



PROPERTY COMMITTEE AGENDA
Room 700, Law and Justice Center
Thursday, May 1, 2003

3:00 P.M.

1. Roll Call.
2. Chairman's Approval of Minutes – April 3, 2003
3. Departmental Matters:
 - A. Jack Moody, Facilities Manager
 - 1) Items to be presented for Action:
 - a) Request Approval of Wiss, Janney, Elstner Contract for Professional Services to Develop Bid Specifications to Repair the Dome and Roof Areas of the Old Courthouse 1-34
 - b) Request Approval of Capital Equipment Lease Agreement to Purchase Replacement Lobby Security Screening Equipment 35-52
 - c) Request Approval for the City of Bloomington to Place a Christmas Tree on the Grounds of the Old Courthouse this Holiday Season 53
 - 2) Items to be presented for Information:
 - a) General Report
 - b) Other
 - B. Bill Gamblin, E-911
 - 1) Items to be presented for Information:
 - a) General Report
 - b) Other

- C. William Wasson, Parks and Recreation
 - 1) Items to be Presented for Information:
 - a) Route 66 Trail / Bikeway Update 54-71
 - b) General Report
 - c) Other

- C. John Zeunik, County Administrator
 - 1) Items to be presented for Action:
 - a) Discussion on Future Use and Disposition of the McBarnes Memorial Building 72-78

 - 2) Items to be presented for Information:
 - a) CDAP Revolving Loan: 200 West Front Street – Replacement of Dryvit 79-84
 - b) General Report
 - c) Other

- 4. Other Business and Communications.
- 5. Recommend Payment of Bills and Transfers, if any, to County Board.
- 6. Adjournment.



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack@McLean.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: April 23, 2003

Subj: **Repair and Restoration of Dome and Roof Areas of old Courthouse**

On September 17, 2002, McLean County, as grant fiscal agent, and the McLean County Museum of History, as grantee, submitted a grant application to the Illinois Department of Natural Resources (hereinafter "IDNR"), for consideration of seeking grant funding from the available \$36 Million Dollar 2003 Public Museum Capital Grants Program to assist with the costs of performing needed repairs to the old McLean County Courthouse, 200 N. Main Street, Bloomington, Illinois. The August 28, 2002, report prepared by Wiss, Janney, Elstner, Associates, Inc., Chicago, Illinois, and previously reviewed by the Property Committee, identified the entire estimated repair cost to perform these needed repairs to the old McLean Courthouse to be \$2,770,401.00.

On December 10, 2002, it was announced by IDNA that our grant application was approved for a total grant award of \$500,00.00. IDNR, in their award, specified that the grant money can only be used for "Repair and Restoration of the Dome and Roof Areas of the McLean County Museum of History".

Under conditions of all Public Museum Capital grants, requests for payment of awarded grant monies can only be requested by submitting all required payment request documents when fifty percent (50%) of the grant award monies are spent and then at one hundred percent (100%) of grant award monies spent. Simply put, we can only be reimbursed twice. The first and last reimbursement payment will each be \$250,000.00. This means the County would have to fund the project until payments are received from the state of Illinois.

On Tuesday, April 15, 2003, an agreement between the County of McLean and the McLean County Public Building Commission was approved whereby the "PBC" would fund the repairs during the life of the project. When state reimbursement checks are received, the County would reimburse the PBC.

Repair and Restoration of Dome and Roof Areas of the old Courthouse

April 23, 2003

Page two

Stipulations of the grant permit professional architectural fees to be reimbursed as part of the grant. Enclosed for your consideration is the Wiss, Janney, Elstner, Inc. AIA contract to develop professional plans, drawings, and specifications necessary to bid the project and serve as project manager during the life of the project. This firm has extensive experience with historical restoration and repair of courthouse buildings. Under the proposal, WJE will perform this work for a Design and Construction Administration fee of \$93,500.00. The remaining grant amount of \$406,500.00 is therefore the maximum amount that can be awarded for the actual dome and roof repairs. Mr. Eric T. Ruud, First Assistant States Attorney, has reviewed the enclosed contract and attachments and concurs that these documents are consistent in scope for the work being proposed by WJE.

Mr. Greg Koos, Executive Director of the McLean Count Museum of History, endorses WJE being the awarded firm to perform this professional architectural service.

Mr. Jeff Koerber, AIA, Project Manager with WJE, is present this evening to explain their proposal and answer any questions you may have.

In order for this project to now proceed, the next step is to contract with WJE so they can begin their work to develop the necessary bid documents for submission to the state of Illinois for approval, so the project can then proceed to be bid by qualified contractors.

Facilities Management submits this item for your kind consideration and approval.

Thank you.

JEM:

Enclosures

Cc: Mr. Greg Koos, Executive Director, McLean County Museum of History

Via: Federal Express

22 April 2003

Mr. Jack Moody
Facilities Manager
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

RECEIVED

APR 23 2003

Facilities Mgt. Div.

Re: Dome and Roof Repair and Restoration
Old McLean County Courthouse, Bloomington, Illinois

Dear Mr. Moody:

Wiss, Janney, Elstner Associates Inc. (WJE) has prepared the enclosed draft agreement to prepare Construction Documents and Construction Administration for the repair and restoration of the dome and roof on the Old McLean County Courthouse in Bloomington, Illinois. A proposal for these services, a resubmittal of our proposal dated 31 December 2003, is enclosed as Exhibit A to the draft agreement utilizing AIA Document B151, "Abbreviated Form of Agreement Between Owner and Architect for Construction Projects of Limited Scope."

Please review the draft agreement based on AIA B151. We have edited our Standard Terms and Conditions, dated 28 May 2001 and included as an attachment to our proposal in Exhibit A. Should you wish to delete or alter any of the clauses in the draft agreement (AIA B151) or the WJE Standard Terms and Conditions, please contact me.

AIA Document B151 refers throughout to AIA Document A201, "General Conditions of the Contract for Construction." This is the document that we would propose as part of the agreement between the owner and contractor, unless McLean County has their own general conditions for construction projects. AIA A201 would be included in the Project Manual along with the technical specifications. We have included a copy of AIA A201 for your preliminary review. We do not, however, expect you to provide any detailed comments on AIA A201 at the same time when you are reviewing the contract. There would be time for you to review A201 during the period we are preparing the repair documents for the project (outlined in the proposal as a ten week time frame).

We look forward to assisting McLean County with the restoration and repair of the Old McLean County Courthouse.

Please call me if you have any questions.

Very truly yours,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Jeffrey P. Koerber
Project Manager

JPK:mk

Enclosures

cc: Greg Koos - McLean County Museum of History
Diane R. Bostic - McLean County Property Committee

22 April 2003

Mr. Jack Moody, Facilities Manager
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

Re: Dome and Roof Repair and Restoration
Old McLean County Courthouse, Bloomington, Illinois
WJE No. 2001.3337

Dear Mr. Moody:

Wiss, Janney, Elstner Associates, Inc. (WJE) congratulates McLean County on receiving a grant from the Illinois Department of Natural Resources (DNR) for the repair of the dome and building roof on the Old McLean County Courthouse. We understand that the grant is part of the Public Museum Capital Grants Program administered by DNR, and that it has been awarded specifically for the repair of the building's dome and roofing system. This proposal, a resubmittal of our earlier proposal dated 31 December 2002, addresses the development of construction documents, assistance during bidding, and construction observation services. Because this proposal addresses only the repair of the dome and roofing system, we will be preparing a separate correspondence on the subject of the other repairs required at the Old Courthouse.

Scope of Repair Work

Before outlining the scope of proposed services, the exact scope of repairs needs to be defined. Our report titled "Old McLean County Courthouse—Limited Exterior Envelope Investigation," dated 28 August 2002 outlined repairs in three phases of work, prioritized according to the level of existing distress, urgency for repair, and reasonable construction sequence for implementing repairs. The repair of the dome and roofing on the building, stipulated by DNR in their grant, places items listed by WJE as Phase 2 and 3 work items (for recommended implementation between 2004 and 2007) at the start of repairs on the building. The copper sheet metal clad dome has numerous deteriorated conditions. Therefore, its repair or replacement was listed as a phase 2 work item in our August 2000 report.

We do not, however, recommend implementing replacement of the main roof level membrane system until *after* the long term masonry repairs are implemented to the dome drum (the limestone clad portion of the dome). This is recommended in our 28 August 2002 report (see page 33). Damage to the roof system may occur during the implementation of masonry repairs, and it would be better to patch the existing roofing system rather than to patch a new roofing system. Although the main roof level membrane is reaching the end of its service life, it is likely that replacement could be deferred as recommended in our report and the repair (or, as a minimum, stabilization) of the dome drum is a more critical repair item. Other Phase 1 repair items in this region of the building include the stabilization of the limestone balustrade at the roof edge (which should be repaired during later phases of repair work) and the replacement of the cornice gutter lining.

Given that the grant, totaling \$500,000, is to include construction work, contingency, and design fees, only a limited amount of repairs can be implemented. Based on the cost estimate prepared by our subconsultant during the preparation of our report, it is likely that replacement of the copper dome, repair of the dome drum, stabilization of the limestone balustrade, and replacement of the cornice gutter could be performed.

In order to insure that the bids for the project fall within the grant amount, however, a portion of the repair scope could be included as base bid work. The remaining repair items would be included as alternates, and selected items could be left out if the base bids are too high. Based on this approach, we recommend the following scope of repair work:

Base Bid Work

1. Removal of the bird guano and existing plaster ceiling from the dome attic space and lantern.
2. Replacement of the copper sheet metal dome cladding, including repair/replacement of the lantern, and re-anchoring the lantern bell.
3. Stabilization of the dome drum limestone cladding.
4. Stabilization of the limestone balustrade.

Alternates

1. Repair of the dome drum limestone cladding (in lieu of stabilization).
2. Replacement of the cornice gutter lining.
3. Additional minor items to be determined during the course of document preparation.

We should note that the design services required for the replacement of the dome cladding are the most difficult and involved of the entire scope of repairs recommended in our report of 28 August 2002. Therefore, the design fees for this work reflect this difficulty. A breakdown based on the opinions of probable construction costs for these items follows at the end of this proposal. As stated in the opening paragraph of this letter, the balance of the repair items, falling into our recommended Phases 1, 2, and 3, will be discussed in a separate correspondence.

Scope of Services

WJE will perform the following services:

1. **Drawing Review and Baseline Drawing Development.** Review available drawings for the building and develop baseline details of existing conditions. These baseline details will supplement the drawings developed during our investigation of the building.
2. **Field Survey.** To supplement the information gathered during the investigation and allow for a structural analysis of the dome, field survey will be performed to document the dimensions of the existing steel framing members of the dome. Other existing conditions will be documented further to aid in the preparation of repair documents.

3. **Construction Documents.** Prepare Contract Documents, including construction drawings, technical specifications, general conditions for the construction contract, and bidding forms for the scope of repair work outlined above. During the preparation of the construction documents, WJE will attend up to three meetings with McLean County and McLean County Museum of History personnel in Bloomington.
4. **Cost Estimating Services.** WJE will engage the services of a cost estimating consultant to assist in preparing opinions of probable construction cost to check that the amount of repair work shown on the documents will fall within the grant amount. This service will be performed when the construction documents are at the 90 percent complete stage to allow changes prior to bidding.
5. **Bidding and Contract Award.** Assist McLean County during bidding by answering questions from contractors and other bidders and preparing addenda, if required. WJE will attend a pre-bid meeting prior to the receipt of bids to walk through the project site. Assist McLean County by reviewing bid proposal and make recommendations for the award of the contract.
6. **Construction Administration.** Assist McLean County with the following services:
 - a. Participate in a pre-construction meeting.
 - b. Review submittals for conformance with the Contract Documents.
 - c. Attend monthly construction meetings.
 - d. Make periodic site visits to review compliance with the Contract Documents. For purposes of this proposal, a five month construction period with four one-day visits monthly are assumed.
 - e. Review applications for payment from the contractor.
 - f. Perform a punch list inspection at substantial completion.

Fee Proposal

For items 1 through 3 (construction document preparation) in the scope of services outlined above, we propose a not to exceed contract amount of \$52,000 in fees plus not to exceed contract amount of \$7,000 in expenses. Expenses include cost estimating services, travel and per diem for item 2, drawing reproduction, postage, and photographic costs. Completion of items 1 through 3 will take 10 weeks from notice to proceed with the work.

For items 4 and 5 (bidding and construction administration services) in the scope of services outlined above, we propose a not to exceed contract amount of \$31,000 in fees plus not to exceed contract amount of \$3,500 in expenses. Expenses include travel and per diem for items 4 and 5, drawing reproduction, postage, and photographic costs.

All work will be performed in accordance with our Standard Terms and Conditions dated 28 May 2001, a copy of which is attached.

Budgeting of Grant Amount

The following breakdown is based on the scope of repair work described above and the opinion of probable construction cost provided in our report of 28 August 2002. (Please note that these cost figures are preliminary and do not represent the actual costs determined by bidding to contractors.) The itemized budgeted amount includes general conditions, overhead, and profit of 20 percent; contingency is added as separate line items as shown below. As discussed above, a portion of the repair scope is included as base bid work and the remainder as alternates.

