



CHAMPAIGN COUNTY BOARD COMMITTEE AGENDA

COUNTY FACILITIES

Thursday, November 17, 2005 – 6:30 p.m.

Meeting Room 2, Brookens Administrative Center

CHAIR: Steve Beckett

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

AGENDA ITEM

I CALL TO ORDER

II APPROVAL OF AGENDA/ADDENDUM

III PUBLIC PARTICIPATION

IV CHAMPAIGN COUNTY NURSING HOME:

- A. Main Extension Agreement and Amendment to Main Extension Agreement between Champaign County and Illinois-American Water Company for the new Champaign County Nursing Home. 1-13
- B. Standard Form of Agreement between Owner and Architect between Champaign County and IGW Architecture for the reuse/conversion study of the existing County Nursing Home Facility. 14-24

V. COURTHOUSE:

- A. Membership adjustment to RFP: 2005-016, A/E Services for Champaign County Courthouse Masonry Stabilization and Restoration Project, Evaluation Team due to conflict of interest.

VI OTHER BUSINESS

VII ADJOURNMENT

*Champaign County
Administrative Services
1776 East Washington
Urbana, IL 61802
(217) 384-3776*

*Barbara Wysocki
County Board Chair
Denny Inman, Del Busey
County Administrators*

No. _____

**MAIN EXTENSION AGREEMENT
ILLINOIS-AMERICAN WATER CORPORATION
EASTERN DIVISION, CHAMPAIGN DISTRICT**

THIS AGREEMENT made and entered into this _____ day of _____, 2005 between **THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS**, hereinafter referred to as the "Applicant" and **ILLINOIS-AMERICAN WATER COMPANY**, hereinafter referred to as the "Company,"

WITNESSETH:

For and in consideration of the covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties hereto as follows:

1. Applicant hereby applies to the Company for an extension of water mains to be located and installed to serve the **NEW CHAMPAIGN COUNTY NURSING HOME** located in the **City of Urbana, Champaign County, State of Illinois** as Follows:

THE CHAMPAIGN COUNTY NURSING HOME SITE LOCATED IN THE SOUTHEAST CORNER OF CHAMPAIGN COUNTY'S EAST CAMPUS LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS.

{The installation will include an 8-inch diameter main extension from the southwest corner of the New Nursing Home site westerly, along Art Bartell Drive to an existing 12-inch diameter water main along Lierman Avenue to complete a distribution loop through Champaign County's East Campus Property.}

For a total of approximately **{1,150}** feet and a total estimated cost, including overheads, of **{FORTY-ONE THOUSAND EIGHT HUNDRED DOLLARS}** (**\$41,800**) in order to supply-1 customer who will attach to the main extension.

2. The Company agrees to contribute as its share of the construction cost the sum of Zero Dollars (\$0), comprising an amount equal to (a) one and one-half (1-1/2) times the Company's estimate of the first year's revenue to be received from such customers who immediately will attach to the extension, which amount is Zero Dollars (\$0), and (b) the amount of **ZERO Dollars (\$0.00)**, being the difference between the estimated cost of *[1,150]* feet of *[EIGHT] (8)* inch water main installed and *[ONE THOUSAND ONE HUNDRED FIFTY]* feet of eight (8) inch main installed.

3. The Applicant will, simultaneously with the execution and delivery of this Agreement, pay to the Company the sum of **ZERO Dollars (\$0.00)**, being the difference between the total estimated cost of the said main extension and the amount, if any, to be contributed by the Company pursuant to Paragraph 2 above. The said amount so paid by the Applicant shall be retained by the Company without interest.

4. The Company will proceed with due diligence to make the said extension. If after completion and ascertainment of the entire cost thereof, it shall appear that such entire actual cost is less than the total estimated cost, the Company will forthwith repay to the Applicant the difference between such entire actual cost of said extension less the amount contributed by the Company as its share of the construction costs and the amount paid by the Applicant. If the actual cost of an eight (8) inch main so determined exceeds the Applicant's deposit, Applicant shall pay the difference to the Company immediately in cash. If, in connection with the aforesaid extension, at the Company's request and for a purpose other than the Applicant's service requirements a main larger than eight (8) inches in diameter is to be installed, the Company shall pay the additional cost of the larger main. The difference between the cost of the larger main and the cost of an eight (8) inch main shall initially be determined on the basis of the Company's estimate of the cost of installation of an eight (8) inch main. In such cases, the determination of the actual cost of the installation of an eight (8) inch main for the purpose of determining the payment or refund provided for in this paragraph shall be based on the following formula:

Actual cost of larger main installed divided by estimated cost of larger main installed times the estimated cost of an eight (8) inch main installed equals the actual cost of an eight (8) inch main installed.

