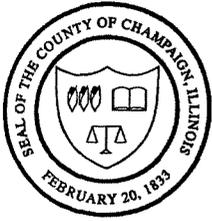
Pre-Bid Conference & Site Visit	October 26, 2005 – 10:00 a.m.
Deadline for submittal of questions	October 31, 2005 – 1:30 p.m.
Amendment Issued	November 2, 2005 – 1:00 p.m.
Proposals Due	November 9, 2005 – 1:30 p.m.
Formal Presentations	January 10, 2006 – 7:00 p.m.
Fee Proposal & Efforts Schedule Due:	January 12, 2006 – 1:00 p.m.
Contract Negotiations:	January 24 - 26, 2006
Award of Contract	February 23, 2006
Begin to Provide Service	February 27, 2006

The following attachments are included for your review:

**ATTACHMENT 1 - Structural Condition Assessment of Champaign County Courthouse & Sheriff Residence Report by Wickersheimers Engineers, Inc, dated April 1999.  
(Pages 1-9, Exhibits are not included)**

**ATTACHMENT 2 - Clock/Bell Tower Restoration Feasibility Study by White & Borgognoni  
(Letter dated January 3, 2003)**

**ATTACHMENT 3 – Masonry Restoration (Phased Approach) of the Champaign County Courthouse Report by Wickersheimers Engineers, Inc. dated September 2002.**



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON  
URBANA, IL 61802  
(217) 384-3776  
(217) 384-3765 – PHYSICAL PLANT  
(217) 384-3896 – FAX  
(217) 384-3864 – TDD  
Website: www.co.champaign.il.us

ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

### CHAMPAIGN COUNTY INSURANCE GUIDELINES

1. **Binders/Certificates of Endorsements/Endorsements/Coverage Verification:**

All vendors submitting bids must provide binders or certificates of endorsement insurance forms as completed by authorized agent or broker. (Use our forms – attached). Insurance coverage must be placed with an insurance company that has at least a Best A rating. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Champaign County reserves the right to require complete, certified copies of all required insurance policies at any time. If subcontractors are to be utilized, vendors shall include them as insured's and shall furnish separate certificates of insurance and endorsements for each subcontractor.

2. **Adjustments to Insurance Policy:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after twenty (20) days prior written notice by certified mail, return receipt requested, has been given to Champaign County.

3. **Minimum Limits of Insurance:** Vendors shall maintain each category of insurance and its corresponding minimums –

a. **BROAD FORM COMPREHENSIVE GENERAL LIABILITY:**

\$1,000,000 combined single limit **per occurrence** for bodily injury, personal injury and property damage. Contractual Liability, Broad Form Property Damage, Products and Completed Operations Liability insurance is to be carried in sufficient **aggregate value** as to sufficiently cover this project.

Policies are to contain the following provisions:

1. Champaign County, its officials and employees are to be covered as insured's as respects: liability arising out of activities performed by or on the behalf of the vendor; products and completed operations of the vendor, or all automobiles utilized by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to Champaign County, its officials or employees.

2. The vendor's insurance coverage shall be primary insurance as respects Champaign County, its officials and employees. Any insurance issued to Champaign County, its officials or employees shall be in excess of that vendor's insurance and shall not contribute with it.

3. **Minimum Limits of Insurance:**     CONTD.

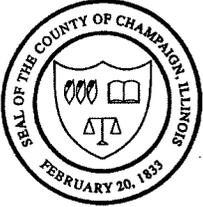
a. **BROAD FORM COMPREHENSIVE GENERAL LIABILITY:**

3. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Champaign county, its officials or employees.

4. The vendors insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. **Automobile Liability Insurance:** Code 1 coverage is required. \$1,000,000 combined single limit per accident for bodily injury and property damage. Policy shall be amended to contain provisions outlined in Section (P) 3.a 1-4 of the Bid Guidelines.

c. **Workers' Compensation and Employers Liability Coverage:** As required by the State of Illinois. The insurer shall agree to waive all right of subrogation against Champaign County, its officials and employees for losses arising from work performed by the vendor for Champaign County.



# CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON  
 URBANA, IL 61802  
 (217) 384-3776  
 (217) 384-3765 – PHYSICAL PLANT  
 (217) 384-3896 – FAX  
 (217) 384-3864 – TDD  
 Website: www.co.champaign.il.us

ADMINISTRATIVE SUPPORT  
 DATA PROCESSING  
 MICROGRAPHICS  
 PURCHASING  
 PHYSICAL PLANT  
 SALARY ADMINISTRATION

## CERTIFICATE OF INSURANCE

RETURN CERTIFICATE TO:  
 ATTN: DENNY INMAN COUNTY ADMINISTRATOR

PROPOSAL: 2005 - 016

This certifies that the following policies have been issued to the insured and are in force at this time.