<i>Base Bid Work</i>	<i>Budgeted Amount</i>
Removal of the bird guano from the dome attic and lantern	\$ 4,800
Repair and replacement of the dome cladding, including repair of the lantern	180,700
Stabilization of the limestone dome drum cladding	15,000
Stabilization of the limestone balustrade	30,000
<i>Contingency</i>	
15 percent design contingency	34,575
15 percent construction contingency	39,760
<i>Design and Construction Administration Fee</i>	93,500
<i>Subtotal</i>	\$ 398,335
<i>Alternates (includes contingency)</i>	
No. 1: Repair of the limestone dome drum cladding (in lieu of stabilization as listed above)	\$ 98,665 (15,000)
No. 2: Repair of the cornice gutter lining	18,000
<i>Total</i>	\$ 500,000

We look forward to continuing to assist McLean County with the preservation of the Old Courthouse. Please contact us if you have any questions.

Very truly yours,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Jeffrey P. Koerber
Project Manager

JPK:mk

Encloures

cc: Greg Koos - McLean County Museum of History
Diane R. Bostic - McLean County Property Committee



STANDARD TERMS AND CONDITIONS

Page 1 of 2
May 28, 2001

These Standard Terms and Conditions shall continue in full force and effect during, and after the completion or termination of, Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) employment. These Standard Terms and Conditions shall control any conflicting term or condition unless WJE agrees otherwise in writing.

PERFORMANCE

WJE and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to WJE's performance, unless agreed to in writing. WJE is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the client. WJE is not responsible for acts or omissions of the client, nor for third parties not under its direct control. WJE shall not be liable for any reason for any special, indirect or consequential damages including loss of use and loss of profit. WJE will take reasonable precautions to minimize any damage to the client's property during conduct of any WJE field work and testing. ~~The client understands that in the normal course of this type of work some damage may occur, liability for which damage is not part of this agreement.~~ WJE may rely upon information supplied by the client engaging WJE, or the contractors or consultants involved, or information available from generally accepted reputable sources, without independent verification. WJE services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against WJE as a result of its services.

WJE shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and safety programs in connection with the project, since these are solely the responsibility of others. WJE shall not be responsible for the contractor's schedules or failure to carry out the project in accordance with contract documents. WJE shall not have control over or charge of acts or omissions of the contractor, subcontractor, or their agents or employees, or of any other non-WJE persons performing portions of the project.

USE OF REPORTS, DRAWINGS AND ELECTRONIC MEDIA

WJE retains ownership of letters, reports, drawings, specifications, photographs, test data, notes and other work product it has created. These documents or parts thereof may not be reproduced in advertisements, brochures, or sales material, nor used by the client for any purpose other than the purpose for which they were prepared, nor by third parties, without the written permission of WJE. Conclusions by WJE based on test results are limited to the specific conditions for which the tests were performed. In the event that WJE work product is stored or transmitted by some form of electronic media, the client agrees that WJE shall not be held liable for the completeness, transmission, accuracy or longevity of these materials, nor for misuse thereof.

PROPOSALS

Proposals expire 120 days after submission to a client unless a different expiration limit is included in the proposal. WJE may withdraw or modify a proposal at any time prior to

acceptance by the client. All fees and expenses quoted in proposals or stated in invoices are exclusive (net) of local or county excise and other business or business license taxes. The client represents it is aware of all such taxes and shall reimburse WJE upon presentation by WJE of the cost of such taxes by an invoice within one year of completion of services.

CLIENT DUTIES

In order for WJE to perform the services requested, the client shall, at no expense to WJE, (1) provide all necessary information regarding client's requirements as necessary for orderly progress of the work, (2) designate in writing a person to act as client's representative for services to be rendered under this Agreement, which person shall have authority to transmit instructions, receive instructions and information, interpret and define client's policies and requests for WJE's services, and (3) provide access to and make all provisions for WJE to enter, without cost, limitation or burden to WJE, publicly or privately owned property as required to perform the work, including the use of scaffolds or similar mechanical contrivances.

SAFETY

Field work of WJE will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions. WJE is not responsible for the safety of other persons or property.

HAZARDOUS MATERIALS

If WJE encounters, or reasonably suspects that it has encountered, hazardous materials in the project, WJE shall cease activity on the project and promptly notify the client. The client shall initiate action, where appropriate, to identify and investigate the nature and extent of hazardous materials in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. Unless otherwise specially provided in writing, the services to be provided by WJE do not include identification of hazardous materials, and WJE has no duty to identify or attempt to identify the same within the area of the project.

It is further understood and agreed that services WJE will undertake for the client may be uninsurable obligations involving the presence or potential presence of hazardous materials. Therefore, the client agrees, except (1) such liability as may arise out of WJE's sole negligence in the performance of services under this agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WJE and its employees, subcontractors and agents from and against any and all claims, lawsuits, damages, liability and costs, including but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous materials. This indemnification applies only to

existing conditions and not to conditions caused or created by WJE. "Hazardous materials" includes, but is not limited to, any substance, waste, pollutant (including mold and mildew) or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

SUSPENSION OF SERVICES

If the client fails to make payment when due for WJE's services and expenses, WJE may, upon seven days' written notice to the client, suspend performance of services under this Agreement. Unless payment in full is received by WJE 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, WJE shall have no liability to the client for delay or damage caused the client because of such suspension of services.

FIXED PRICE CONTRACTS

Where WJE and the client have agreed to a fixed price contract, the following WJE Standard Terms and Conditions are specifically excluded: Time Charges, Expenses, Equipment Usage, Affiliated Consultants, and Subcontracted Services. Progress payments will be made monthly as a percent of completion unless otherwise arranged with the client. Other WJE Standard Terms and Conditions stated herein remain in effect.

~~TIME CHARGES~~

~~Time charges are accrued on an hourly basis, unless other arrangements are established. Minimum time charges for personnel at a job site are 8 hours per day, unless time can be utilized on another job. Hourly rates are not increased for overtime. Billing rates may be increased annually.~~

~~EXPENSES~~

~~Public transportation, subsistence and out-of-pocket expenses incurred during travel, communications, reproduction and shipping charges will be billed at cost plus 5% (invoiced as an expense service fee.) Use of company or personal vehicles are billed at \$ 0.40 per mile.~~

~~Expanded materials for field and laboratory investigations, rental equipment, and fees advanced on client's behalf will be billed at cost plus 10% (invoiced as an expense service fee.)~~

~~Clients may be charged for the cost of providing copies of receipts or detailed "back up" information concerning expenses.~~

~~EQUIPMENT USAGE~~

~~WJE equipment used in field or laboratory work is billed at approximately 1% of the replacement cost per day, subject to adjustment for minimum or extended usage.~~

~~AFFILIATED CONSULTANTS~~

~~WJE retains certain affiliated consultants as independent contractors. These affiliated consultants are billed at rates equivalent to WJE employees of similar education and professional experience.~~

STORAGE

Material samples not consumed in WJE's work will be discarded 30 days after completion of the project unless the client requests other disposition. Charges will be made for extended storage of materials, records, or equipment. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage.

~~SUBCONTRACTED SERVICES~~

~~Services are billed at cost plus 10% if the subcontracted firm has at least \$500,000 of Professional/General Liability Insurance, otherwise cost is marked up 20%.~~

~~SUBPOENAS AND COURT ORDERS~~

~~The client is responsible, after notification, for payment of time charges, attorney fees and other expenses resulting from a required response to subpoenas or court orders issued at the request of any party concerning any part of WJE's work. Charges are based on billing rates in effect at the time of WJE's response.~~

DISPUTE RESOLUTION

Any dispute that should arise between the client and WJE shall first try to be resolved through mediation. The mediator shall be mutually agreed upon and chosen from a list provided by the American Arbitration Association or other source of experienced professional mediators.

INSURANCE

WJE is protected for general, automobile, workers' compensation and employers' liability coverage by policies written by national insurance carriers rated by the A.M. Best Company. The primary limits are \$1,000,000 with a \$2,000,000 aggregate on general liability. Excess coverage applies to exposures over \$1,000,000. Endorsements are not allowed. Coverage is subject to annual renewal. Increased coverage will be sought if requested. Charges for additional coverage will be billed to the client.

BILLING TERMS

The firm or individual engaging WJE is responsible for payment of charges unless WJE is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Accumulated charges will be billed in approximately monthly intervals. State and local sales and use tax will be included in the billing if applicable. Payment in full (in US dollars) is due upon receipt of the invoice. Invoices which are unpaid 30 days from the invoice date are considered past due and subject to an interest charge at the rate of 1 1/2% per month (or at a lower maximum legal rate) plus related attorneys' fees and collection expenses.

The client is responsible for payment of all charges. Agents of the client who engage WJE are also responsible for payment of all charges unless WJE agrees otherwise in writing prior to the time that the charges are incurred.

AIA Document B151 - 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20 day of May in the year 2003
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, IL 61702

and the Architect:
(Name, address and other information)

Wiss, Janney, Elstner Associates, Inc.
120 N. LaSalle Street, Suite 2000
Chicago, IL 60602

For the following Project:
(Include detailed description of Project)

Dome and Roof Repair and Restoration

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

2.2 SCHEMATIC DESIGN PHASE

~~2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. —~~

~~2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1. —~~

~~2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project. —~~

~~2.2.4 Based on the mutually agreed upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. —~~

~~2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques. —~~

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

2.3 DESIGN DEVELOPMENT PHASE

~~2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. —~~

~~2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost. —~~

2.4 CONSTRUCTION DOCUMENTS PHASE

~~2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.~~

~~2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.~~

~~2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.~~

~~2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.~~



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

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2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

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2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

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ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the



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Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

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3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

~~3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.~~

~~3.4.2 Providing financial feasibility or other special studies.~~

~~3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.~~



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~~3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project. —~~

~~3.4.5 Providing services relative to future facilities, systems and equipment. —~~

~~3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof. —~~

~~3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner. —~~

~~3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner. —~~

~~3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner. —~~

~~3.4.10 Providing detailed estimates of Construction Cost. —~~

~~3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor. —~~

~~3.4.12 Providing analyses of owning and operating costs. —~~

~~3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment. —~~

~~3.4.14 Providing services for planning tenant or rental spaces. —~~

~~3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities. —~~

~~3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the Architect. —~~

~~3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation. —~~

~~3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work. —~~

~~3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services. —~~

~~3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice. —~~

3.5 SPECIFIC ARCHITECT SERVICES

3.5.1 See proposal from Wiss, Janney, Elstner Associates, Inc. to McLean County dated 22 April 2003, with attached Standard Terms and Conditions dated 28 May 2001, as amended, attached in Exhibit A.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated 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.

4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

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ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Paragraph 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

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5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

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6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.



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6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

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ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance

with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.

7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

7.2.3 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 statute of limitations.

7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or 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 and 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 parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2.5 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.

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

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ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. 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. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 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.

8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 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 Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 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 statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may

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have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

9.5 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 the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

9.6 This Agreement represents the entire and integrated agreement between the Owner and the 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.

9.7 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.

9.8 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 or toxic substances in any form at the Project site.

9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

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, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1** transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2** fees paid for securing approval of authorities having jurisdiction over the Project;



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- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

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10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

~~10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.~~

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

~~Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.~~

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

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



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ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

~~11.1 An Initial Payment of $\$$ Dollars ($\$$) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.~~

11.2 BASIC COMPENSATION

11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

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

As referred to in the proposal from Wiss, Janney, Elstner Associates, Inc. to McLean County dated 22 April 2003:

1. Not to exceed \$52,000 in fees and not to exceed \$7,000 in expenses for construction document preparation.
2. Not to exceed \$31,000 in fees and not to exceed \$3,500 in expenses for bidding and construction administration services.

~~11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable: _____~~

(Insert additional phases as appropriate.)

Schematic Design Phase:	-	percent ($\%$)
Design Development Phase:	-	percent ($\%$)
Construction Documents Phase:	-	percent ($\%$)
Bidding or Negotiation Phase:	-	percent ($\%$)
Construction Phase:	-	percent ($\%$)
Total Basic Compensation:		one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

Only as requested by McLean County and according to the standard hourly rates of Wiss, Janney, Elstner Associates, Inc. plus reimbursible expenses.

11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Only as requested by McLean County and according to the standard hourly rates of Wiss, Janney, Elstner Associates, Inc. plus reimbursible expenses.

~~11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of (\times) times the amounts billed to the Architect for such services. _____~~

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

~~For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of (\times) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project. _____~~

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11.5 ADDITIONAL PROVISIONS

~~11.5.1 If the Basic Services covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.~~

11.5.2 Payments are due and payable Payments are due and payable according to the Billing Terms stated in Wiss, Janney, Elstner Associates, Inc. Standard Terms and Conditions dated 28 May 2001, as amended, included in Exhibit A. ()

~~days from the date of the Architect's invoice. Amounts unpaid () 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.)