If the actual cost of an eight (8) inch main so determined exceeds the Applicant's deposit, Applicant shall pay the difference to the Company immediately in cash. If the actual cost is less, the difference shall be refunded to the Applicant by the Company.

5. The Company further agrees that, upon completion of the first yearly billing period of the immediate new commercial, industrial or other non-residential customers considered above, it shall repay to the Applicant one and one-half (1-1/2) times the difference between the annual revenue originally estimated for such customers and the actual revenue received by the Company for such customers, provided the actual revenue is greater than the estimated revenue. If actual revenue is less than the estimated revenue, the difference shall be used as an offset against revenues which would otherwise become the basis for refund from

additional new customers, providing such potential exists.

6. The Company further agrees that it shall make refunds to the Applicant to be determined by multiplying by one and one-half (1-1/2) the average annual residential revenue for each additional new residential customer and by multiplying by one and one-half (1-1/2) the actual first year's billing for each new commercial, industrial and other non-residential customers who shall attach to and take service from the extension within ten (10) years from the date of completion of such extension, provided such additional new customers shall make application for Regular Metered Water Service Connections.

7. Total refunds to be made by the Company under this Agreement shall in no event exceed in the aggregate the amount paid to the Company by the Applicant for the extension. No interest shall be payable by the Company on the Applicant's advance or any unrefunded balance thereof.

8. On or after ten (10) years from the date of completion of such extension, all rights of Applicant to refunds, as provided for in Paragraphs 5 through 7 above, shall cease and terminate and any amounts not then refunded shall belong to and be retained by the Company.

9. If the extension abuts property which the Applicant does not own or have an interest in, the Company shall prorate the cost of the extension on a front-foot basis, and if during the term of this Agreement, the Owner or occupant of such property requests water service, the Company shall collect from such new Applicant an amount equal to his pro rata cost of the extension less one and one-half (1-1/2) times the estimated annual revenue to be received from such new Applicant. The Company shall refund money so collected to the original Applicant. Ten (10) years from the date of completion of this extension, all rights of the original Applicant to refunds under this paragraph shall terminate unless specifically agreed to in a separate agreement.

10. Except as provided in Paragraphs 4, 5, 6 and 9, the Company shall make no refunds of the advance, or any portion thereof, paid by the Applicant under Paragraph 3.

11. The Company shall determine the necessary size, location, and characteristics of the main and of all valves, fittings, and other appurtenances thereto. The Company shall make an estimate of the cost of the proposed extension including mains, valves, fittings, all other appurtenances and materials, and all other costs such as labor, permits, etc., including the Company's expenses for supervision, engineering, insurance, taxes, tools, equipment, accounting, and other overhead expenses. The determination of the Company with respect to the necessary size and characteristics of the mains, valves, fittings, other appurtenances, and materials shall be final.

12. All mains, valves, fittings, and other appurtenances or materials installed in accordance with this Agreement shall be and remain the sole property of the Company.

13. The Company reserves the right to further extend its water mains from and beyond each water main extension made under this Agreement, and the person paying for the original extension under this Agreement in the manner provided for shall not be entitled to a

refund for additional new customers of the Company attached to any such further extension, except and unless water service was available in the public highway and adjacent and available to the premises and to the structure or other point of service on the premises of such customer from the original extension made by the Company pursuant to this Agreement, in which case Applicant who paid for the original extension shall be entitled to receive any refund due on account of such customer.

14. This Agreement and any rights to refund hereunder shall not be assignable or assigned by the Applicant without the prior written consent of the Company thereto.

15. This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

16. This Agreement is subject to the grant by the Illinois Commerce Commission of any certificate of public convenience and necessity or other approval that may be required under the law and the grant of all necessary permits and approvals from other regulatory agencies and governmental authorities having jurisdiction. Applicant agrees to cooperate with the Company in obtaining such permits and approvals.

IN WITNESS WHEREOF, the Applicant has signed and sealed this Agreement and the Company has caused this Agreement to be executed in its behalf by its _____ President and attested by its _____ Secretary, and its corporate seal thereto attached, the day and year first hereinabove written.