INSURED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Description of operations/locations/products insured: (Provide Contract Name/Number)

POLICIES & INSURERS	LIMITS	BODILY INJURY	PROPERTY DAMAGE	POLICY NO.	EXP. DATE
WORKERS' COMPENSATION _____ (NAME OF INSURER)	EMPLOYERS LIABILITY: \$				
BEST'S RATING: (CHECK POLICY TYPE) COMPREHENSIVE GENERAL LIABILITY: _____ or COMMERCIAL GENERAL LIABILITY: _____ (NAME OF INSURER)	CLAIMS MADE: OCCURRENCE: EACH OCCURRENCE: AGGREGATE Or COMBINED SINGLE LIMIT: _____ AGGREGATE: _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____		
BUSINESS AUTO POLICY LIABILITY COVERAGE SYMBOL: COMMERCIAL GENERAL LIABILITY: _____ (NAME OR INSURER) BEST'S RATING:	EACH PERSON EACH ACCIDENT: OR COMBINED SINGLE LIMIT: _____ AGGREGATE: _____	_____ _____ _____ _____	_____ _____ _____ _____		
UMBRELLA LIABILITY _____ (NAME OF INSURER)	CLAIMS MADE: OCCURRENCE: _____ OCCURRENCE/ AGGREGATE: _____	_____ _____ _____	_____ _____ _____		

BEST'S RATING:	SELF-INSURED: RETENTION	_____	_____	_____	_____
----------------	----------------------------	-------	-------	-------	-------

THE FOLLOWING COVERAGE OR CONDITIONS ARE IN EFFECT:

YES NO

1. The Agency, it's officials, and employees are named on all liable policies described above as insured's as respects: (a) activities performed for the Agency by or on behalf of the named insured, (b) products and completed operations of the Named insured and (c) premises, owned, leased or used by the Named Insured.		
2. Products and Completed Operations.		
3. Cross Liability Clause (or equivalent wording)		
4. Personal Injury, Perils A, B, and C.		
5. Broad Form Property Damage.		
6. X,C,U Hazards included		
7. Contractual Liability Coverage applying to this Contract.		
8. Liquor Liability.		
9. Coverage afforded the Agency, it's officials, employees and volunteers as Insured applies as primary and not excess or contributing to any insurance issued in the name of the Agency.		
10. Waiver of subrogation from Workers' Compensations insurer.		
11. The undersigned will mail to the Agency 30 days written notice of cancellation or reduction of coverage or limits.		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

\_\_\_\_\_  
Agency or Brokerage

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Address

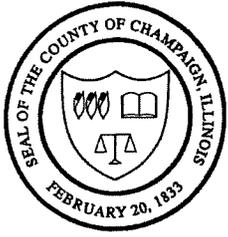
\_\_\_\_\_  
Home Office

\_\_\_\_\_  
Person to be Contacted

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON  
URBANA, IL 61802  
(217) 384-3776  
(217) 384-3765 – PHYSICAL PLANT  
(217) 384-3896 – FAX  
(217) 384-3864 – TDD  
Website: [www.co.champaign.il.us](http://www.co.champaign.il.us)

ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

### PURCHASE ORDER TERMS AND CONDITIONS

1. **SALES TAX:** Champaign County is exempt from paying sales tax.
2. **PRICES:** Upon accepting this order, the seller agrees to furnish upon request a sworn statement that the merchandise is being sold for the lowest price consistent with fair trade practices without rebate. Unless otherwise provided, goods shall be furnished at the prices indicated on this order only. Invoices will be honored for purchase order prices only.
3. **DELIVERY AND ACCEPTANCE:** All deliveries are to be F.O.B. DELIVERED unless otherwise specified in your accepted bid. Vendor shall pre-pay freight and charges shall be part of invoicing. The County reserves the right to refuse any good and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description. Acceptance of any part of the order shall not bind the County to accept further shipments, nor deprive it of the right to return goods at shopper's expense that have already been accepted.
4. **LATE DELIVERIES:** Should shipment of any part of this order be delayed beyond reasonable time, or if any Article should fail to comply with specifications, the County is to have the right to cancel the Purchase Order or to purchase such articles at the market price for immediate delivery And any access in the cost of same over the price shown herein is to be paid by the contractor under this order, or be deducted from any money's now due or hereafter accruing to him from the County.
5. **QUALITY OF GOODS:** Seller guarantees that the good furnished on this order are first class as to material and workmanship and suitable for the purpose for which they are bought and that the merchandise be new unless otherwise specified.
6. **PATENT INFRINGEMENT:** Seller agrees to indemnify the County and hold it harmless from and against all liability, loss, damage, and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the good and payment therefore by the County.
7. **WARRANTY-PRODUCT:** Seller shall not limit or exclude any implied warranties and any

attempt to do so shall render this contract voidable at the option of the County. Seller warrants that the good furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications will govern.

8. **PACKING:** All goods, wrappers and containers must have markings and labels required by applicable federal, state, and municipal laws, and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges for packing, crating, and transportation to F.O.B. point.

9. **DATA:** Seller shall not use or disclose any data, designs, or other information belongs to or supplied by or on behalf of the County, except in the performance of this or other orders for the County. Upon the County's request such data, designs, or other information and any copies thereof shall be returned to the County. Where the County's data designs or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of this provision in its orders.

10. **LABOR DISPUTES:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to the County.

11. Seller guarantees that the design of all equipment being purchased conforms with all regulations of the Federal Occupational Safety and Health Act at the time of delivery. Seller agrees to furnish material Safety Data Sheet (Form OSHA-20) as applicable for hazardous or potentially hazardous product.

12. **INDEMNIFICATION CLAUSE:** Seller agrees to defend, save harmless and indemnify the County, its agent and employees from any loss, cost or damage by reason of Personal Injury or property damage of whatsoever nature or kind arising out of, or as a results of, the Seller's performance of this agreement or breach of warranty by Seller either express or implied..





# CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

## RFP 2005 - 016: Architectural/Engineering Services – Champaign County Courthouse - Masonry Stabilization & Restoration

### SELECTION RATING FORM

FIRM: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

CRITERIA	VALUE	WEIGHT	RATING	SCORE
1. Relevant Project Experience	1 - 5		5	
2. Overall Team Depth/Diversity/Organization	1 - 5		4	
3. Staff/Consultant Qualifications	1 - 5		5	
4. Past Teamwork Experience with Owner/A-E Project Delivery System	1 - 5		3	
5. Commitment to Project Schedule & Budget	1 - 5		3	
6. Technical Capability to Delivery Project	1 - 5		4	
7. Application of Unique/Creative Solutions for Similar Projects	1 - 5		4	
8. Financial/Legal	1 - 5		2	
9. Participation of MBE/FBE on A/E Team	1 - 5		5	
10. Location of Firm	1 - 5		3	
<b>TOTAL SCORE:</b>				

Champaign County Physical Plant  
 Monthly Report -  
 July, 2005  
 (as of July 26, 2005)

	Original Budget Amount	Current Budget Amount	Year to Date Expenditures	Balance	% of Current Budget Spent	Last Month
Commodities	\$73,119.00	\$79,654.00	\$70,214.01	\$9,439.99	88.15%	83.94%
Cths R & M	\$18,839.00	\$33,453.00	\$32,077.61	\$1,375.39	95.89%	97.88%
Downtown Jail R & M	\$24,235.00	\$26,691.00	\$26,533.06	\$157.94	99.41%	81.39%
Satellite Jail R & M	\$28,000.00	\$25,339.00	\$22,070.66	\$3,268.34	87.10%	70.69%
1905 R & M	\$9,000.00	\$34,918.00	\$23,117.62	\$11,800.38	66.21%	63.69%
JDC R & M	\$8,500.00	\$8,266.00	\$8,265.32	\$0.68	99.99%	95.39%
Brookens R & M	\$24,000.00	\$25,199.00	\$23,098.31	\$2,100.69	91.66%	74.60%
Other Bldgs R & M	\$14,780.00	\$13,535.00	\$10,718.55	\$2,816.45	79.19%	76.07%
Gas Service	\$237,000.00	\$237,000.00	\$232,346.22	\$4,653.78	98.04%	93.52%
Electric Service	\$574,000.00	\$561,000.00	\$477,415.67	\$83,584.33	85.10%	75.34%
Water Service	\$27,500.00	\$27,500.00	\$25,225.99	\$2,274.01	91.73%	84.15%
Sewer Service	\$32,500.00	\$32,500.00	\$27,890.32	\$4,609.68	85.82%	81.18%
All other services	\$271,976.00	\$284,791.00	\$263,326.39	\$21,464.61	92.46%	81.90%
Equipment	\$0.00	\$10,172.00	\$10,171.30	\$0.70	99.99%	99.99%
Animal Control Facility	\$231,000.00	\$115,114.00	\$109,911.29	\$5,202.71	95.48%	89.54%

(\$115,886.00 has been transferred to other lines for payment of expenses for Animal Shelter Construction from proper line items)

1  
2  
5

Utilities - Gas by Building

Period	# of days	Courthouse	204 E Main	502 S Lierman	400 S Art Bartell	1905 E Main	1601 E Main	1776 E Washington	1909 E Main	1701 E Main
12/1/04-12/6/04	6			\$1,486.08				\$806.52		
12/1/04-12/14/04	14		\$2,263.10							
12/1/04-12/8/04	8				\$408.88	\$312.48	\$73.68		\$19.28	\$60.24
12/1/04-12/10/04	10	\$3,266.20								
12/6/04-1/4/05	29			\$8,795.77				\$5,469.05		
12/8/04-1/10/05	33				\$2,495.51	\$2,740.65	\$439.89		\$452.74	\$421.52
12/10/04-1/13/05	34	\$15,575.65								
12/14/04-1/18/05	35		\$6,452.65							
1/4/05-2/2/05	29			\$9,988.59				\$5,641.98		
1/13/05-2/10/05	28	\$11,953.10								
1/10/05-2/4/05	25				\$2,018.74	(\$2,740.65)	\$481.80		\$319.16	\$537.20
1/18/05-2/15/05	28		\$5,215.14							
2/2/05-3/7/05	33			\$9,052.70				\$4,268.94		
2/4/05-3/9/05	33				\$1,869.08	\$1,285.58	\$412.90			
2/4/05-3/10/05	34								\$364.86	
2/10/05-3/15/05	33	\$12,100.23								
2/15-3/18/05	31		\$5,265.80							
3/7/05-4/6/05	30							\$3,010.84		
3/9/05-4/8/05	30				\$1,299.44	\$963.65	\$296.27			
3/10/05-4/8/05	29									\$359.19
2/4/05-3/10/05	34								\$290.50	
3/7/05-4/6/05	30			\$7,713.78						
3/15/05-4/13/05	29	\$8,137.74								
3/18/05-4/19/05	32		\$2,556.35							
4/6/05-5/5/05	29			\$5,256.84				\$1,802.70		
4/8/05-5/10/05	32				\$686.05	\$1,030.04	\$165.21		\$84.46	\$157.30
4/13/05-5/13/05	30	\$8,854.92								
4/19/05-5/18/05	29		\$1,677.00							
5/5/05-6/3/05	29			\$7,623.86				\$1,202.22		
5/10/05-6/23/05	44					\$1,377.06			\$47.47	\$80.30
5/10/05-6/7/05	28				\$308.89					
5/10/05-6/24/05	45						\$91.52			
5/13/05-6/23/05	41	\$10,184.40								
6/3/05-6/22/05	19			\$5,984.11						
6/3/05-6/24/05	21							\$407.06		
5/18/05-6/29/05	42		\$928.13							
6/22/05-7/22/05	30			\$2,768.45						
6/23/05-7/26/05	33	\$7,118.25			\$124.76					\$49.77
6/24/05-7/25/05	31						\$59.63			
6/24/05-7/26/05	32							\$415.61		
6/29/05-7/28/05	29		\$689.07							
7/22/05-8/22/05	31			\$6,451.92						
7/25/05-8/23/05	29	\$6,640.22				\$569.79	\$57.17			\$42.09
7/26/05-8/23/05	28				\$54.38					
7/26/05-8/24/05	29							\$629.02		
8/23/05-9/21/05	29	\$8,419.35			\$35.50	\$998.52	\$59.63			\$55.75
8/24/05-9/23/05	30							\$619.54		
<b>TOTAL TO DATE</b>		<b>\$92,250.06</b>	<b>\$25,047.24</b>	<b>\$65,122.10</b>	<b>\$9,301.23</b>	<b>\$6,537.12</b>	<b>\$2,137.70</b>	<b>\$24,273.48</b>	<b>\$1,578.47</b>	<b>\$1,763.36</b>
<b>LAST YEAR TO THIS DATE</b>		<b>\$82,993.29</b>	<b>\$18,569.13</b>	<b>\$46,763.16</b>	<b>\$9,899.89</b>	<b>\$10,167.47</b>	<b>\$1,818.95</b>	<b>\$23,138.17</b>	<b>\$1,524.35</b>	<b>\$1,943.21</b>