(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 requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

~~(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)~~

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

OWNER (Signature)

Michael F. Sweeney
Chairman, McLean County Board

(Printed name and title)

ARCHITECT (Signature)

Jeffrey P. Koerber
Senior Architect/Engineer

(Printed name and title)

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EXHIBIT A

Proposal from Wiss, Janney, Elstner Associates, Inc. to McLean County dated 22 April 2003 with attached Standard Terms and Conditions dated 28 May 2001, as amended.



ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

Wiss, Janney, Elstner Associates, Inc.

120 North LaSalle Street, Suite 2000

Chicago, Illinois 60602

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www.wje.com

22 April 2003

Mr. Jack Moody, Facilities Manager
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

Re: Dome and Roof Repair and Restoration
Old McLean County Courthouse, Bloomington, Illinois
WJE No. 2001.3337

Dear Mr. Moody:

Wiss, Janney, Elstner Associates, Inc. (WJE) congratulates McLean County on receiving a grant from the Illinois Department of Natural Resources (DNR) for the repair of the dome and building roof on the Old McLean County Courthouse. We understand that the grant is part of the Public Museum Capital Grants Program administered by DNR, and that it has been awarded specifically for the repair of the building's dome and roofing system. This proposal, a resubmittal of our earlier proposal dated 31 December 2002, addresses the development of construction documents, assistance during bidding, and construction observation services. Because this proposal addresses only the repair of the dome and roofing system, we will be preparing a separate correspondence on the subject of the other repairs required at the Old Courthouse.

Scope of Repair Work

Before outlining the scope of proposed services, the exact scope of repairs needs to be defined. Our report titled "Old McLean County Courthouse—Limited Exterior Envelope Investigation," dated 28 August 2002 outlined repairs in three phases of work, prioritized according the level of existing distress, urgency for repair, and reasonable construction sequence for implementing repairs. The repair of the dome and roofing on the building, stipulated by DNR in their grant, places items listed by WJE as Phase 2 and 3 work items (for recommended implementation between 2004 and 2007) at the start of repairs on the building. The copper sheet metal clad dome has numerous deteriorated conditions. Therefore, its repair or replacement was listed as a phase 2 work item in our August 2000 report.

We do not, however, recommend implementing replacement of the main roof level membrane system until *after* the long term masonry repairs are implemented to the dome drum (the limestone clad portion of the dome). This is recommended in our 28 August 2002 report (see page 33). Damage to the roof system may occur during the implementation of masonry repairs, and it would be better to patch the existing roofing system rather than to patch a new roofing system. Although the main roof level membrane is reaching the end of its service life, it is likely that replacement could be deferred as recommended in our report and the repair (or, as a minimum, stabilization) of the dome drum is a more critical repair item. Other Phase 1 repair items in this region of the building include the stabilization of the limestone balustrade at the roof edge (which should be repaired during later phases of repair work) and the replacement of the cornice gutter lining.

Headquarters & Laboratories—Northbrook, Illinois

Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Honolulu | Houston | Memphis

Minneapolis | New Haven | New York | Princeton | San Francisco | Seattle | Washington, DC

Given that the grant, totaling \$500,000, is to include construction work, contingency, and design fees, only a limited amount of repairs can be implemented. Based on the cost estimate prepared by our subconsultant during the preparation of our report, it is likely that replacement of the copper dome, repair of the dome drum, stabilization of the limestone balustrade, and replacement of the cornice gutter could be performed.

In order to insure that the bids for the project fall within the grant amount, however, a portion of the repair scope could be included as base bid work. The remaining repair items would be included as alternates, and selected items could be left out if the base bids are too high. Based on this approach, we recommend the following scope of repair work:

Base Bid Work

1. Removal of the bird guano and existing plaster ceiling from the dome attic space and lantern.
2. Replacement of the copper sheet metal dome cladding, including repair/replacement of the lantern, and re-anchoring the lantern bell.
3. Stabilization of the dome drum limestone cladding.
4. Stabilization of the limestone balustrade.

Alternates

1. Repair of the dome drum limestone cladding (in lieu of stabilization).
2. Replacement of the cornice gutter lining.
3. Additional minor items to be determined during the course of document preparation.

We should note that the design services required for the replacement of the dome cladding are the most difficult and involved of the entire scope of repairs recommended in our report of 28 August 2002. Therefore, the design fees for this work reflect this difficulty. A breakdown based on the opinions of probable construction costs for these items follows at the end of this proposal. As stated in the opening paragraph of this letter, the balance of the repair items, falling into our recommended Phases 1, 2, and 3, will be discussed in a separate correspondence.

Scope of Services

WJE will perform the following services:

1. **Drawing Review and Baseline Drawing Development.** Review available drawings for the building and develop baseline details of existing conditions. These baseline details will supplement the drawings developed during our investigation of the building.
2. **Field Survey.** To supplement the information gathered during the investigation and allow for a structural analysis of the dome, field survey will be performed to document the dimensions of the existing steel framing members of the dome. Other existing conditions will be documented further to aid in the preparation of repair documents.

3. **Construction Documents.** Prepare Contract Documents, including construction drawings, technical specifications, general conditions for the construction contract, and bidding forms for the scope of repair work outlined above. During the preparation of the construction documents, WJE will attend up to three meetings with McLean County and McLean County Museum of History personnel in Bloomington.
4. **Cost Estimating Services.** WJE will engage the services of a cost estimating consultant to assist in preparing opinions of probable construction cost to check that the amount of repair work shown on the documents will fall within the grant amount. This service will be performed when the construction documents are at the 90 percent complete stage to allow changes prior to bidding.
5. **Bidding and Contract Award.** Assist McLean County during bidding by answering questions from contractors and other bidders and preparing addenda, if required. WJE will attend a pre-bid meeting prior to the receipt of bids to walk through the project site. Assist McLean County by reviewing bid proposal and make recommendations for the award of the contract.
6. **Construction Administration.** Assist McLean County with the following services:
 - a. Participate in a pre-construction meeting.
 - b. Review submittals for conformance with the Contract Documents.
 - c. Attend monthly construction meetings.
 - d. Make periodic site visits to review compliance with the Contract Documents. For purposes of this proposal, a five month construction period with four one-day visits monthly are assumed.
 - e. Review applications for payment from the contractor.
 - f. Perform a punch list inspection at substantial completion.

Fee Proposal

For items 1 through 3 (construction document preparation) in the scope of services outlined above, we propose a not to exceed contract amount of \$52,000 in fees plus not to exceed contract amount of \$7,000 in expenses. Expenses include cost estimating services, travel and per diem for item 2, drawing reproduction, postage, and photographic costs. Completion of items 1 through 3 will take 10 weeks from notice to proceed with the work.

For items 4 and 5 (bidding and construction administration services) in the scope of services outlined above, we propose a not to exceed contract amount of \$31,000 in fees plus not to exceed contract amount of \$3,500 in expenses. Expenses include travel and per diem for items 4 and 5, drawing reproduction, postage, and photographic costs.

All work will be performed in accordance with our Standard Terms and Conditions dated 28 May 2001, a copy of which is attached.

Budgeting of Grant Amount

The following breakdown is based on the scope of repair work described above and the opinion of probable construction cost provided in our report of 28 August 2002. (Please note that these cost figures are preliminary and do not represent the actual costs determined by bidding to contractors.) The itemized budgeted amount includes general conditions, overhead, and profit of 20 percent; contingency is added as separate line items as shown below. As discussed above, a portion of the repair scope is included as base bid work and the remainder as alternates.

<i>Base Bid Work</i>	<i>Budgeted Amount</i>
Removal of the bird guano from the dome attic and lantern	\$ 4,800
Repair and replacement of the dome cladding, including repair of the lantern	180,700
Stabilization of the limestone dome drum cladding	15,000
Stabilization of the limestone balustrade	30,000
<i>Contingency</i>	
15 percent design contingency	34,575
15 percent construction contingency	39,760
<i>Design and Construction Administration Fee</i>	93,500
<i>Subtotal</i>	\$ 398,335
<i>Alternates (includes contingency)</i>	
No. 1: Repair of the limestone dome drum cladding (in lieu of stabilization as listed above)	\$ 98,665 (15,000)
No. 2: Repair of the cornice gutter lining	18,000
<i>Total</i>	\$ 500,000

We look forward to continuing to assist McLean County with the preservation of the Old Courthouse. Please contact us if you have any questions.

Very truly yours,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Jeffrey P. Koerber
Project Manager

JPK:mk

Encloures

cc: Greg Koos - McLean County Museum of History
Diane R. Bostic - McLean County Property Committee



STANDARD TERMS AND CONDITIONS

Page 1 of 2
May 28, 2001

These Standard Terms and Conditions shall continue in full force and effect during, and after the completion or termination of, Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) employment. These Standard Terms and Conditions shall control any conflicting term or condition unless WJE agrees otherwise in writing.

PERFORMANCE

WJE and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to WJE's performance, unless agreed to in writing. WJE is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the client. WJE is not responsible for acts or omissions of the client, nor for third parties not under its direct control. WJE shall not be liable for any reason for any special, indirect or consequential damages including loss of use and loss of profit. WJE will take reasonable precautions to minimize any damage to the client's property during conduct of any WJE field work and testing. ~~The client understands that in the normal course of this type of work some damage may occur, liability for which damage is not part of this agreement.~~ WJE may rely upon information supplied by the client engaging WJE, or the contractors or consultants involved, or information available from generally accepted reputable sources, without independent verification. WJE services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against WJE as a result of its services.

WJE shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and safety programs in connection with the project, since these are solely the responsibility of others. WJE shall not be responsible for the contractor's schedules or failure to carry out the project in accordance with contract documents. WJE shall not have control over or charge of acts or omissions of the contractor, subcontractor, or their agents or employees, or of any other non-WJE persons performing portions of the project.

USE OF REPORTS, DRAWINGS AND ELECTRONIC MEDIA

WJE retains ownership of letters, reports, drawings, specifications, photographs, test data, notes and other work product it has created. These documents or parts thereof may not be reproduced in advertisements, brochures, or sales material, nor used by the client for any purpose other than the purpose for which they were prepared, nor by third parties, without the written permission of WJE. Conclusions by WJE based on test results are limited to the specific conditions for which the tests were performed. In the event that WJE work product is stored or transmitted by some form of electronic media, the client agrees that WJE shall not be held liable for the completeness, transmission, accuracy or longevity of these materials, nor for misuse thereof.

PROPOSALS

Proposals expire 120 days after submission to a client unless a different expiration limit is included in the proposal. WJE may withdraw or modify a proposal at any time prior to

acceptance by the client. All fees and expenses quoted in proposals or stated in invoices are exclusive (net) of local or county excise and other business or business license taxes. The client represents it is aware of all such taxes and shall reimburse WJE upon presentation by WJE of the cost of such taxes by an invoice within one year of completion of services.

CLIENT DUTIES

In order for WJE to perform the services requested, the client shall, at no expense to WJE, (1) provide all necessary information regarding client's requirements as necessary for orderly progress of the work, (2) designate in writing a person to act as client's representative for services to be rendered under this Agreement, which person shall have authority to transmit instructions, receive instructions and information, interpret and define client's policies and requests for WJE's services, and (3) provide access to and make all provisions for WJE to enter, without cost, limitation or burden to WJE, publicly or privately owned property as required to perform the work, including the use of scaffolds or similar mechanical contrivances.

SAFETY

Field work of WJE will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions. WJE is not responsible for the safety of other persons or property.

HAZARDOUS MATERIALS

If WJE encounters, or reasonably suspects that it has encountered, hazardous materials in the project, WJE shall cease activity on the project and promptly notify the client. The client shall initiate action, where appropriate, to identify and investigate the nature and extent of hazardous materials in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. Unless otherwise specially provided in writing, the services to be provided by WJE do not include identification of hazardous materials, and WJE has no duty to identify or attempt to identify the same within the area of the project.

It is further understood and agreed that services WJE will undertake for the client may be uninsurable obligations involving the presence or potential presence of hazardous materials. Therefore, the client agrees, except (1) such liability as may arise out of WJE's sole negligence in the performance of services under this agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WJE and its employees, subcontractors and agents from and against any and all claims, lawsuits, damages, liability and costs, including but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous materials. This indemnification applies only to

existing conditions and not to conditions caused or created by WJE. "Hazardous materials" includes, but is not limited to, any substance, waste, pollutant (including mold and mildew) or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

SUSPENSION OF SERVICES

If the client fails to make payment when due for WJE's services and expenses, WJE may, upon seven days' written notice to the client, suspend performance of services under this Agreement. Unless payment in full is received by WJE 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, WJE shall have no liability to the client for delay or damage caused the client because of such suspension of services.

FIXED PRICE CONTRACTS

Where WJE and the client have agreed to a fixed price contract, the following WJE Standard Terms and Conditions are specifically excluded: Time Charges, Expenses, Equipment Usage, Affiliated Consultants, and Subcontracted Services. Progress payments will be made monthly as a percent of completion unless otherwise arranged with the client. Other WJE Standard Terms and Conditions stated herein remain in effect.