APPLICANT (AS AN INDIVIDUAL):

(Signature)

(Printed Name)

APPLICANT (AS A CORPORATION OR TRUST):

By:

(Signature)

(Print Name)

Its _____
(Title)

(SEAL)
ATTEST:

By: _____

Its _____
(Title)



ILLINOIS-AMERICAN WATER COMPANY

By:

Its

(Title)

(SEAL)
ATTEST:

By: _____

Its _____ Secretary

**AMENDMENT TO MAIN EXTENSION AGREEMENT
ILLINOIS-AMERICAN WATER COMPANY
EASTERN DIVISION, CHAMPAIGN DISTRICT**

THIS AMENDMENT TO MAIN EXTENSION AGREEMENT made and entered into this ____ day of _____, 2005, between *THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS*, (Developer") and *ILLINOIS-AMERICAN WATER COMPANY* ("Company"),

WHEREAS, Developer and the Company entered into a Main Extension Agreement ("Agreement") for *THE NEW CHAMPAIGN COUNTY NURSING HOME*, _____ dated _____, 2005; and

WHEREAS, pursuant to Paragraph 3 of the Agreement, Developer is required to make a cash payment for construction of certain water facilities; and

WHEREAS, in lieu of making the cash payment, Developer desires to construct these facilities to coordinate with Developer's development construction activities.

WITNESSETH:

For and in consideration of the covenants and agreements herein contained the parties amend the Agreement as Follows:

1. Developer shall construct, at Developer's expense, all mains, valves, and appurtenances thereto provided for in the Agreement necessary for the Company to provide adequate water service from existing public streets, public roads, other public ways, and/or easements to all structures to be located on a parcel of land, hereinafter referred to as the "Development," legally described on Exhibit A attached hereto.

2. All plans, specifications, and construction shall be in accordance with Illinois-American Water Company requirements for labor and materials, with the Company's plan for the area, and with all rules, regulations, and requirements of the Company and regulatory agencies asserting jurisdiction. All plans and specifications shall have all necessary approvals in writing from all necessary agencies and the approval in writing of the Company before any construction is commenced. Plans and specifications as approved by the Company for water facilities to be constructed hereunder will be herein incorporated by reference and made part of this Agreement when so approved and as if set out in full herein.

3. Developer and the Company agree that construction hereunder may proceed in "Units" or "Phases," and that all of the terms and conditions of this Amendment and the Agreement shall apply to construction by Developer and to each such Unit or Phase to the same extent as the terms and conditions apply to construction by Developer for the entire development.

4. Developer shall obtain all requisite permits, easements, and approvals in advance of construction. Such easement shall be in a form acceptable to the Company. Developer shall provide all engineering, plans and specifications, materials, transportation, equipment, power, labor, supervision, testing, insurance, bonds, and all else required to construct and place into satisfactory operation all water mains, valves, and appurtenances thereto within the development to connect to the Company's existing facilities.

5. Developer agrees to furnish the Company, within sixty (60) days after completion of construction in each Unit or Phase of the development, "as-built" drawings certified as to correctness by an engineer registered in the State of Illinois showing by measurement the locations of all water mains, valves, and service connections to all structures served from facilities constructed pursuant to this Amendment and the Agreement.

6. Developer shall comply with the inspection and testing requirements of the Company, which requirements shall be reasonable and shall not cause Developer any unwarranted material delays in the ordinary course of construction. Developer shall promptly notify the Company when facilities under construction are ready for inspection and testing, and the Company shall inspect promptly after being so notified. The company specifically reserves the right to withhold approval and to forbid connection of any of the facilities constructed pursuant to this Amendment and the Agreement to any part of the Company's then existing system unless such facilities have been constructed in accordance with the plans and specifications approved by the Company. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by the Company made subsequent to inspection by the Company. Inspection and approval of facilities by the Company shall not waive any right of the Company under this Amendment and the Agreement.

7. Developer and the Company agree that, during the construction by Developer hereunder, the Company may provide and Developer shall pay for and cooperate with an inspector reporting to the Company regarding compliance with the plans and specifications under which said construction is performed. An invoice for the estimated cost of inspection shall be paid by Developer in advance of the commencement of construction.

8. All materials installed, facilities constructed, and equipment provided by Developer in connection with construction of facilities under this Amendment and the Agreement, and the completed facilities, shall become the sole property of the Company as installed, and full legal and equitable title thereto shall be then vested in the Company, free and clear of any liens, without the requirement of any written document of transfer to the Company or acceptance by the Company. Developer agrees to execute or cause to be executed promptly such documents as counsel for the Company may request to evidence good and merchantable title to said facilities free and clear of all liens. Developer's failure to provide such documentation within thirty (30) days of the Company's request shall give the Company the right to refuse service to the Developer.