126

Average # of terms used per day - this year  
Average # of terms used per day - last year

55.34  
49.29

Utilities - Electric

Period	# of Days	Courthouse	204 E Main	502 S Lierman	400 S Art Bartell	1905 E Main	1601 E Main	1776 E Washington	Nite Lites	1909 E Main	1701 E Main
12/1/04-12/6/04	6			\$1,083.78				\$1,285.35			
12/1/04-12/14/04	14		\$2,983.26								
12/1/04-12/8/04	8				\$549.84	\$619.76	\$51.44			\$43.28	\$13.68
12/1/04-12/10/04	10	\$3,650.40									
12/6/04-1/4/05	29			\$5,480.79				\$6,636.29			
12/8/04-1/10/05	33				\$2,288.74	\$2,470.91	\$220.03			\$172.46	\$51.42
12/10/04-1/13/05	34	\$11,298.76									
Ending 12/29/04									\$114.99		
12/14/04-1/18/05	35		\$6,451.83								
Ending 1/28/05									\$114.99		
1/4/05-2/2/05	29			\$6,437.00				\$7,450.37			
1/13/05-2/10/05	28	\$11,810.60									
1/10/05-2/4/05	25				\$2,205.39	\$2,052.41	\$208.31			\$163.50	\$48.44
1/18/05-2/15/05	28		\$5,227.98								
Ending 2/28/05									\$7.51		
2/2/05-3/7/05	33			\$7,205.27				\$8,229.60			
2/4/05-3/9/05	33				\$2,680.97	\$2,489.68	\$202.43				
2/4/05-3/10/05	34										
2/10/05-3/15/05	33	\$12,645.66								\$193.33	
2/15-3/18/05	31		\$6,006.91								
Ending 3/31/05	31										
3/7/05-4/6/05	30							\$8,173.50	\$114.79		
3/9/05-4/8/05	30				\$2,410.63	\$2,424.07	\$200.91				
3/10/05-4/8/05	29										
2/4/05-3/10/05	34										\$32.02
3/7/05-4/6/05	30			\$6,934.52						(\$7.70)	
3/15/05-4/13/05	29	\$13,781.97									
3/18/05-4/19/05	32		\$6,702.57								
Ending 4/28/05											
4/6/05-5/5/05	29								\$114.79		
4/6/05-5/5/05	29			\$6,963.52				\$9,011.56			
4/8/05-5/10/05	32					\$2,921.33	\$194.06			\$76.68	\$45.58
4/8/05-5/10/05	32				\$2,477.14						
4/13/05-5/13/05	30	\$16,081.22									
4/19/05-5/18/05	29		\$6,219.77								
Ending 5/25/05											
5/5/05-6/3/05	29			\$10,525.18				\$9,562.70	\$114.79		
5/10/05-6/23/05	44					\$5,083.07				\$99.11	\$68.60
5/10/05-6/7/05	28				\$4,344.36						
5/10/05-6/24/05	45						\$349.69				
5/13/05-6/23/05	41	\$28,978.98									
6/3/05-6/22/05	19			\$5,725.26							
6/3/05-6/24/05	21							\$8,554.36			
Ending 6/27/05									\$114.79		
5/18/05-6+/29/05	42		\$10,019.97								
6/22/05-7/22/05	30			\$16,336.36							
6/23/05-7/26/05	33				\$3,647.17						
6/23/05-7/25/05	32	\$26,698.16				\$3,997.90					
6/24/05-7/25/05	31						\$394.86				\$51.80
6/24/05-7/26/05	32							\$14,851.89			
Ending 7/26/05									\$114.79		
6/23/05-7/25/05	32										
6/29/05-7/28/05	29		\$8,043.98							\$416.62	
7/22/05-8/22/05	31			\$16,264.05							