~~TIME CHARGES~~

~~Time charges are assessed on an hourly basis, unless other arrangements are established. Minimum time charges for personnel at a job site are 8 hours per day, unless time can be utilized on another job. Hourly rates are not increased for overtime. Billing rates may be increased annually.~~

~~EXPENSES~~

~~Public transportation, subsistence and out-of-pocket expenses incurred during travel, communications, reproduction and shipping charges will be billed at cost plus 5% (invoiced as an expense service fee). Use of company or personal vehicles are billed at \$ 0.40 per mile.~~

~~Expended materials for field and laboratory investigations, rental equipment, and fees advanced on client's behalf will be billed at cost plus 10% (invoiced as an expense service fee).~~

~~Clients may be charged for the cost of providing copies of receipts or detailed "back-up" information concerning expenses.~~

~~EQUIPMENT USAGE~~

~~WJE equipment used in field or laboratory work is billed at approximately 1% of the replacement cost per day, subject to adjustment for minimum or extended usage.~~

~~AFFILIATED CONSULTANTS~~

~~WJE retains certain affiliated consultants as independent contractors. These affiliated consultants are billed at rates equivalent to WJE employees of similar education and professional experience.~~

STORAGE

Material samples not consumed in WJE's work will be discarded 30 days after completion of the project unless the client requests other disposition. Charges will be made for extended storage of materials, records, or equipment. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage.

~~SUBCONTRACTED SERVICES~~

~~Services are billed at cost plus 10% if the subcontracted firm has at least \$500,000 of Professional/General Liability Insurance, otherwise cost is marked up 20%.~~

~~SUBPOENAS AND COURT ORDERS~~

~~The client is responsible, after notification, for payment of time charges, attorney fees and other expenses resulting from a required response to subpoenas or court orders issued at the request of any party concerning any part of WJE's work. Charges are based on billing rates in effect at the time of WJE's response.~~

DISPUTE RESOLUTION

Any dispute that should arise between the client and WJE shall first try to be resolved through mediation. The mediator shall be mutually agreed upon and chosen from a list provided by the American Arbitration Association or other source of experienced professional mediators.

INSURANCE

WJE is protected for general, automobile, workers' compensation and employers' liability coverage by policies written by national insurance carriers rated by the A.M. Best Company. The primary limits are \$1,000,000 with a \$2,000,000 aggregate on general liability. Excess coverage applies to exposures over \$1,000,000. Endorsements are not allowed. Coverage is subject to annual renewal. Increased coverage will be sought if requested. Charges for additional coverage will be billed to the client.

BILLING TERMS

The firm or individual engaging WJE is responsible for payment of charges unless WJE is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Accumulated charges will be billed in approximately monthly intervals. State and local sales and use tax will be included in the billing if applicable. Payment in full (in US dollars) is due upon receipt of the invoice. Invoices which are unpaid 30 days from the invoice date are considered past due and subject to an interest charge at the rate of 1 1/2% per month (or at a lower maximum legal rate) plus related attorneys' fees and collection expenses.

The client is responsible for payment of all charges. Agents of the client who engage WJE are also responsible for payment of all charges unless WJE agrees otherwise in writing prior to the time that the charges are incurred.



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack@McLean.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*
Director, Facilities Management

Date: April 16, 2003

Subj: Lobby Security Screening Equipment - Law and Justice Center

Originally installed in April, 1994, by the McLean County Sheriff's Department and operated and maintained by civilian Facilities Management staff to assist Courts security, the current courts security screening equipment in the lobby of the McLean County Law and Justice Center is now old technology. We have received written notice from the manufacturer, a copy of the letter is attached, of the parcel xray screening machine that, due to the age of our equipment and the increasingly unavailability of replacement parts, they can not longer support the equipment. Therefore, we no longer have a service contract on the unit because the manufacturer will no longer support it. Additionally, the walk-through magnetometer (metal detector) located adjacent to the xray unit is old technology and it now poses problems that relate to 100% reliability. We informed County Administration of these issues at budget hearings in August, 2002, in preparation for the Recommended FY 2003 McLean County budget.

Contained in the Adopted FY 2003 McLean County budget for Facilities Management is a fund to lease-to-own replacement technology over a five-year period, beginning in 2003.

We have reviewed available security technology to replace these two units. Both units are available on state-bid through Denning Electronics Corporation under Federal GSA Supply Contract number GS-07F-9597G, Heimann Systems HI-SCAN 7555i Xray Screening System and CEIA HI-PE/PTZ Multi Zone Walk Through Metal Detector. We have enclosed manufacturer's brochures which explain the technology.

Equipment Specifications:

Heimann Systems HI-SCAN 7555I Xray Unit: (includes)

- 29.7" X 21.9" tunnel opening (slightly larger than the current unit)
- HI-SPOT Autodensity Filtering, preprogrammed to identify kind of metal by atomic weight (not contained on the current unit)
- Super Enhancement, 30mm of steel penetration with automatic optimum contrast selection, cones area for visual enhancement (not available on the current unit)
- Optizoom - Automatically magnifies screened image (not available on the current unit)
- X-Plore semi-automatic highlighting of explosive materials and narcotic via automatic weight. (not currently available on current unit)
- Image Storage of approximately 6000 images. (currently can only store most recent image)
- HI-TIP (Threat Image Protection) training and testing performance of employees program (not on current unit).
- X-Train - On the job training and testing program based on TIP library with operator assigned reports. This program is installed on the unit for operators to use during down time on their shifts. The operator can switch back and forth between X-Train and real time with ease. This is the system that is used by US Federal Buildings. (not available on current unit)
- Stainless steel keyboard panel mount.
- 39" Entrance/Exit Roller Table
- Parts Labor Travel Service Agreement (for years 2, 3, 4, 5) after one-year warranty expires. (no longer available on current unit).
- Complete shipping, installation, setup and training by manufacturer. We pay no taxes.
- **\$52,053.00** (purchase price)

and

CEIA HI-PE/PTZ Multi-Zone Walk-Through Metal Detector:

- 19 floating zone light bar (this means that if metal is detected on a person, the doorway has double light bars which activate to display exactly where on the person the unit is picking up metal detection. (our current unit does not have this feature and we have to "wand" the person down to find it).
- OTP Operational Test Piece No Covering
- Complete shipping, installation, set-up, calibration and training
- Four year parts warranty.
- **\$4,645.00** (purchase price)

Total to be lease financed: \$56,698.00

Lease Proposals

We solicited three (3) leasing proposals, from Denning Electronics Corporation, Commerce Bank, and Bank One.

Proposals: (copies enclosed)

- A. Denning Electronics Corporation through ProLink Financial, Inc. for 5-years at an annual payment of \$13,250.00 at 7.9% interest rate.
- B. Bank One for 5-years at an annual payment of \$12,885.72 at 4.42% interest rate.
- C. Commerce Bank for 5-years at an annual payment of \$12,577.72 at 3.5% interest rate.

Adopted FY 2003 McLean County Budget for the Lease:

\$16,000.00 in line-item 0001-0041-0050-0838.0001

Using advanced technologies, the proposed xray-screening unit can detect classifications of contraband items and materials which the current unit cannot detect. The unit uses a color-coded method of notification by the atomic number of screened materials. This advantage helps to detect explosive materials and narcotics, not featured on the current unit. The multi-bar light array located on the sides of the walk-through metal detector will provide a valuable aid to identify where metal objects are located on a person being screened. The old unit does not have this feature and was not available on units manufactured years ago.

Because the current lobby security screening equipment technology is no longer supported by the manufacturer and parts to repair the unit may not be available in the future, we therefore request and recommend approval of the Commerce Bank proposal to lease/purchase the needed replacement technology under the proposed five-year lease at an annual payment of \$12,577.72 at 3.5% interest and that the new units be ordered and installed in the lobby of the Law and Justice Center. At the end of the lease term we will own the equipment.

Our plans are to use the old walk-through metal detector in the Jail Booking entrance and to use the old xray unit as a back-up for as long as it continues to operate.

Thank you.
JEM: Enclosures

Cc: Sheriff Dave Owens, McLean County Sheriff
Mr. Eric T. Ruud, Chief Civil Assistant States Attorney



RECEIVED

FAX TRANSMITTAL

JAN 08 2002

Customer Support Operations

Facilities Mgt. Div.

11240 Warland Drive
Cypress, CA 90630
Tel: 562-370-2423
Fax: 562-594-8243

Date: January 8, 2002
To: Tom Hawk
Company: McLean County Law & Justice Center
Fax No. 309-88-4120
From: Sonya Hopkins, Customer Support Sales
Subject: **Maintenance Agreement Information**

Time: 10:45
Total Pages: 1

Dear Mr. Hawk,

I am sorry to inform you that we are no longer able to service the 01-0410-01, System 4, Serial No. 50544, listed on last year's contract.

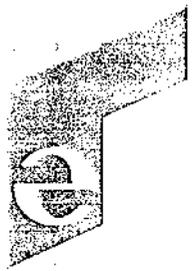
The reason being is that the System 4 is an old unit and the parts are becoming obsolete, there for making it hard to commit to a contract. We will be happy to service your unit on a time and material basis. I have included our service rate schedule.

Please do not hesitate to contact our service department or myself should you require additional information at 800-776-3030.

Regards,

Sonya Hopkins
Contract Administrator

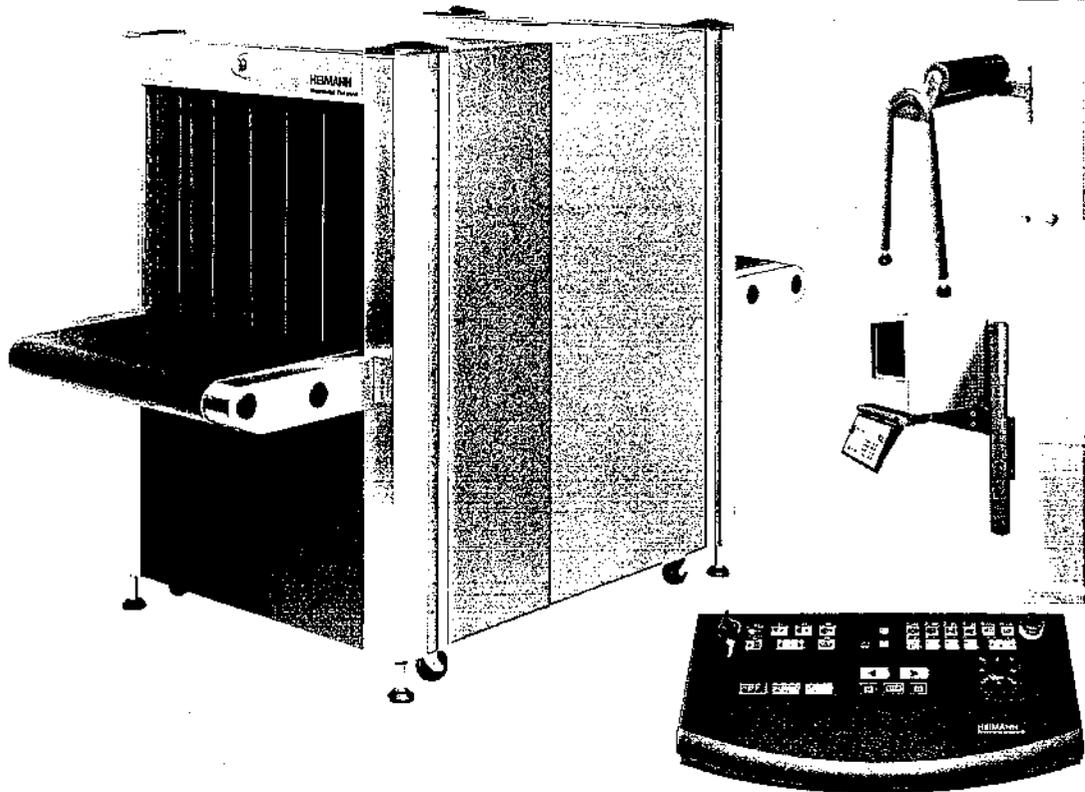




HEIMANN
SYSTEMS

HI-SCAN 7555i

X-ray Inspection System



- **High-End processor technology**
- **High-Speed digital signal transmission**
- **HI-MAT^{Plus} advanced material classification**
- **High image resolution**
- **24 Bit real time image processing**
- **New ergonomic user interface**
- **Free programmable priority keys**

The HI-SCAN 7555i is a newly designed, compact x-ray inspection system with a tunnel opening of 755 mm (30") wide by 555 mm (22") high. This tunnel size is ideally suitable for screening checked luggage and packages as well as briefcases, handbags and other small items.

The HI-SCAN 7555i is part of the new ProLine system concept, which offers various possibilities of extension due to a modular, flexible system design.

Online image analysis methods to support the operator's work, and a new man-machine interface configured according to ergonomic aspects, are pointing the way to the future for this kind of system. Innovative technique and a high degree of reliability, make this system an excellent tool for covering sensitive fields of inspection. The equipment offers the operating personnel optimum support in making decisions and reduces inspection times considerably.