9. Developer guarantees all construction, materials, and workmanship provided under this Amendment and the Agreement for one (1) year after final acceptance by the Company. Developer warrants that all construction, materials, and workmanship provided under this Agreement will be completed substantially in accordance with the plans and specifications for said facilities as approved by the Company. In addition, Developer shall assign to the Company all warranties from suppliers of installed materials and facilities.

10. Developer shall pay for the repair by others of all water main breaks, hydrant damage, and any other damage to the Company's water facilities and appurtenances thereto attributable directly or indirectly to construction by or for Developer, any of its corporate affiliates or subcontractors during the period of time terminating one (1) year after all construction by or for Developer, any of its corporate affiliates or subcontractors in the development has been completed and accepted, in writing, by the Company.

11. Developer shall save and hold the Company harmless from and against all suits or claims against the Company that may be based upon any injury or alleged injury to any person or property that may occur, or that may alleged to have occurred, in the course of the performance of this Amendment and the Agreement by Developer or by any subcontractor, whether such claims shall be made by an employee of Developer or by a third person and whether or not it shall be claimed that the alleged injury was caused through a negligent act or omission of Developer or of any subcontractor, and Developer shall, at its own costs and expense, pay all charges of attorneys and all costs and other expenses arising therefrom, or incurred in connection therewith, and if any judgment shall be rendered against the Company in any such action or actions, Developer shall, at its own cost and expense, satisfy and discharge the same. The Company shall give Developer prompt notice of threat or institution of any such suit or claim.

12. As part of this Addendum, Developer shall execute the Insurance Agreement attached as Exhibit B. The Company reserves the right to require such other insurance coverage as it may deem necessary, and it reserves the right to waive any insurance requirement as it may deem appropriate.

13. Upon completion of the work, Developer shall remove all equipment belonging to it or used under its direction or by its subcontractors, and shall dispose of all unused materials, rubbish, surplus excavated materials and debris in a manner acceptable to the Company. Developer shall repair all roads, sidewalks, and all else affected by its work, which repair shall be made in accordance with the requirements of governmental agencies having jurisdiction there over.

14. Developer shall submit invoices, together with its corresponding lien waivers, monthly to the Company for all engineering and other services, materials installed, construction performed, equipment provided, and materials purchased for construction pursuant to this Amendment and the Agreement in the preceding calendar

month at the actual cost thereof. The form of such invoice used by Developer shall be as provided by the Company. Developer shall also submit to the Company the originals, or complete and clear copies, of all bills, statements, invoices, and all other evidences of expense received by Developer from subcontractors, vendors, and others during said preceding month for all engineering and other services, materials installed, construction performed, equipment provided, and materials purchased for construction pursuant to this Amendment and the Agreement together with corresponding lien waivers for these or other evidences of payment by Developer acceptable to the company and all additional supporting data relative to these which the Company may reasonably request.

15. It is specifically provided by and between the parties hereto that it is the express intention and agreement of the parties that the legal effect of this Amendment and the Agreement shall be that no mechanics' lien or claim may be filed or maintained by anyone including, but not limited to, any of the parties hereto, any subcontractor or materialman performing labor or furnishing materials in any way relative to any of the covenants and agreement of this Agreement. In furtherance of the foregoing provision, the parties agree that no subcontract for either labor or materials performed or furnished in furtherance of this Agreement has been or shall be entered into prior to the expiration of ten (10) days from the date of the execution hereof, and the parties further agree that a written memorandum of the Amendment and the Agreement may be prepared, executed, and placed of record in the office of the Recorder of Deeds for the county in which the lands on which construction is to be performed hereunder is situated.

~~16. Developer shall provide the Company, not later than thirty (30) days before the commencement of construction by Developer hereunder, a bond in form and issued by a surety company acceptable to the Company, or a letter of credit and issued by a bank in form acceptable to the Company, in an amount equal to 100 percent of the cost of construction, as estimated by the Company, of all facilities to be constructed by Developer pursuant to this Amendment and Agreement. Said bond to serve as security for Developer's performance of its obligation hereunder, and the full and faithful payment by Developer to all persons performing labor and services and furnishing materials for said construction.~~

17. No provision of this Agreement shall relieve Developer of responsibility for negligence or faulty material or workmanship; or the consequences thereof, with the extent and period provided by law.