128



Building Grounds Maintenance work hour comparison

Weekly Period	Repair & Maintenance	Scheduled Maintenance	Nursing Home	Special Project	TOTAL
March 13-19, 2005	202.5	11.0	12.0	147.0	372.5
March 20-26, 2005*	127.0	58.5	2.0	107.0	294.5
March 27-April 2, 2005	131.5	15.0	2.0	127.0	275.5
April 3-9, 2005	118.5	3.0	2.5	122.0	246.0
April 10-16, 2005	213.0	8.0	2.5	127.5	351.0
April 17-23, 2005	267.0	7.0	26.0	81.0	381.0
April 24-30, 2005	182.5	90.5	1.0	109.0	383.0
May 1-7, 2005	231.0	10.0	3.0	52.0	296
May 8-14, 2005	204.0	2.0	0.0	67.5	273.5
May 15-21, 2005	250.0	0.0	5.0	89.0	344
May 22-28, 2005	166.5	4.0	0.0	190.5	361.0
May 29 - June 4, 2005*	108.0	0.0	0.0	133.0	241
June 5-11, 2005	203.5	11.0	6.0	160.0	380.5
June 12-18, 2005	158.5	19.0	13.5	198.0	389
June 19-25, 2005	159.5	0.0	17.0	188.0	364.5
June 26-July 2, 2005	147.0	0.0	5.5	199.0	351.5
July 3-9, 2005*	114.5	0.0	4.0	138.0	256.5
July 10-16, 2005	226.5	3.0	0.0	179.0	408.5
July 17-23, 2005	190.5	13.0	17.0	162.5	383.0
July 24-30, 2005	197.0	0.0	2.5	114.0	313.5
July 31-August 6, 2005	160.3	4.0	6.0	150.0	320.25
August 7-13, 2005	199.5	7.0	2.5	164.0	373
August 14-20, 2005	170.5	2.0	2.5	134.5	309.5
August 21-27, 2005	152.8	28.0	4.0	137.5	322.25
August 28-Sept 3, 2005	139.5	5.0	5.5	103.5	253.5
Sept 4-10, 2005*	113.0	20.0	0.0	79.0	212
Sept 11-17, 2005	232.3	8.5	14.0	111.5	366.25
Sept 18-24, 2005	200.5	13.5	2.0	121.5	337.5

\*week includes a holiday  
 One work week: 395.0 hours

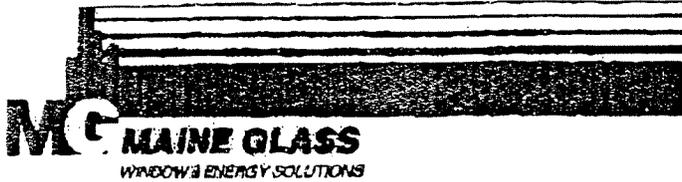
There are currently 330.52 comp time hours earned and available to the maintenance staff

Total comp time hours earned in FY05 to date- 661.39

Total spent to date on overtime in FY05 - \$2,351.02 (average hourly salary being paid OT - \$15.46/152 hours average)

Prepared by: Ranae Wolken  
 10/5/2005

Aug 17 2005 11:13AM Maine Glass



PO Box 1119, Park Ridge, IL 60068  
847-825-6975 FAX: 847-825-6977

**Date: 8/12/2005**

**Facsimile Transmittal**

**Pages:** 1 of 4 (including cover page)

**From:** Dan Duerkop

**To:** Bill Keller  
911 Unit

**Phone:** 217-333-8000

**Fax:** 217-384-3794

---

**Subject:** Contract for Blast Protection Windows- Please sign and fax back-

---

Aug 17 2005 11:13AM Maine Glass

**MAINE GLASS CORPORATION**  
**CONTRACT FOR PURCHASE AND INSTALLATION OF INSULATING WINDOW SYSTEM**

This Contract is made as of August 12, 2005, by and between EOC, Urbana, IL address: 1905 E. Main Street, Urbana, IL ("Purchaser") and MAINE GLASS CORPORATION, an Illinois corporation, whose address is PO Box 1119, Park Ridge, Illinois 60068 ("Contractor").

**RECITALS:**

A. Contractor is a distributor of the insulating window system manufactured by Therm-O-Loc, an Indiana corporation ("Therm-O-Loc") and known as Therm-O-Lite ("Window System").

B. Purchaser desires to have the Window System installed by Contractor in its building which is commonly known as EOC, Urbana, IL (the "Project"), at the address: 1905 E. Main Street, Urbana, IL, on the terms and conditions herein set forth (the "Work").

NOW, THEREFORE, the parties covenant and agree as follows:

1. Purchaser agrees to purchase the Window System for installation in the Project, and Contractor agrees to install the Window System in the Project, for the contract price of \$12,000.00 (the "Contract Price"). The Contract Price includes all freight, shipping and insurance. The Contract Price is subject to adjustment as provided herein and shall be payable as follows:

a. Entire amount due within 45 days of completion.

2. The specifications for the Window System that have heretofore been approved by Purchaser for the Project are listed on Attachment "A" (the "Project Specifications"). The Window System shall be installed in accordance with the Project Specifications, applicable federal, state and local laws and such reasonable rules and regulations as may govern the conduct of work within the Project. Any such rules and regulations have heretofore been furnished to Contractor. Contractor shall be responsible for all field measurements and elevations. Purchaser shall provide surveys, drawings and other data and services with respect to the Project as may be reasonably necessary for Contractor to perform the Work as provided for herein.