General Specifications

Tunnel dimensions	755 (W) x 555 (H) [mm] • 29.7" (W) x 21.9" (H)
Max. object size	750 (W) x 550 (H) [mm] • 29.5" (W) x 21.7" (H)
Conveyor height ¹⁾	approx. 750 mm (29.5")
Conveyor speed at mains frequency	approx. 0.2 / 0.24 [m/s]
50 Hz / 60 Hz	
max. conveyor load even distributed over the whole conveyor	160 kg (352 lbs)
Resolution (wire detectability)	standard: 38 AWG (0.1 mm) • typical: 39 AWG (0.09 mm)
Penetration (steel) ²⁾	standard: 27 mm • typical: 30 mm
X-ray dose / inspection (typical)	standard: 0.8 µSv (0.08 mrem) • with HI-MAT: 1.6 µSv (0.16 mrem)
Film safety	guaranteed up to ISO 1600 (33 DIN)
Duty cycle	100 %, no warm-up procedure required

X-ray Generator

Anode voltage • cooling	140 kV cp • hermetically sealed oil bath
Beam direction	diagonal

Image Generating System

X-ray converter	L-shaped detector line
Grey levels stored	4096
image presentation	B/W, color
Digital video memory	1280 x 1024 / 24 bit
Image evaluation functions	VARI-MAT, O ² , OS, HIGH
	electronic zoom: enlargement 2-, 3-, 4-, ... 16-times
Monitor	15"-color monitor, emission meets MPR II and TCO 95 standards
	17"-monitors optional

Additional Features

Features	fading-in of date/time, luggage counter, user id-number, luggage marking system (acoustic), display of operating mode, REVIEW-feature (to recall image areas no more visible)
Options	Zoom-overview, free programmable keys HI-MAT (distinction of material groups), X-ACT, HI-TIP, HI-SPOT, SEN, XPIore, IMS (image management system)

Installation Data

X-ray leakage	meets all applicable laws and regulations with respect to X-ray emitting devices.
CE-labelling	in compliance with guidelines EN 50081-1, EN 50082-2, EN 50178
Sound pressure level	< 70 dB(A)
Operating- / storage temperature ³⁾	0° - 40°C / -20°C - +60°C
Humidity	10% - 90% (non-condensing)
Power supply ³⁾	standard: 230 VAC or 110 VAC +10% / -15% • 50 Hz / 60 Hz ± 3 Hz
Power consumption	approx. 0.8 kVA
Protection class keyboard	IP 22
Dimensions • Weight ⁴⁾	2120 (L) x 995 (W) x 1443 (H) [mm] • approx. 580 kg 83.5" (L) x 39.2" (W) x 56.8" (H) • approx. 1278.7 lbs
Mechanical construction	steel construction with steel panels, mounted on roller castors standard color(s): RAL 7016 (dark gray) / B11-W1 (blue)

¹⁾ approx. values (adjustable)

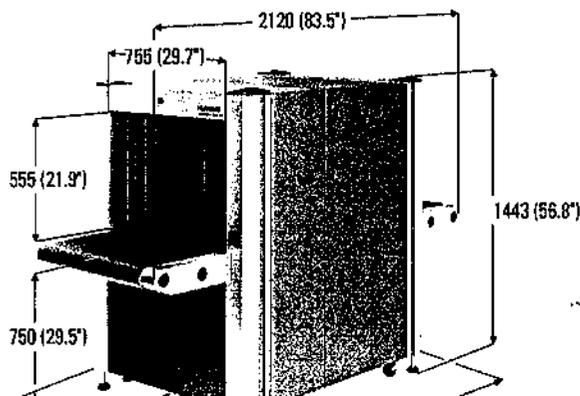
²⁾ higher conveyor load at systems with frequency converter

³⁾ according to ASTM test procedure

⁴⁾ extended temperature range on request

⁵⁾ different values optional

⁶⁾ without control desk, keyboard, monitor(s) etc.



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Fax.: ++ 65 469-2506
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www.denningelectronics.com



HI-MAT^{Plus}

Advanced Multi Energy Method

Introduction

By means of color coding the material information, the **HI-MAT^{Plus}** feature facilitates a quasi real color representation unlike the pseudo color representation, which simply changes gray values into colors.

HI-MAT^{Plus} offers the advantage of an improved detectability of items inside a piece of luggage due to its ergonomic color representation as compared to other systems or in comparison with b/w representation.



B/W image

Classification

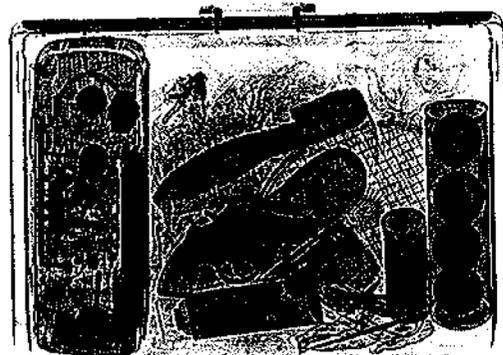
In the multi energy method for evaluation of material information of the X-ray signal, the high- and low energy radiation fractions obtained after penetration of the object, are compared. By means of this method conclusions concerning material origins can be made.

The classification of materials is carried out according to the atomic numbers Z. Three main groups of elements are distinguished by colors of a continuous color scale:

- 0 < Z < 10 orange (low)
- 10 < Z < 18 green (medium)
- 18 < Z < 40 blue (high)

Color assignment

The scale comprises colors of orange for elements of low atomic number, i.e. elements which can be found in organic material, green for elements of medium atomic number and blue for elements of higher atomic number. The information concerning material thickness and respectively absorption factor is furnished by means of the degree of brightness for the color signal. Therefore, items composed of the same material of different in thickness, show the same color while differing in brightness.



HI-MAT^{Plus} image

Ergonomic image display

Due to sophisticated realtime image processing and edge enhancement of the new **HiTraX** X-ray technology, the image focus of **HI-MAT^{Plus}** is superior. Very fine structures and differences in density become visible, so that thin wires or hidden items in manipulated luggage, can easily be recognized.

The sensitivity of the human eye varies with the wavelength (color) of light. The color representation has therefore been adapted to the human eye anatomy. The adaptation of the image representation to the physiognomy of the eye facilitates the focusing and object perceptibility.

Overlapping material

The advantage of a continuous color scale becomes evident when considering overlapping materials: In systems with abrupt color switch-over between organic and non-organic materials, even thin layers of overlapping materials, such as steel, copper or PVC, will lead to organic materials being classified as non-organic materials, which is wrong.

HI-MAT^{Plus}, however, provides a mixed color representation depending on the degree of the mixture of materials which can be distinguished from the color of the overlapping materials.



Enhancements

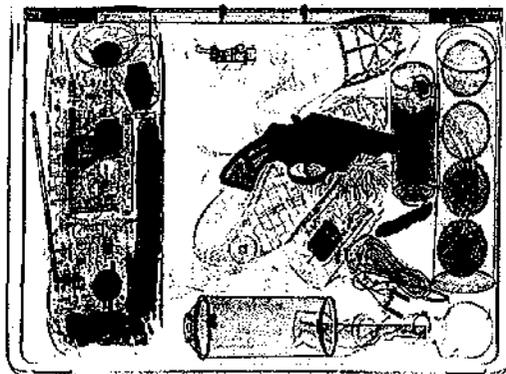
The contrast enhancement functions known from the b/w image are also available for the **HI-MAT^{Plus}** color representation. These functions only have an effect on the image brightness, the colors and thus the material assignment are always kept.

Limits of classification

The material classification reaches its limits with the penetration limit of low energy radiation. This limit, can be defined with 10-15 mm steel. Layers of higher thickness can be penetrated and detected by means

of high-energy radiation fractions, however, such layers cannot be classified.

The result will not be represented in colors but in gray shades. If this range is represented by means of an additional bright color, as found in other products, a deterioration of the object recognizability is the consequence.



VARI-MAT image

VARI-MAT

In a regular image all objects on the screen are displayed independent of their X-ray absorption degree. By using **VARI** a particular partial area of absorption is defined. Only those objects whose absorption degrees are within the selected area are displayed with a highly increased contrast while all other objects are suppressed.

VARI-MAT is suitable for visualizing finest contrast differences as well as details of items which are difficult to penetrate and suppresses any disturbing homogeneous background.

Typical suitcases, which are densely packed, will be represented with an all organic background. The **VARI-MAT** image will then be positioned in a way that this background appears almost invisible. Suspect accumulations of organic material will clearly contrast with such background. On depression of a key, an arbitrary **VARI** presetting will be available in real time.

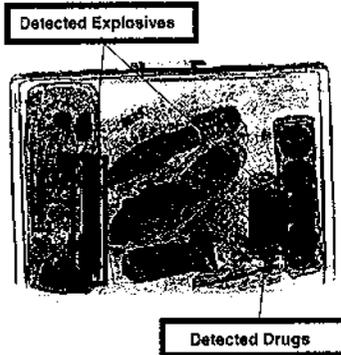


HEIMANN

ADVANCED OPTIONS

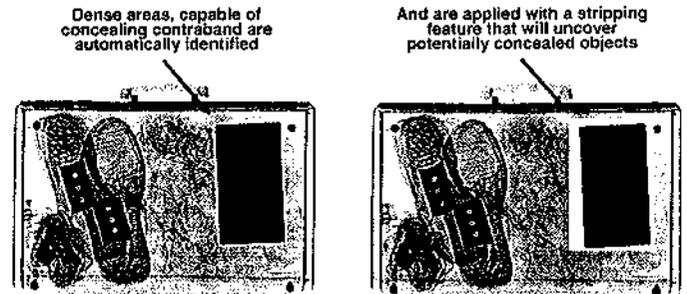


X-Act



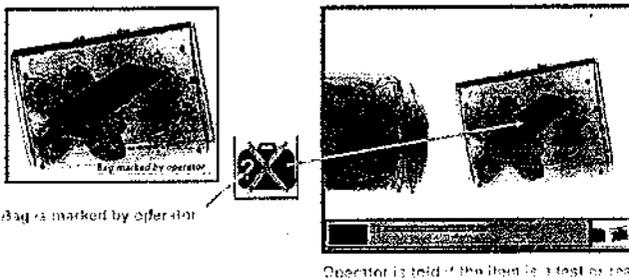
By placing a frame around objects that could potentially be explosives or narcotics **X-Act** enhances the operator's ability to identify these difficult objects. Derived from Heimann's Automated Systems, X-Act employs an advanced algorithm that analyzes objects based on atomic number, density, and volume.

Hi-Spot



Hi-Spot greatly improves the process of examining dense objects. By Automatically lighting dense objects and leaving areas of low absorption alone, Hi-Spot optimizes the image allowing for fast, accurate, and detailed analysis without the need for operator intervention.

TIP - Threat Image Projection



Threat Image Projection has been designed to address the issues of training and on-the-job testing. Drawing from a library of digital threat items stored in the x-ray system, TIP places threat objects into items as they appear on the monitor. Pressing a key on the control panel will inform the operator if they are being tested, while failing to identify the threat will result in the conveyor being stopped. Results are then stored allowing supervisors to review their operator's performance.