18. Developer shall provide the Company with a performance bond issued by surety company acceptable to the Company in the amount of **ZERO** and no/100 Dollars (**\$0.00**) as security for Developer's full and faithful performance under Paragraphs 5, 6, 8, 9, 10, 13, and 14 hereof.

19. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect.

20. The Company may record this Amendment and Agreement, or a memorandum thereof, in accordance with the laws of Illinois.

21. Neither party to this Agreement shall be liable to the other for failure, default, or delay in performing any of its obligations hereunder, other than for the payment of money obligations specified herein, in case such failure, default, or delay is caused by strikes or other labor problems; by forces of nature; unavoidable accident; fire; acts of the public enemy; interference by civil authorities; passage of laws; orders of the court; adoption of rules, ordinances, acts, failures to act, decisions or orders or regulations of any governmental or military body or agency, office, or commission; delays in receipt of materials; or any other cause, whether of similar nature, not within the control of the party affected and which, by the exercise of due diligence, such party is unable to prevent the outcome. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement. The Company shall not in any event incur any liability to Developer or to any other party for consequential or other interruptions or other malfunctions of service if such damages result from the foregoing.

22. Communications hereunder shall be sent to Developer, addressed as follows:

***ALAN REINHART
1776 EAST WASHINGTON
URBANA, IL 61802***

or to such other addresses as Developer shall advise the Company in writing, and to the Company at:

Illinois-American Water Company

Jim M. Brown

201 Devonshire Drive
Champaign, IL 61826

or such other addresses as the Company may advise Developer in writing.

23. It is agreed that the Company is not an agent of Developer and shall not incur any costs or expenses on behalf of Developer and that Developer is not an agent of the Company and shall not incur any cost or expenses on behalf of Company.

24. Developer agrees that any corporate entity or entities owned or controlled

by them in connection with construction of the development and related facilities are and shall become additional parties to this Amendment and the Agreement, and Developer agrees to inform the Company promptly of the names and states of incorporation of such corporations and to cause said

corporations to execute documents satisfactory to the Company's counsel acknowledging the effect of the Paragraph 24. This Amendment and the Agreement may not be assigned by Developer without the written prior approval of the Company. In the event that Developer transfers or sells all or any part of the land described in Exhibit A hereto, Developer, without in any way being relieved of any of its obligations hereunder, shall require the transferee or purchaser also to become obligated to the Company for the performance of this Amendment and the Agreement, which obligation the Developer shall require the transferee or purchaser to acknowledge to the Company in writing. Developer agrees that if it shall enter into a contract to sell the Development or a major portion thereof, such contract shall incorporate this Amendment and the Agreement, and the obligations imposed thereunder on the purchaser.

25. In the event of any conflict between the terms of this Amendment and the terms of this Agreement, the terms of this Amendment shall take priority. This amendment and the Agreement shall be governed by Illinois law.

IN WITNESS WHEREOF, the Applicant has signed this Agreement and the Company has caused this Agreement to be executed in its behalf by its ____ President and attested by its _____ President and attested by its _____ Secretary, and its corporate seal thereto attached, the day and year first hereinabove written.

**DEVELOPER: COUNTY OF
CHAMPAIGN, STATE OF ILLINOIS**

By:

(Signature)

(Print Name)

Its

(Title)

(SEAL)

ATTEST:

By: _____

Its _____ Secretary

**ILLINOIS-AMERICAN
COMPANY**

WATER

By:

Its

(Title)

(SEAL)

ATTEST:

By: _____

Its _____ Secretary

RESOLUTION NO. 5129

RESOLUTION APPROVING MAIN EXTENSION AGREEMENT AND
AMENDMENT TO MAIN EXTENSION AGREEMENT BETWEEN CHAMPAIGN
COUNTY AND ILLINOIS-AMERICAN WATER CORPORATION

WHEREAS, Champaign County is constructing a new Nursing Home Facility; and

WHEREAS, it is necessary to perform site work at the County's East Campus in order to construct the necessary utilities for the said facility; and

WHEREAS, the present site does not have sufficient water extensions to serve the said facility; and

WHEREAS, it is in the best interest of the safety and health of the residents who will be in the new facility to have the proper water extensions at the site; and

WHEREAS, the County can enter into an agreement with Illinois-American Water Corporation to provide the necessary water extensions to the site for the said facility, which said agreement will also include a provision for a partial refund of the cost of the said water extensions.