3. Once estimated delivery dates for the Window System have been established by Therm-O-Loc, Contractor shall prepare and submit to the Purchaser for its approval an installation schedule for the Window System (the "Project Schedule"). Once approved, Contractor shall use reasonable efforts and exercise due diligence to install the Window System in accordance with the Project Schedule. The Project Schedule will be adjusted to reflect changes made in the Work and delays and hindrances not the fault of Contractor, including, but not limited to, production or delivery delays occasioned by Therm-O-Loc.

4. a. The Contract Price shall be payable to Contractor pursuant to requests for payment in form satisfactory to Purchaser. Contractor's requests for payment in subparagraphs 1a. and 1b. above shall be accompanied by Contractor's sworn statement, waivers of lien conditioned upon receipt of current payment and such further documentation as Purchaser shall reasonably require. For purposes of this Contract, "Substantial Completion" means complete, except for items of a minor nature that do not affect the functioning or use of the Window System. The parties will acknowledge in writing the date Substantial Completion is achieved. No payment by Purchaser to Contractor shall constitute acceptance of any defective materials or faulty installation.

b. All sums not paid to Contractor within (5) days from when due shall bear interest at the rate of 12% per year or the maximum rate of interest permitted by applicable law, whichever is more. If Purchaser fails to remit any payment within the time period provided for herein, Contractor shall be entitled to stop the Work until all amounts then due and owing to Contractor shall have been paid in full. Purchaser acknowledges that the Work performed pursuant to this Contract is lienable under the Mechanic's Lien law of the State where Project is located. Contractor's rights pursuant to this Paragraph 4 are without limitation of any other rights or remedies of Contractor at law or in equity.

c. Changes to the Work requested by Purchaser shall be in writing and all increased costs incurred by Contractor as a result of such changes shall be paid by Purchaser. The Contract Price shall be adjusted by agreement in writing between Purchaser and Contractor at the time such changes are made. Absent such agreement, Contractor shall have no obligation to undertake such changes.

5. a. The Window System itself is being warranted in favor of Purchaser by Therm-O-Loc in accordance with Attachment "B" ("Therm-O-Loc Warranty"). Any warranty claims relating to the Window System shall be the sole responsibility of Therm-O-Loc and shall be adjusted by Purchaser directly with Therm-O-Loc. However, warranty service under the Therm-O-Loc Warranty may be performed by Contractor on behalf of Therm-O-Loc.

b. The installation of the Window System is hereby warranted to Purchaser by Contractor against defects due to faulty installation as shall appear (and of which Contractor is given notice) within the one year period from the date of Substantial Completion of the Work. Contractor shall promptly correct any such defects due to faulty installation at no cost to Purchaser and as Purchaser's sole remedy. Faulty installation shall, in no event, include factors beyond Contractor's control, such as defects covered by the Therm-O-Loc Warranty, abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation and normal wear and tear under normal usage. Contractor's warranty hereunder excludes incidental and consequential damages to the fullest extent permitted by law. Any warranty claims relating to installation of the Window System shall be adjusted by Purchaser directly with Contractor. "Purchaser" shall mean only the person for whom the Window System is originally installed.

c. Except to the extent expressly provided in Subparagraph b. above, Contractor HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY.

6. Purchaser represents that a) Purchaser owns the Project and has full power and authority to execute, deliver and perform the terms of this Contract, "A". b) Responsibility for cleaning of prime windows and window area is that of purchaser. c) Purchaser will make all areas in and around windows free of any obstructions and easily accessible to install windows causing no delays. d) Any delays caused by purchaser will be purchaser's responsibility.

7. a. Prior to commencement of the Work, Contractor shall provide to Purchaser certificates of insurance evidencing workers' compensation insurance with limits as required by applicable law and comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and/or death, and limits of not less than \$500,000 each occurrence and in the aggregate for property damage. Such certificates of insurance shall name the Purchaser as an additional insured and shall provide that the underlying policy will not be canceled or materially altered except after at least ten (10) days' advance written notice to Purchaser.

b. Purchaser shall provide and maintain a secured area within the Project for storage of materials to be incorporated into the Work. Risk of loss for such materials once delivered to the Project, and for Work once installed, shall be borne by Purchaser.

c. Purchaser and Contractor waive all rights against each other for damages caused by fire or other perils.

8. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to the Project and to property of occupants of the Project, including but not limited to furniture, furnishings and other belongings of such occupants. Contractor shall promptly remedy damage and loss to such property at the site to the extent caused by Contractor.

9. Purchaser shall pay and be responsible for all permits and licenses required in connection with the Work. During and for the performance of the Work, Contractor may use utilities, elevators and any other hoisting facilities within the Project at no additional charge to Contractor. Contractor will keep the portions of the Project in which Work is being performed in a clean and orderly manner and shall be responsible for the clean-up and removal of all rubbish generated by Contractor's operations.

10. All notices or other communications required or permitted hereunder shall be in writing and shall be sent to the respective addresses set forth above by registered or certified mail, postage prepaid, return receipt requested and shall be effective upon receipt or refusal.

11. This Contract represents the entire understanding of the parties hereto with regard to the subject matter hereof and may be amended only by a written agreement executed by Purchaser and Contractor. No waiver of any provision of this Contract shall be valid unless in writing, and no such waiver shall constitute a waiver of any other provision hereof or of the same provision at a different time. Contractor and Purchaser agree to execute and deliver such additional documents as may be reasonably required to carry out the terms and intent of this Contract or to comply with applicable laws.

12. If any provision of this Contract or the application thereof to any person or situation shall be held invalid and unenforceable, the remainder of said Contract, and the application of such provision to other persons or situations shall not be affected thereby but shall continue to be valid and enforceable to the fullest extent permitted by law. In the event of any legal proceedings between the parties with respect to this Contract, the prevailing party shall be entitled to reimbursement for reasonable legal fees and court costs.

13. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. The foregoing shall not limit Contractor's right to subcontract all or any part of the Work to reputable, qualified subcontractors, nor shall it limit Contractor's right to assign this Contract, without consent of Owner, to a purchaser of the ownership interests in Contractor or to a purchaser of substantially all the assets of Contractor.

14. This Contract shall be governed by the law of the place where the Project is located.

15. Notwithstanding any other provision to the contrary, Purchaser agrees, for itself and its successors and assigns, that if Contractor defaults hereunder, it may proceed against Contractor and obtain a judgment against Contractor, but such judgment shall be subject to levy and execution only against the corporate assets of Contractor. It is agreed by Purchaser that assets of a stockholder (or officer, director, employee or agent) shall not be deemed an asset or property of Contractor, and that no recourse shall be had against any of such stockholder (or officer, director, employee or agent) in Contractor or any other person or entity, other than Contractor, for the satisfaction of any obligation or for any claim arising out of or in respect to the Contract. Any such right or recourse is hereby expressly and irrevocably waived and renounced by Purchaser, for itself, its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract as of the day and year first above written.

CONTRACTOR: MAINE GLASS CORPORATION,

an Illinois Corporation.

By: [Signature]

Name Printed: Daniel W. Duerksen

Title: Principal

Date: November 19, 2004

PURCHASER: EQS, Urbana, IL

By: [Signature]

Name Printed: Bill Keller

Title: Director

Date: 8/17/05

**Attachment "A"**

**Product Specifications**

- ✔ Total of (15) Series 2000 Blast Resistant Window Systems.
- ✔ All frames are to be manufacturer's standard white frames.
- ✔ All glass to be 5/16" Laminated Annealed Glass.
- ✔ All windows to be installed inside the return of the existing windows.

**Quantities and Sizes**

15 Units (24" w X 63" h)

*Handwritten initials*

Tuesday, July 19, 2005

Greg Abbott  
911 Unit  
1905 E. Main Street  
Urbana, IL 61802

*RE: Quote for Interior Insulating Units for the Urbana Metcad Emergency*

Dear Greg:

Proposal pricing is for Maine Glass Series 2000 Blast Resistant fixed lites White Aluminum with 5/16" laminated tempered glass with and with out between the glass blind options. All pricing numbers below are based on the window quantities listed below.

Units with between the glass Blind option

MG BR (24" w. x 63" h) 5/16" Laminated Tempered	\$920.00 per unit	x14	\$12,880.00
<b>Total delivered and installed:</b>			<b>\$12,880.00</b>

Units without between the glass Blind option

MG BR (24" w. x 63" h) 3/16" Laminated Tempered	\$800.00 per unit	x14	\$11,200.00
<b>Total delivered and installed:</b>			<b>\$11,200.00</b>

**Installation Labor.** The additional option price for Installation Labor complies with prevailing wage rates, does not include union labor, and includes a one-year warranty on all workmanship. Specialty situations where mullions or extra work is involved, installation and manufacturing costs may increase. This price assumes that we will be provided adequate storage space and easy access to all window openings.

**Between-the-Glass Blinds.** Installed between the existing and the new Maine windowpanes of glass. These high quality no maintenance blinds are not subject to the cleaning, repair, and replacement costs associated with traditional window coverings.

**Terms.** All product and delivery charges are included. Executed contracts and a deposit of one-half of the purchase price are necessary to begin an order. Remaining one-half of purchase price is due upon contract completion. There is a five-year warranty on all product. Purchaser will agree to provide adequate storage space and easy access to all window openings.

**Lead Time.** Maximum twelve weeks from time the time order is placed until all product is delivered to jobsite.

I look forward to speaking with you soon.

Sincerely,  
MAINE GLASS

Dan Duerkop

## Alan Reinhart

---

**From:** bill keller [esdacmi@ureach.com]  
**Sent:** Friday, September 16, 2005 12:30 PM  
**To:** Alan Reinhart  
**Subject:** Blast windows

Allen I have contacted two other possible vendors for the blast windows at 1905 1. Total Shield 1-505-281-1239 and OPEC Wall Life Shield 1-887 242-6287 and was told they did not make such a product. so let me know if we can go ahead with the 1 quote I have. Thanks Bill

---

Get your own "800" number  
Voicemail, fax, email, and a lot more  
<http://www.ureach.com/reg/tag>



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES  
Planning Division  
400 S. Vine  
Urbana, IL 61801  
(217) 384-2440

October 4, 2005

**NOTICE OF PUBLIC HEARING IN REGARD TO A PROPOSED SPECIAL USE PERMIT**

To Whom It May Concern:

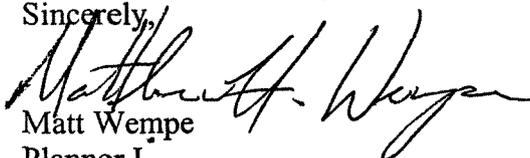
Your property is within 250 feet of a parcel that is being considered for a special use permit by the Urbana Plan Commission. A public hearing will be held by the Plan Commission on **Thursday, October 20, 2005 at 7:30 P.M.** in the Urbana City Council Chambers, 400 S. Vine Street, Urbana, Illinois, at which time and place the Commission will consider **Plan Case 1961-SU-05**: A request to allow a media tower in the B-4, Central Business Zoning District. The petitioner wishes to erect a 35 foot tall antenna and tower on top of the IMC building. Section V-11.Q of the Urbana Zoning Ordinance states that an antenna and tower in the B-4 Zoning District is required to obtain a special use permit.