Image Store

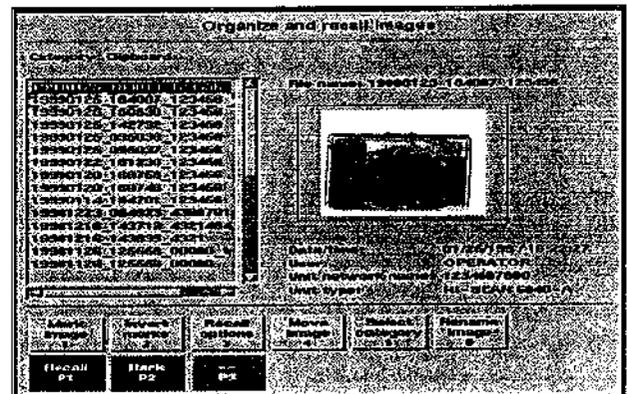
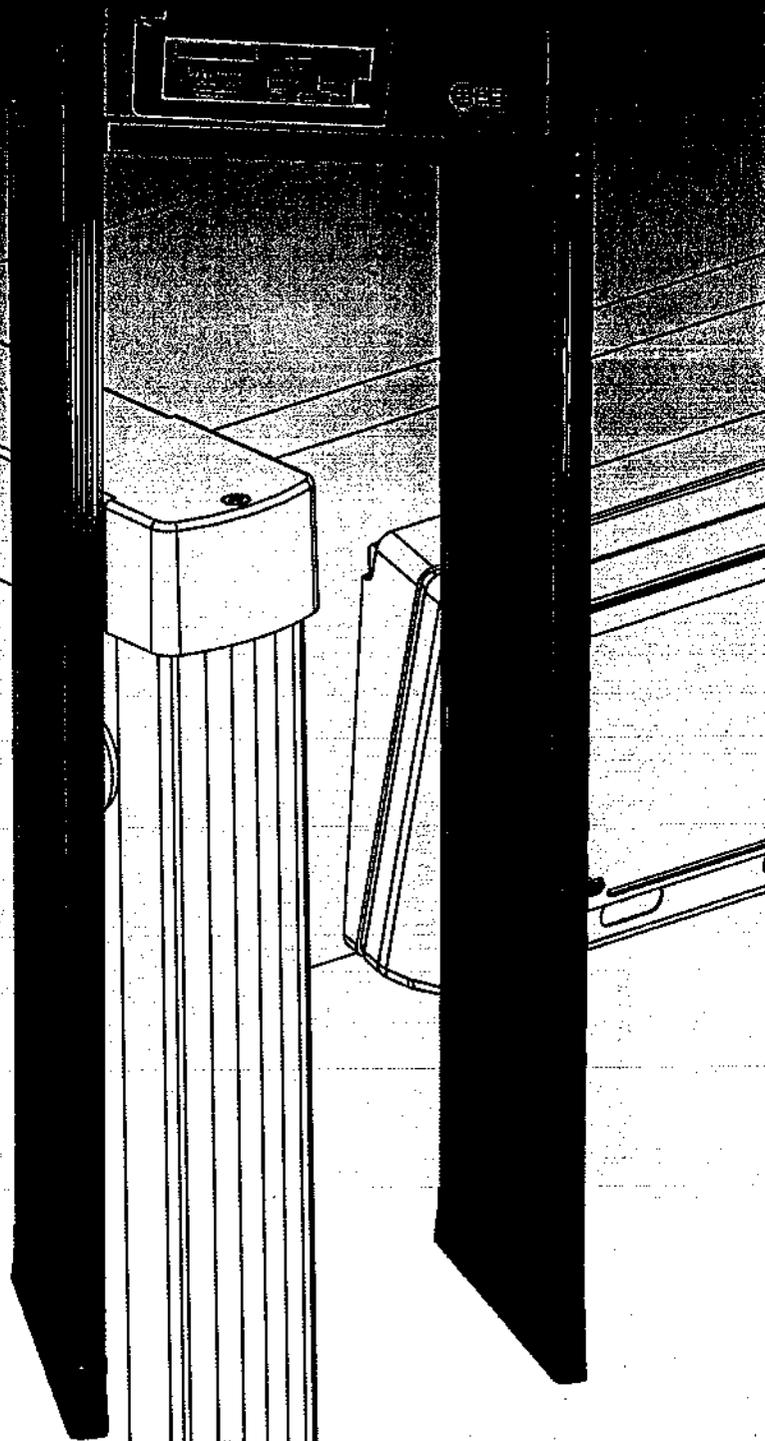


Image Store allows for the capturing of x-ray images. Once captured the image can be filed, downloaded, used in conjunction with TIP or as training tools for operators. Images can also be stored as a permanent record of what has entered or left a facility.

Hi-PE Multi Zone High Performance Metal Detector

- High Speed of Detection
- Highly Visible Double Display provides Single or Multiple Location of Weapons in Transit
- Very High Speed of Detection
- High Immunity to External Interferences
- Direct Selection of the International Security Standards
- High Reliability
- Local or Remote Programming with Networking Capabilities



 **CEB** S.A. An  **CERTIFIED**
ISO 9001 Company

 **CEB** ® **USA**

HI-PE Multi Zone

High Performance Metal Detector

The **HI-PE Multi Zone** is a high performance walk-through metal detector which exceeds all International Security Standards.

A "height on person" display actually indicates, by means of illuminated LED's, the position of the weapon on the person. The location zones are not fixed, as in the case of metal detectors with multiple receiver-transmitter coils, but are variable and continuous so as to achieve optimum resolution.

The panels are washable and will not lose their shape even in humid conditions; they are also equipped with shock absorbent edges to protect it against damages.

HI-PE Multi Zone can be supplied, on request, with two emergency batteries that automatically come into operation in the event of a mains failure.

A Photocell transit count, in option, allow counting of the number of people passing through the metal detector.

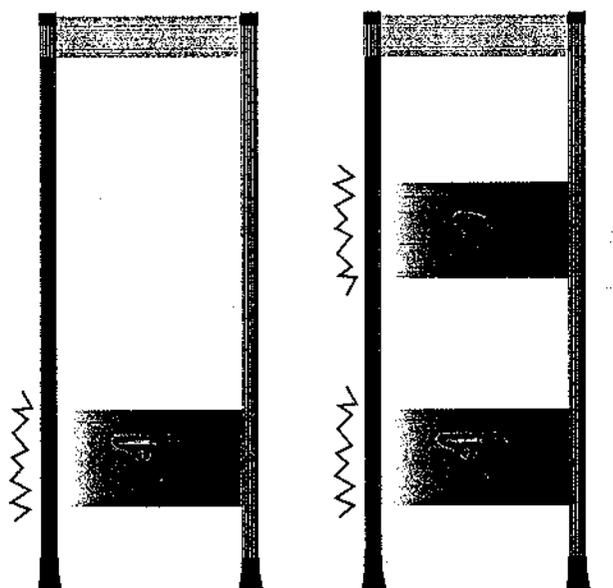
LOCATING THE WEAPONS DETECTED

In case of detection of a metallic mass, the **HI-PE Multi Zone** not only provides an acoustical and optical alarm, it also gives an illuminated "height on person" indication by means of two bar displays, which are built into the antenna of the metal detector.

These may be programmed to provide a display either on both sides or on just one side of the gate.

The special signal analysis system allows the zones in which the metal masses are detected to be displayed with a high degree of precision.

This allows inspection procedures to be reduced and consequently provides a significant increase in the rate of people passing through.



Single location
Display of one metal mass

Multiple location
Display of two or more metal masses

Technical data

Main features

- Adjustable sensitivity with a wide range of settings.
- International Standards: immediate selection of International Security Standards.
- High detection speed: up to 45 feet per second.
- Very high immunity to both electrical and mechanical interference.
- Programmable operation controlled by microprocessor.
- Programming: via built-in keypad and display or RS232/RS485 serial connection to PC or computer network.
- Programming access protected by a mechanical lock and two alphanumeric passwords.
- Cable-free automatic synchronisation between two or more Metal Detectors at a minimum distance of 2 inches from each other.
- High-integration professional electronics and maximum reliability.
- Control unit incorporated into the detector.
- No need for initial or periodic calibration.
- Easy maintenance: the control unit can be replaced within one minute.
- Colour: light grey RAL 7040

Alarms

Visible signals:

- Multi-zone display bar for "height on person" localization.
- High intensity display.
- Green and red signals.
- Signal proportional to the mass of the object detected.

Under the alarm threshold

- Small metal mass
- Medium metal mass

Over the alarm threshold

- Medium metal mass
- Large metal mass

Audible signals:

- High acoustic intensity alarm signal.
- Volume and tone of alarm signal can be programmed.
- Steady tone or tone length proportional to the mass of the object detected.

Certification and Conformity

- Harmless to wearers of pacemakers or other vital support systems, pregnant women and magnetic storage media (floppy disks, audio cassettes, video cassettes and similar).
- Conforms to the FAA "3-Gun-Test" standard and to the NILECJ-0601-00 standards for all security levels.
- Satisfies EC regulations and international standards relating to electrical safety and electromagnetic compatibility (EMC).

Installation Data

Power Supply:

- 115 / 230 VAC, $\pm 15\%$, 45-65 Hz, 30 VA MAX

Inputs:

- RS-232C interface for the connection with a terminal, a computer or an external modem
- RS-232C interface for the network connection with other CEIA metal detectors

Temperature and relative humidity:

- from -15°C to $+50^{\circ}\text{C}$; from 0 to 95% (without condensation)

Accessories / Options

- Photocell transit count.
- Metal test samples.
- Back-up batteries with 45 minute or 8 hour independent operation capability.
- Network Mangement

CEIA reserves the right to make changes, at any moment and without notice, to the models (including programming), their accessories and optionals, to the prices and conditions of sale.

DENNING
ELECTRONICS CORPORATION
7628 Plaza Court

ceia USA

CEIA USA Ltd
9177 Dutton Drive - Twinsburg
OHIO - 44087 USA
Phone : 330 405 3190
Fax : 330 405 3196

DENNING ELECTRONICS CORPORATION

833 Shannon Drive
Crown Point, IN 46307

Telephone: 219-661-8964

Fax: 219-661-8965

1-Heimann 7555i X-ray & 1-CEIA HIPEPTZ Metal Detector Equipment Proposal 139H 155C

McLean County Facilities
Jack Moody-
104 West Front
Bloomington, IL 61701

➤ **Proposal Date:** April 15, 2003
➤ **Expected Delivery:** 2003
➤ **Quote Identifier:**
➤ **Delivery Location:**

➤ **EQUIPMENT PRICES: Heimann GSA Contract #GS-07F-9597-G Pricing below reflects GSA pricing**

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
One	Heimann Systems HI-SCAN 7555i: X-Ray Screening System, with 29.7" x 21.9" tunnel opening. With HI-MAT Plus: Organic/Inorganic Materials Identification for the assisted recognition of explosive devices and HI-TraX technology.	\$30,003.00	\$30,003.00
One	HI-Spot: Automatic density filtering.	INCLUDED	INCLUDED
One	Super Enhancement: 30mm of Steel Penetration, Automatic Optimum Contrast Selection.	INCLUDED	INCLUDED
Option	X-Plore: Semi - Automatic highlighting of explosive materials and narcotic via automatic weight.	\$2,500.00	INCLUDED
One	Optizoom: Automatically magnifies the screened image to utilize the entire available monitor space.	\$1,500.00	INCLUDED
Extra Cost Items per unit:			
Option	Image Storage: Storage of approximately 6000 images.	\$2,500.00	
Option	HI - TIP: (Threat Image Protection) On the Job Training and Testing program.	\$5,500.00	
Option	X-ACT: Automated assisted recognition of explosives and narcotics by their atomic weight	\$5,500.00	
Option	X-Train: On the job training and testing program based on TIP library with operator assigned reports. This program is installed on the x-ray machine for all operators to use during down time on their shifts. The operator can switch back and forth between X-train and real time with ease	\$3,500.00	
ONE Option- Package 1	Option Package 1: X-Plore: Semi - Automatic highlighting of explosive materials and narcotic via automatic weight. Image Storage: Storage of approximately 6000 images. HI - TIP: (Threat Image Protection) On the Job Training and Testing program. X-Train: On the job training and testing program based on TIP library with operator assigned reports. This program is installed on the x-ray machine for all operators to use during down time on their shifts. The operator can switch back and forth between X-train and real time with ease This is the package that all US Federal Buildings are ordering.	\$8,750.00	\$8,750.00
Option	Stainless steel control panel (keyboard) mount: Mounts on either side of machine	\$150.00	\$150.00
Option	39" Entrance/Exit Roller Table	\$ 1,150.00	\$ 1,150.00
Option	39" Entrance/Exit Roller Table	\$ 1,150.00	\$ 1,150.00
SERVICE CONTRACT OPTIONS:			
MUST BE PURCHASED AT TIME OF PURCHASE TO RECEIVE DISCOUNTED PRICING.			
4 years	<i>Parts Labor Travel Service Agreement (for years 2,3,4,5) to include: travel, labor, parts. Annual cost after original 12-month warranty expires. * Pricing of Service Agreement must be purchased at time of system order. \$2,500.00 per year</i>		\$10,000.00
Estimated Shipping Charges			\$850.00
Installation Charges			INCLUDED
TOTAL Heimann 7555i-			\$52,053.00

CEIA METAL DETECTOR EQUIPMENT/SYSTEM 155C

<u>QTY</u>	<u>PART #</u>	<u>DESCRIPTION</u>	<u>(USD)</u>	<u>(USD)</u>
			<u>UNIT</u>	<u>EXTENDED</u>
One (1)	HI-PE/PTZ	HI-PE Multi Zone walk through (19 floating zone Light bar	\$3,615.00	\$3,615.00
One (1)	OTP	Operational Test Piece (OTP) No Covering	\$120.00	\$120.00
Estimated Shipping Charges				210.00
Installation System Assembly, Set-up, Calibration and Basic Operational Training Charges Certified technician to come to your site to Set-up, Calibrate and Train customer's authorized training officer, agent, or representative. Installation and training limited to one visit not to exceed 2-3 hours and on an appointment-basis only. \$700.00 This is Optional: otherwise a manual comes with the metal detector for you to set-up.				700.00
CEIA Metal Detectors Four Year Parts				Included
TOTAL				\$4,645.00
Total for Heimann 1- 7555i X-ray and 1-CEIA HIPEPTZ Metal Detector Systems				\$56,698.00

NOTE:-

- Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind.
- Payment terms are Net 30 days unless otherwise indicated.

> SHIPPING INFORMATION FOR HEIMANN X-RAY AND CEIA METAL DETECTORS:

NOTE:

- Shipping terms are FOB origin unless otherwise indicated.
- Please allow weeks after receipt of order for ship date.
- Please allow a minimum of seven (7) days for delivery to site after ship date.