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board authorize the Champaign County Board Chair to execute the Main Extension Agreement and Amendment to Main Extension Agreement between Champaign County and Illinois-American Water Corporation for the purpose of providing the necessary water extensions to the site for the new Nursing Home facility.

PRESENTED, ADOPTED, APPROVED and RECORDED this 17th day of November 2005.

Barbara Wysocki, Chair
County Board of Champaign County, Illinois

ATTEST:

Mark Shelden, County Clerk
And *ex-officio* Clerk of the County Board

AIA[®] Document B727[™] – 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the Fourth day of November in the year of Two Thousand and Five

BETWEEN the Owner:
(Name and address)

Champaign County Board and Administrative Services
1776 East Washington Street
Urbana, Illinois 61802

and the Architect:
(Name and address)

IGW Architecture
Isaksen Glerum Wachter, LLC
114 West Main Street
Urbana, Illinois 61801

For the following Project:
(Include detailed description of Project, location, address and scope.)

Reuse/Conversion Study
Existing Champaign County Nursing Home Facility
1701 East Main Street
Urbana, Illinois

The Owner and the Architect agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided

See attached proposal letter dated November 4, 2005.

Method and means of compensation

Compensation shall be hourly according to the attached rate schedule based on the actual hours expended.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4 ARBITRATION

§ 4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

§ 4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

§ 4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4.

§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE

§ 7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;

- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;
- .6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .7 renderings and models requested by the Owner;
- .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
- .9 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

Hourly compensation and reimbursable expenses not-to-exceed \$45,000.00.

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of One (1.00) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9 OTHER CONDITIONS

- 1. **STANDARD OF CARE** - The Architect will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement.

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User Notes: (118277455)

2. **CONFIDENTIALITY** – The Architect shall hold confidential the business and technical information obtained or generated in performance of services under this agreement, and as identified in writing by the Client as confidential.
3. **SURVEYS/TESTS** – The Architect shall recommend to the Client the appropriate investigation, surveys, tests, analyses and reports to be obtained as necessary for the proper execution of the Architect's services.
4. **AUTHORITY AND RESPONSIBILITY** – The Architect shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
5. **RESPONSIBILITY FOR CONSTRUCTION COST** – It is recognized that neither the Architect nor the Client has control over the cost of labor, materials or equipment over the Contractor's method of determining bid prices, or over competitive bidding, marketing or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any Opinion of Construction Cost or evaluation prepared or agreed to by the Architect.
6. **INSURANCE** – The Architect shall maintain comprehensive general liability and professional liability insurance coverage and the Architect's employees are covered by Workers Compensation Insurance. Certificates of Insurance can be provided to the Client upon written request.
7. **LIMITATION OF PROFESSIONAL LIABILITY** – Neither the Architect, the Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.
8. **HAZARDOUS MATERIALS** – The Architect and the Architect's consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, or hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client to advise the Architect (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the client.
9. **CLIENT'S CONSULTANTS** – Contracts between the Client and Client's consultants shall request the consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless the Architect, Architect's Consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Barbara Wysocki, County Board Chair

(Printed name and title)

ARCHITECT



(Signature)

Riley D. Glerum, CEO

(Printed name and title)

4 WEST MAIN STREET
URBANA, ILLINOIS 61801

/ 217 328 1391
/ 217 328 1401

File: 0550

November 5, 2005

Mr. Denny Inman
County Administrator
Champaign County Administrative Services
1776 E. Washington Street
Urbana, IL 61801

**Re: Reuse/Conversion Study
Existing Champaign County Nursing Home Facility
Urbana, Illinois**

Dear Mr. Inman:

In response to your request, IGW Architecture is pleased to submit the following proposal for professional services in connection with the referenced project. Given the anticipated opening of the new Champaign County Nursing Home in March of 2006, we understand that the Champaign County Board wants to consider the feasibility of converting the existing Nursing Home to general institutional office use. Further, the County has determined that the study should explore the reuse and occupancy of the existing facility by multiple tenants based on the significant amount of space that will become available and current interest being expressed by several parties.

The study will look at the entire existing Nursing Home complex including the Administrative Wing, the Main Buildings, the Power Plant, Annex/A.R.D. Buildings, the A.R.D. Activity Addition, the 1971 Addition - Wings A, B, and C and the surrounding site. We also note that the study should address certain project goals and planning and design requirements mentioned in the County's recent RFQ, dated October 11, 2005. The goal of this study is to provide the County with the necessary information to help them establish a plan for the timely disposition of the existing facility.