The subject property is located at 202 South Broadway in Urbana, IL and is zoned B-4, Central Business. Pursuant to the Urbana Zoning Ordinance, the Plan Commission may either recommend approval or denial of the special use request. The Urbana City Council will grant final approval or denial of the special use request at their regular meeting on **Monday, November 7, 2005 at 7:00 P.M.** in the Urbana City Council Chambers.

Because you are a nearby property owner, the Plan Commission would especially welcome your comments at the hearing, or in writing if received prior to the hearing.

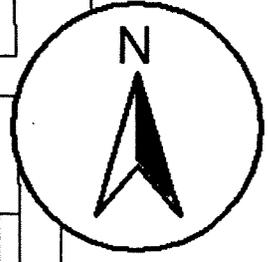
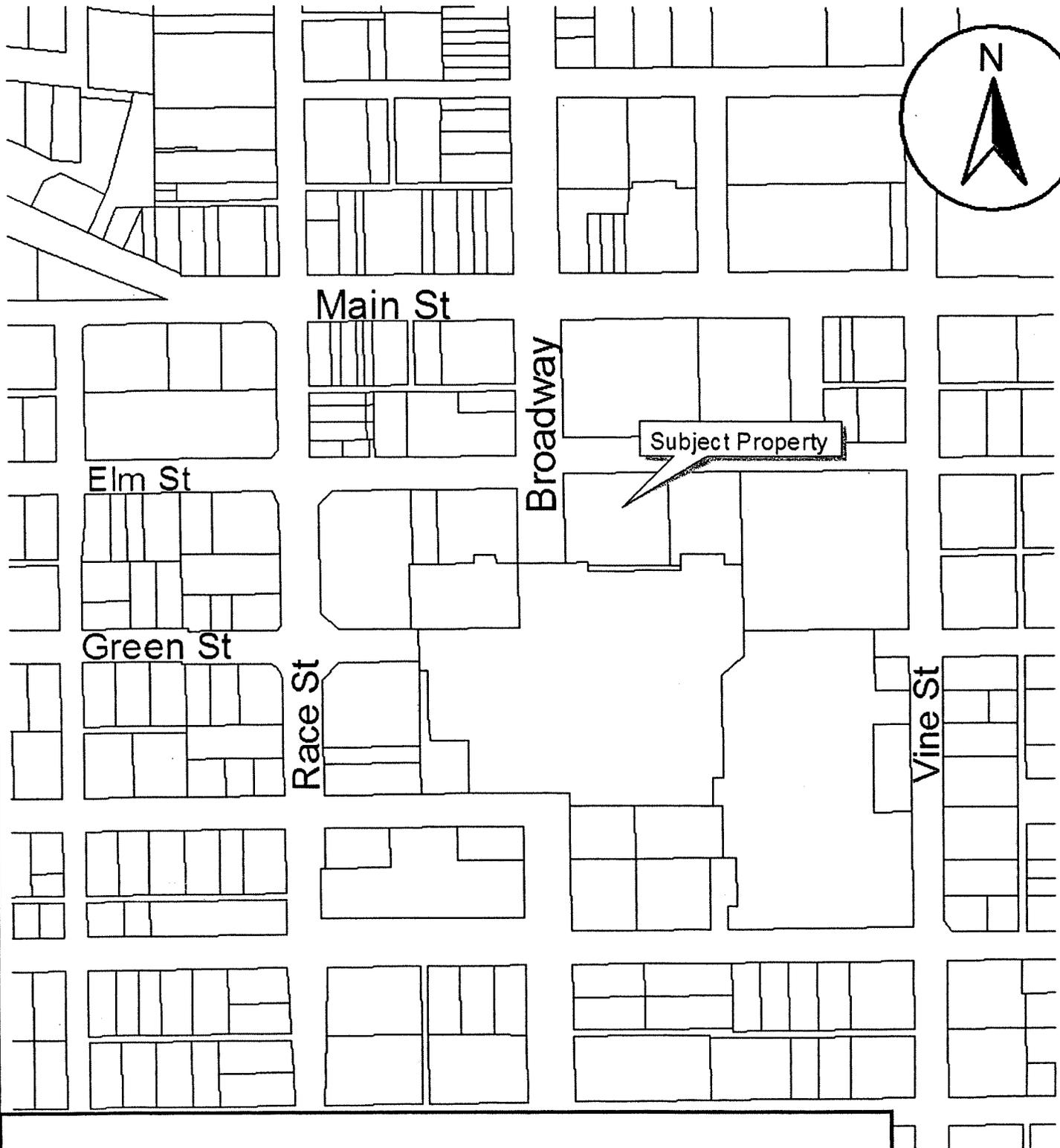
Persons with disabilities needing services or accommodations for this hearing should contact the Community Development Services Department at 384-2444, or the City of Urbana's Americans with Disabilities Act Coordinator at 384-2466, or TTY 384-2360. If you have any questions concerning this request, please contact my office at (217) 384-2440.

Sincerely,

  
Matt Wempe  
Planner I

# Location Map

# Exhibit "A"



Subject Property



ZBA Case: 1961-SU-05  
Petitioner: Independent Media Center  
Location: 202 S. Broadway  
Zoning: B-4. Central Business  
Description: Allow media tower in B-4 Zoning District