> INSTALLATION INFORMATION FOR HEIMANN X-RAY:

Heimann Systems will perform the following installation services:

- 1) Assembly of system
- 2) Calibration and operational testing of system
- 3) Radiation survey and report completion
- 4) Operator training - operations only (see below)
- 5) Twelve (12) months labor warranty (see No. 4 below)

Operator training to include the following:

- 1) Correct method of loading and unloading parcels (including knowledge of conveyor capacity).
- 2) Use of conveyor controls (forward, reverse and stop)
- 3) Use of system software features (inorganic stripping, organic stripping, zoom, reverse image, etc.)
- 4) Start-up procedures and fail-safe features
- 5) Minor troubleshooting of system

NOTE:-

- Installation to be performed on an appointment-basis only. Please call (973) 830-2100 upon receipt of equipment.
- Installation is limited to one visit and eight (8) total hours at installation site.
- Operator training to be performed in the presence of customer's authorized training officer, agent or representative.

> WARRANTY INFORMATION HEIMANN SYSTEMS

DOMESTIC WARRANTY STATEMENT:

Heimann Systems warrants the HI-SCAN Systems to be free from defects (under normal usage) for a period of twelve (12) months after date of delivery, on parts, labor and technician's travel. Heimann Systems obligation, under the parts warranty, is limited to repair or replacement of any defective parts, to be returned to Heimann Systems within the warranty period. Heimann Systems shall not be liable for any warranty, either expressed or implied, other than set forth above, and shall not be held liable for consequential or contingent damages. This warranty shall not apply to any materials which have been damaged.

by improper handling, installed or operated in any manner not in accordance with Heimann Systems instructions, subjected to misuse (negligent or accidental), or repaired or altered without the written consent of Heimann Systems.

➤ **WARRANTY INFORMATION CEIA METAL DETECTORS**
DOMESTIC WARRANTY STATEMENT

CEIA USA offers a 48-month warranty that includes parts. Transportation to the site for service is the responsibility of the customer. CEIA USA will train technicians in a two-day course at our Cleveland, OH headquarters at no charge. This warranty shall not apply to any materials which have been damaged by improper handling, installed or operated in any manner not in accordance with CEIA manual instructions, subjected to misuse (negligent or accidental), or repaired or altered without the written consent of CEIA.

Our service rates are \$95 per hour for bench time and on-site labor. Travel time is billed at \$35 per hour. Holidays and time after 1700 hours to 600 hours is billed at 1.5 times the normal rate.

Prepared By:	Accepted By:
<hr/> Cindy C. Harts Phone: 219-661-8964 Fax: 219-661-8965	<hr/> Jack Moody Phone: 309-888-5192 Fax: 309-888-4120

Please direct all orders to Heimann Systems Corp. 30 Hook Mountain Rd. Pine Brook, N.J. 07058 Fax: 973-830-2200 and Fax or mail copy of order to: Denning Electronics Corporation Attn: Cindy Harts 833 Shannon Drive Crown Point, IN 46307 Fax: 219-661-8965 Phone 219-661-8964

➤ **PROPRIETARY INFORMATION STATEMENT**

This quotation contains information proprietary to Heimann Systems & Denning Electronics. No part of this information may be reproduced or transmitted in any form without the prior written permission of Heimann Systems. This quotation supersedes all previous quotations and is valid for 90 days from date of issue, unless otherwise stated.



7.9%

Lease Rate Quote for Equipment Financing

LESSEE: McLean County Facilities

EQUIPMENT: X Ray Unit (Heimann Systems) & Metal Detector (CEIA)
Proposal 139H 155C

EQUIPMENT COST: \$56,698.00

END OF LEASE OPTION: LTOP = Lease to Own Plan (no residual value)

Lease Term	Annual Payment
60 months	\$13,250.00

- **FIRST PAYMENT DUE IN ADVANCE**
- This is a quote only, not a commitment to fund, final approval is subject to credit review and approval and receipt of properly completed documentation and verification.
- This rate is guaranteed for 30 days from the issue date.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 amended.

November 13, 2002

Athn:	Estimated Delivery: April, 03	Equipment Cost: \$56,698
Lessee: McLean County, IL	Down pmt / trade: N/A	Quote Date: April 8, 2003
Equipment type: X-Ray and Scanning Equipment	Funding Date: April, 03	Bank Officer: Bill Mullins

Amount financed	Term Years	Structure	Pmt. Amount	First Payment Due	End of Lease Purchase Option
\$56,698	5	CSA with annual payments due in May	\$12,885.72 / 4.42%	May, 2004	\$1.00

COMMENTS: This proposal assumes funding the transaction in April, 03

This proposal is contingent upon final credit approval of Borrower and completion of documentation satisfactory to Banc One Leasing Corporation. These payments are for demonstration purposes only. Actual payments may vary based on the cost of funds at time of funding. This quote assumes purchase of equipment from independent third party (as determined by BOLC).

ADVANCE PAYMENTS AND FEES: A processing fee will be included in the financed amount.

TYPE OF FINANCING:

CONDITIONAL SALES AGREEMENT with \$1.00 buyout at end of term.

Prepared By: TK Overton, Leasing Inside Sales Phone: 800-586-1964 ext 4 FAX 614-213-2081

Term Sheet

McLean County: 5-year fixed rate Municipal Lease

Lessee: McLean County

Lessor: Commerce Bank, N.A.

Equipment Cost: \$ 56,698.00

Equipment: One (1) Heimann systems HI-SCAN 6040i X-ray screening system
One (1) CEIA JI-PE/PTZ Walk Through Metal Detector

Terms: 5 annual payments in arrears

Payment Factor: 22.18371% of cost – based on a lease commencement date of May 1, 2003. Payment amount is \$ 12,577.72 annually.

Pro Rata Rent (Progress Payments): In the event that Lessor pays all or any portion of the purchase price of equipment prior to funding of the entire Lease, the Lessee shall pay to Lessor, from and after the date of disbursement through the beginning of the base or initial lease term Pro-Rata Rent on the daily outstanding balance at the daily equivalent of the monthly lease rate. Pro Rata Rent is to be paid monthly. In the event the equipment is for any reason not accepted by the Lessee, Lessee will on demand pay to Lessor all amounts advanced by Lessor, plus sales tax (if any) and the Pro Rata Rent due.

Acceptance Date: Prior to May 1, 2003

Net Lease: The Lease will be absolutely net. The Lessee will be obligated to pay all costs, charges, fees and expenses associated with use, possession, control, and operation of the Equipment, and to indemnify the parties with respect to such liabilities. We are requiring a \$ 250 documentation fee as the only transaction fee for the Lessee for this lease.

End of Lease

Options: At the end of the Initial (Base) Lease Term, Lessee will own the equipment.

Interest Rate: The interest rate is fixed for 5-years at 3.50%.

Documentation: Funding of the above Lease(s) is contingent upon receipt and review of Lease and related documentation acceptable to Commerce Bank, National Association in its sole discretion.

April 7, 2003

Jack E. Moody, CFM
Director, Facilities Management
McLean County
104 W. Front Street
P. O. Box 2400
Bloomington, IL 61702-2400

Dear Mr. Moody:

Please accept this as our Quote to provide a \$ 56,698.00 municipal lease to McLean County which proceeds are to be used to Purchase Heimann Systems HI-SCAN 6040i X-ray screening system and CEIA HI-PE/PTZ Walk Through Metal Detector. Terms are summarized on attached pages.

The lease rate factors in the lease are based upon an "index" – which is the 5-Year yield to maturity of U. S. Treasury Securities as published in the Federal Reserve Bank Boards H15 Report. The index date is March 28, 2003 for this quote municipal lease. As the index rate changes your implicit interest rate may or may not change. Please contact me at 314-746-3678 with any questions.

ORAL AGREEMENTS OR COMMITMENTS TO LEASE MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR OBLIGATION, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

Lessor: Commerce Bank, National Association

By: _____
Daniel J. Gutmann

Title: _____
Vice President of Leasing

Date: _____

Proposal expires unless accepted by May 1, 2003
Accepted by:

Lessee: McLean County

By: _____
Michael F. Sweeney

Title: _____
Chairman, McLean County Board

Date: _____
May 20, 2003



RECEIVED

APR 11 2003

Facilities Mgt. Div.

April 9, 2003

Jack E Moody
McLean County
PO Box 2400
Bloomington, IL 61702-2400
United States of America

Dear Jack,

We are seeking permission to install a Christmas tree on the North East corner of the Courthouse Square on the Museum of History Lawn. It would be installed this year during the holiday season. City employees will install and remove the tree and repair any damage to the lawn. The City or Uniquely Bloomington will be responsible for the lights and electricity.

Please let me know if we have your permission.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael McNeil'.

Michael McNeil
Executive Director
Uniquely Bloomington!

CJCZ

cc: Judy Markowitz, Michael Sweeney, Greg Koos, and John Zeunik



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mclean.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee
FROM: Bill Wasson, Director of Parks and Recreation
DATE: 04/28/03
RE: General Report

Parks Usage - YTD as of 04/28/03

	2003	2002	2001
Camping Nights	403	372	465

Watercraft Registration

Annual Resident	194	211	246
Annual Non-Resident	155	253	315
Daily Resident	6	9	11
Daily Non-Resident	39	24	45

Additional Departmental Activities

1. Boating Safety Class - 32 participants registered (April 5)
2. First Day of Reservations - 274 Reservations (April 5)
3. Adventure Race - 40 participants registered (April 14)
4. Fishery Structure Day - 40 structures installed with volunteers (April 26)
5. Community Group Tree Planting- 30 participants (April 27)

PROGRESS REPORT
U.S. Route 66 Bikeway Study
McLean County, Illinois
HANSON PROJECT NO. 01S2024
March 2003

Work Performed Since the Last Progress Report:

- Continued refining alternatives.
- Continued developing conceptual ideas for associated activities and facilities.
- Refined plan and profile sheets for the bikeway.
- Held a public meeting on March 4, 2003 for residents of Funks Grove and the Cemetery Association.
- Held a Public Informational Meeting on March 11, 2003 in Normal.
- Prepared exhibits and handouts for Public Meetings.
- Mailed invitations to interested parties for public meetings.
- Mailed newspaper notification of public meeting.
- Scheduled a Prairie Remnant Survey with IDOT Central Office staff for April 9, 2003.
- Continued preparation of the Project Development Report.
- Initiated the Drainage Study for the preferred alternative.

Upcoming Work to be Performed:

- Further refine plan and profile and cross sections for the bikeway.
- Conduct Prairie Remnant Survey with IDOT Staff.
- Schedule Prairie Survey with ISU Professors.
- Continue to refine the preferred alternative.
- Complete Drainage Study.
- Initiate survey for Hydraulic Report at Timber Creek.
- Continue preparation of the Project Development Report.
- Prepare Draft Final Project Development Report for County's review.

***U.S. Route 66
Bikeway***

***Open House
Public Meeting***

***March 11th, 2003
Sign-In Booklet***

**U.S. Route 66 Bikeway
Open House Public Meeting
March 11, 2003**

NAME	ADDRESS	PHONE
1. Thomas M. ...	507 W. ...	452-8105
2. Roger C. Anderson	14 McCormick Blvd. Normal	452-5728
3. Tom Whelan	1522 W. Chestnut Blm. 61701	828-0892
4. Angelo Cyparella	19171 Broadway Dr, Bloomington 61704	828-4391
5. Lou Pankovitz	1105-700 E. Norris Dr. Ottawa, IL	434-8473
6. Paul DeKeersgieter	11 Kent Dr Normal IL	452-9892
7. Rick Dean	237N 2700 EAST HERAY	962-300
8. CRAIG REED	700 EAST MORRIS DR. OTTAWA	434-6131
9. Alan Otto	1119 Perry Ln. Normal	862-3337
10. Mike Wall	100 E. Phoenix, Normal	454-9576
11. Richard Verdery	405 Centennial Ave, Normal	454-1675
12. Keith Rich	109 E. Olive, Bloomington	434-722
13. Jerry Armstrong	109 E. Olive, Bloomington 61701	434-2260
14. Bayo Adarri	100 E. Phoenix Ave, Normal	454-95
15. GEORGE DRYE	109 E. OLIVEST BLOOMINGTON	434-222.
16. Roger Smith	2015 W. Oakland Blm.	827-439
17. Lucy Patterson	14 Canterbury Pt #1	662-034
18. Bill Wasson	105 Diane Dr. Lexington, IL	365-831
19. Michelle Coni	909 Broadway Normal	454-2910
20. JUSTIN ORCUTT	902 N. MADISON ST BLOOMINGTON	827-021
21. SCOTT R. SCHUETT	INDR, SPRINGFIELD	524-4176
22. Elizabeth Whelan	1916 E. Taylor Blm, IL 61701	663-5764
23. Alvin Scott	202 Fryer Normal IL 61761	452-8176
24. MARLA OURSH	INDR 1 NATL RES. WAY, SPFLD	217-923-7111
25. Paul Russell	MCRPE	828-433