SCOPE OF SERVICES

Based on the information and understanding above, IGW Architecture will provide the following planning, architectural and engineering services summarized below:

1. Collect and review the County's existing plans and other available information regarding the site and building which are pertinent to the work.
2. Prepare existing site and building base plans to facilitate the work of the study.
3. Conduct a cursory review of the applicable codes and standards requirements that apply to the reuse/conversion of the facility including the Illinois Accessibility Code and the ADA.
4. Conduct an on-site inspection of the existing site and buildings.
5. Evaluate the existing site conditions and the general, mechanical and electrical building systems relative to their service characteristics, functional deficiency, suitability for continued use and potential level of required additions and/or modifications.

6. Meet with the County's Supervisor of Building Maintenance to review findings above and discuss any other outstanding issues relevant to the reuse/conversion.
7. Conduct cursory programming meetings to discuss the functional and space needs of possible tenants in order to estimate their gross area requirements within the converted facility. Meetings will be held with the following groups: Champaign-Urbana Public Health District, Champaign County Coroner/Morgue, Prairie Center, Mental Health Board and Children's Advocacy Center.
8. Conduct a cursory Historical Building Assessment as may be relevant to the reuse/conversion of the facility.
9. Based on all the information developed above, develop alternative concept site and building organization plans that consider the reuse/conversion of the facility to meet the general institutional office and related uses of the potential tenants.
10. Review and evaluate the site and building concept alternatives with the County Facilities Committee leading to a preferred concept or set of concepts.
11. Refine the preferred site and building organization concept and use it as a basis for making preliminary site and building system selections and identifying the scope of required facility improvements.
12. Based on the preferred site and building concept and scope of work identified above, develop a preliminary project cost estimate and implementation schedule.
13. Review the preferred site and building concept, scope of identified work, cost estimate and schedule with the County Facilities Committee, making any minor revisions to the findings as a result of the review.
14. Review the preferred site and building concept, scope of identified work, cost estimate and schedule with the Champaign County Board, making any minor revisions to the findings as a result of the review.
15. Prepare a draft summary report of the study findings including sketch graphics and text for review and approval by the County Facilities Committee, making any minor revisions to the findings as a result of the review.
16. Upon approval, print and distribute the final report to the County.
17. Present the final report to the Champaign County Board.
18. Provide the necessary scheduling, coordination and monitoring of consultant team personnel and interface with the County personnel to ensure the proper course of work during the study.

COMPENSATION

For Tasks 1-18 above, we propose compensation on an hourly basis according to the attached rate schedule with a total cost not-to-exceed \$45,000.00 with payments made monthly based on the actual hours expended. The total cost above also includes \$1,750.00 for normal out-of-pocket expenses incurred by the Architect and his consultants in the performance of the work. For this job, reimbursables include minor postage, reproduction and travel-related expenses which shall be reimbursed at cost.

Not included in our costs is the printing of draft and final reports which we understand the County will accomplish. Additional hourly compensation will be requested for any services requested that are in addition to those outlined in Tasks 1-18 above.

CONSULTANTS

IGW Architecture will employ the following consultants for portions of the work and have included their fees in our total:

JJR LLC, planners, landscape architects, civil engineers - Chicago, Illinois
GHR Engineers and Assoc. Inc., mechanical/electrical engineers - Champaign, Illinois
Delon Hampton and Associates, Chartered, structural engineers - Champaign, Illinois

Thank you for the opportunity to make this proposal. We look forward to a great working relationship and assisting in the further development of Champaign County's East Campus.

If you have any questions or require additional information, please call.

Sincerely,

ISAKSEN GLERUM WACHTER . LLC



Riley D. Glerum AIA
Principal/CEO

Encl: Task/Fee Analysis
IGW Rate Schedule

Reuse/Conversion Study
Existing Champaign County Nursing Home Facility

Task Description	IGW				JJR			GHR			DHA		Totals		Tentative Mtgs
	R. Glerum 140	S. Wächter 120	D. Milburn 65	N. Cheatham 50	P. Wiese 145	R. Machelski 125	Staff 75	J. Gleason 140	DLS 84	SMH 60	G. Kellog 135	F. Coleman 100	Hours	Cost	
1 Collect, Dist and Review Owner's Data	4			2	2								8	950	
2 Prepare Site and Building Base Plans			32										32	2080	
3 Cursory Review Applicable Codes & Stds	4			1	4								9	1190	
4 On-Site Inspection Existing site & Bldg	6			1	8		6	2		8			37	4434	TBD
5 Existing Systems Condition & Use Analysis	6			1	8		4	2		8			33	3986	
6 Mtg w/ Alan Reinhart Review Findings Abv	3			1			3	1					8	950	TBD
7 Programming Meetings (5 @ 2 Hrs Each)	10			2									12	1500	TBD
8 Cursory Historical Building Assessment	4			1									5	610	
9 Develop Alt Site/Bldg Concept Plans	4	15	15		1	10	8						53	5330	
10 Review Site/Bldg Concept Alts w/FC	4				6		3				2		15	1930	Tues 12/6/2005
11 Dev Preferred Concept-ID Systems/Scope	6	15	15		2	8		6	3				65	6549	
12 Develop Prelim Project Cost/Schedule	2	7			1			8	2				26	3009	
13 Review Pref Concept, Cost, & Sched w/FC	4				1	8	12	3	1		2		31	3285	Tues 1/3/2006
14 Review Pref Concept, Cost, & Sched w/FB	4				6			3	1				14	1790	Thurs 1/19/2006
15 Revise Findings/Prepare Draft Report	4	4	4	8		2	4						26	2250	
16 After Revisions, Print & Distribute				4	1								5	345	
17 Present Final Report to FB	4				6						2		12	1510	Thurs 2/23/2006
18 Provide Project Coordination & Admin	9						3						12	1680	
Total Tasks 1-18	78	41	66	21	10	56	32	0	43	22	12	0	403	\$43,378	

FC = Facilities Committee, FB = Full County Board

Estimated Reimbursable Expenses

Travel-Related/Misc Printing/Postage

(Note: Review Copies/Final Report Printing by County)

ESTIMATED PROJECT TOTAL INCLUDING ALL EXPENSES

1,750
0
\$45,128

NTE \$45K



ISAKSEN GLERUM WACHTER . LLC

114 WEST MAIN STREET
URBANA, ILLINOIS 61801

T / 217 328 1391

F / 217 328 1401

Isaksen Glerum Wachter . LLC

Principals.....	\$ 120 - 145
Project Architect 1.....	\$ 95 - 120
Project Architect 2.....	\$ 85 - 95
Architect/Designer 1.....	\$ 75 - 85
Architect/Designer 2.....	\$ 65 - 75
Architect/Designer 3.....	\$ 55 - 65
Construction Observer.....	\$ 65 - 85
Administrative/Accounting.....	\$ 60 - 75
Technical Data Processing.....	\$ 40 - 50
Secretarial/Clerical.....	\$ 35 - 50
Reimbursables.....	@ 1.1 x Cost
Consultants.....	@ Cost
Mileage Rate.....	40.5 cents/mile

Effective 1 January 2005

RESOLUTION NO. 5130

RESOLUTION APPROVING STANDARD FORM OF AGREEMENT BETWEEN
CHAMPAIGN COUNTY AND IGW ARCHITECTURE RELATED TO THE
PERFORMANCE OF A REUSE/CONVERSION STUDY FOR THE EXISTING
CHAMPAIGN COUNTY NURSING HOME FACILITY

WHEREAS, the County of Champaign is presently constructing a new nursing home facility for the benefit of the nursing home residents; and

WHEREAS, the County anticipates that the new facility will be operational in April 2006; and

WHEREAS, the County will vacate the existing nursing home facility at the time the new facility is operational; and

WHEREAS, the County wishes to determine the appropriate reuse and/or conversion of the existing nursing home facility; and

WHEREAS, reuse and/or conversion of the existing nursing home facility would benefit the citizens of Champaign County; and

WHEREAS, the Champaign County Board has previously approved an award to IGW Architecture to perform the said study in an amount not to exceed \$45,000; and

WHEREAS, the Champaign County Board now needs to approve a contract for the performance of the said study;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board authorize the Champaign County Board Chair to execute the Standard Form of Agreement between Champaign County and IGW Architecture to conduct a reuse/conversion study of the existing Champaign County Nursing Home Facility at 1701 East Main Street, Urbana, Illinois, in an amount not to exceed \$45,000.

PRESENTED, ADOPTED, APPROVED and RECORDED this 17th day of November 2005.

Barbara Wysocki, Chair
County Board of Champaign County, Illinois

ATTEST:

Mark Sheldon, County Clerk
And *ex-officio* Clerk of the County Board