**U.S. Route 66 Bikeway
Open House Public Meeting
March 11, 2003**

NAME	ADDRESS	PHONE
26. <u>JOE BENNETT - NEWS 25</u>	<u>2907 SPANGLER RD EAST PARK IL 61811</u>	<u>(309) 698-3731</u>
27. <u>Gren Kalleja</u>	<u>401 1/2 S. East</u>	<u>309 439-27</u>
28. <u>Mike - Justin Kalleja</u>	<u>1702 E Olive Blm</u>	<u>309 663-70</u>
29. <u>[Signature]</u>	<u>9412 2nd St NW - 1402 N. Kaye Dr. - Blommel, IL 61761</u>	<u>309-452-0830</u>
30. <u>Les Rempel</u>	<u>30 Chatsford Blm 61704</u>	<u>662 821</u>
31. <u>Christine Brauer</u>	<u>13943 Rengel Dr Blm 61704</u>	<u>829-982</u>
32. <u>Roy C Treadway</u>	<u>712 N. Schott St Normal</u>	<u>454-132</u>
33. <u>Tim Potts</u>	<u>1323 Towanda Blm</u>	<u>434-2816</u>
34. <u>Diane Bostid</u>	<u>907 No. Mitsubishi Mewy, NL</u>	<u>828-6896</u>
35. <u>Benjamin Owens</u>	<u>21 Bay Pointe Blm, 61704</u>	<u>662-6904</u>
36. <u>Fred Walk</u>	<u>#10 West Pine Lane Towanda, IL</u>	<u>758-5188</u>
37. <u>Wannan Welch</u>	<u>203 Willigan Dr. 61761</u>	<u>452-382</u>
38. <u>Garry Little - Normal Park 9</u>	<u>Rec. 1011 S. Linden Normal</u>	<u>454-9540</u>
39. <u>DON FERNANDES</u>	<u>3 SOMERSET CT. Bloom</u>	<u>827-8886</u>
40. <u>Loren J Moshier</u>	<u>1217 George Drive, Normal</u>	<u>454-8619</u>
41. <u>CATIE WHALEN</u>	<u>206 MAVS DR</u>	<u>661-227</u>
42. <u>ERL WHALEN</u>	<u>206 MAVS</u>	<u>661-227</u>
43. <u>Pat Whalen</u>	<u>206 MAVS DR</u>	<u>661-227</u>
44. <u>LUCY WHALEN</u>	<u>639 MARIANI Lp - BRANDON, FL</u>	
45. <u>Phil Dick</u>	<u>819 W. Washington, Bloomington, IL</u>	<u>827-364</u>
46. <u>Gretchen Monti</u>	<u>3 Timberlake RD B'04</u>	<u>829-245</u>
47. <u>Carolyn Treadway</u>	<u>712 N. Schott St Normal</u>	<u>454-132</u>
48. <u>Margaret Hollowell</u>	<u>908 Arlene Ave B</u>	<u>662-1808</u>
49. <u>Charles Hollowell</u>	<u>908 Arlene Ave B</u>	<u>662-1808</u>
50. <u>Mary Ellen Whalen</u>	<u>206 Mays Dr. Blm</u>	<u>661-227</u>

**U.S. Route 66 Bikeway
Open House Public Meeting
March 4, 2003**

NAME	ADDRESS	PHONE
1. <u>John Rehtmeyers</u>	<u>7173E 600N RD McLean</u>	<u>874-3338</u>
2. <u>Tom BRAID</u>	<u>7434E 600N RD McLEAN</u>	<u>874-2651</u>
3. <u>GARY H. PAPPAS</u>	<u>1209 N. McLean St Bluemington</u>	<u>824-5680</u>
4. <u>Deb Siefert + Eric Funk</u>	<u>1924 Shore Rd Armington</u>	<u>392-1509</u>
5. <u>Brian + Terry Funk</u>	<u>5601 Maple LN McLean</u>	<u>874-2336</u>
6. <u>RICHARD PARIS</u>	<u>6994 E 850 NORTH RD STANFORD</u>	<u>379-2405</u>
7. <u>Bill Casey</u>	<u>10875 Prairie Home Ln, Shirley</u>	<u>827-8918</u>
8. <u>David Gray</u>		
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**U.S. Route 66 Bikeway
Open House Public Meeting
March 11, 2003**

	NAME	ADDRESS	PHONE
51.	<u>Dan Whalen</u>	<u>206 Mays Dr., Bloomington</u>	<u>309-661-2277</u>
52.			
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COMMENT FORM
Historic U.S. Route 66
 Bikeway



McLean County requests your assistance and input to better understand your concerns about this proposed bikeway project. Please examine the exhibits and talk to our staff. Once you do this, please complete and return this comment sheet to the front desk before you leave, or mail it to us by April 1, 2003 to the address listed on the back of this form.

PLEASE CIRCLE THE APPROPRIATE DESCRIPTION

Residential Owner
 Business Owner
 Business Employee

Residential Tenant
 Farm Owner
 Farm Tenant

Bicycle Enthusiast
 Other (please specify) _____

PLEASE INCLUDE YOUR NAME AND ADDRESS SO WE CAN ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT THE PROJECT. WE APPRECIATE YOUR INPUT.

Name: Loren J Moshier

Address: 1212 George Drive

Normal, IL 61761

Telephone: (309) 454-0619

PLEASE USE THIS SPACE FOR SUGGESTIONS OR COMMENTS

I strongly support the construction of this bikeway. I along with a group of others of the ride to Frank's Grove and the bikeway from McLean to Bloomington would allow a safe "bikeway" to and from Frank's Grove. I look forward also to riding the trail (bikeway) from Normal to the trailhead and back.



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Bicycle Enthusiast
 Other (please specify) _____

PLEASE INCLUDE YOUR NAME AND ADDRESS SO WE CAN ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT THE PROJECT. WE APPRECIATE YOUR INPUT.

Name: _____

Address: _____



Roy C. Treadway
 712 N. School
 Normal, IL. 61761

Telephone: () _____

PLEASE USE THIS SPACE FOR SUGGESTIONS OR COMMENTS

I support this plan or one like it. Construction of these bike paths would greatly enhance recreation and beauty in McLean Co. I would also like to see these trails tied into the Constitution Trail in both Bloomington and Normal. There seems to be no plan to connect these trails with the Historic U.S. Route 66 Bikeway. Roy C. Treadway



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Farm Tenant

Bicycle Enthusiast

Other (please specify) _____

PLEASE INCLUDE YOUR NAME AND ADDRESS SO WE CAN ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT THE PROJECT. WE APPRECIATE YOUR INPUT.

Name: Richard Verdery

Address: 405 Centennial

Normal, IL 61761

Telephone: (309) 454-1675

PLEASE USE THIS SPACE FOR SUGGESTIONS OR COMMENTS

I ride between 3,000-4,000 miles per year
with about 80% of that in McLean County.

Having this trail would be a wonderful (and
safe) addition to this community.



COMMENT FORM

Historic U.S. Route 66 Bikeway



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Business Employee

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Farm Owner

Farm Tenant

Bicycle Enthusiast

Other (please specify) _____

PLEASE INCLUDE YOUR NAME AND ADDRESS SO WE CAN ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT THE PROJECT. WE APPRECIATE YOUR INPUT.

Name: _____

Address: _____

Carolyn Treadway
752 N. School Street
Normal, IL 61761-1621

Telephone: _____

<treadway@ilstu.edu>

PLEASE USE THIS SPACE FOR SUGGESTIONS OR COMMENTS

I don't want to see trees! And for the beautification along them - trees & plants - which will shield the bikeway from the ugly view of the interstate.

Please connect the Route 66 Bikeway with Bloomington-Normal's Constitution Trail.

Yes, we have a great Trail system here in town, but we want to get out into the countryside as well. We use Constitution Trail (bike) daily, except when it is covered under. And then we walk on it.

Please keep us posted on how citizens can help "foot forward"

this project

Carolyn Treadway



COMMENT FORM

Historic U.S. Route 66 Bikeway



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Business Employee

Residential Tenant
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Farm Tenant

Bicycle Enthusiast
Other (please specify) _____

PLEASE INCLUDE YOUR NAME AND ADDRESS SO WE CAN ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT THE PROJECT. WE APPRECIATE YOUR INPUT.

Name: Garrett Scott

Address: 302 Foster Dr.
Normal, IL 61761

Telephone: 309 452-8116

PLEASE USE THIS SPACE FOR SUGGESTIONS OR COMMENTS

I am very positively impressed by the
plan.



COMMENT FORM
Historic U.S. Route 66
Bikeway



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 Other (please specify) _____

PLEASE INCLUDE YOUR NAME AND ADDRESS SO WE CAN ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT THE PROJECT. WE APPRECIATE YOUR INPUT.

Name: Leslie D. Rempel

Address: 30 Chatsford Ct
Bloomington IL 61704

Telephone: (309) 662 8279

PLEASE USE THIS SPACE FOR SUGGESTIONS OR COMMENTS

I like the idea very much. That the project will follow Route 66
should attract attention and bike riders from a distance. I bike a lot on
country roads. Roads which used to be lesser traveled are now more
traveled as more people build country homes. There is a high need for
a trail which goes some distance and which will be safe from auto and
truck traffic. There are many nice trails in Bloomington Normal but for
someone like me who likes to go 20 or 30 miles there are not many oppor-
tunities. This would look great to me. Another plus -- there are many
"over the road" bicyclists in Bloomington Normal meaning many who will use
the trail. A trail like this is "lived with"



COMMENT FORM
Historic U.S. Route 66
Bikeway



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 Farm Tenant

Bicycle Enthusiast
 Other (please specify) _____

PLEASE INCLUDE YOUR NAME AND ADDRESS SO WE CAN ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT THE PROJECT. WE APPRECIATE YOUR INPUT.

Name: Mike Kerber

Address: 406 N. Linden St
Bloomington IL 61701

Telephone: (309) 829-3994

PLEASE USE THIS SPACE FOR SUGGESTIONS OR COMMENTS

This is a great project. We need more
opportunities to bike, hike and rollerblade.
We spend millions on roads but not enough
on other alternative forms of transportation
like bikes.

We can use the exercise. As we all get
fatter because we can only drive to get places



COMMENT FORM
Historic U.S. Route 66
 Bikeway



McLean County requests your assistance and input to better understand your concerns about this proposed bikeway project. Please examine the exhibits and talk to our staff. Once you do this, please complete and return this comment sheet to the front desk before you leave, or mail it to us by April 1, 2003 to the address listed on the back of this form.

PLEASE CIRCLE THE APPROPRIATE DESCRIPTION

Residential Owner
 Business Owner
 Business Employee

Residential Tenant
 Farm Owner
 Farm Tenant

Bicycle Enthusiast
 Other (please specify) Hiker, Bird
wildflower lover,
prairie restoration
volunteer

PLEASE INCLUDE YOUR NAME AND ADDRESS SO WE CAN ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT THE PROJECT. WE APPRECIATE YOUR INPUT.

Name: Gretchen D. Mont.

Address: 3 Timberlake Rd.

Bloomington

Telephone: () 829-2450

PLEASE USE THIS SPACE FOR SUGGESTIONS OR COMMENTS

Work hard for finding solution to
controlled access to Funks Grove rest
area. FAVOR Alt. A in Funks Grove

East of current "route 66"

May be able to help w possible
trailhead on private land in
no. Normal

Protect sensitive env. lands - use
as asset to draw nature lovers



COMMENT FORM
Historic U.S. Route 66
 Bikeway



McLean County requests your assistance and input to better understand your concerns about this proposed bikeway project. Please examine the exhibits and talk to our staff. Once you do this, please complete and return this comment sheet to the front desk before you leave, or mail it to us by April 1, 2003 to the address listed on the back of this form.

PLEASE CIRCLE THE APPROPRIATE DESCRIPTION

Residential Owner
 Business Owner
 Business Employee

Residential Tenant
 Farm Owner
 Farm Tenant

Bicycle Enthusiast
 Other (please specify) _____

PLEASE INCLUDE YOUR NAME AND ADDRESS SO WE CAN ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT THE PROJECT. WE APPRECIATE YOUR INPUT.

Name: Warren D. Welch
 Address: 203 William Dr.
Normal, IL 61761
 Telephone: 309 452-3824

PLEASE USE THIS SPACE FOR SUGGESTIONS OR COMMENTS

Looks great! Take advantage of
international draw of Rt. 66 love.

Let's work on our congressional
Representatives for funding.

Thanks,
Dave



COMMENT FORM

Historic U.S. Route 66 Bikeway



McLean County requests your assistance and input to better understand your concerns about this proposed bikeway project. Please examine the exhibits and talk to our staff. Once you do this, please complete and return this comment sheet to the front desk before you leave, or mail it to us by April 1, 2003 to the address listed on the back of this form.

PLEASE CIRCLE THE APPROPRIATE DESCRIPTION

Residential Owner
Business Owner
Business Employee

Residential Tenant
Farm Owner
Farm Tenant

Bicycle Enthusiast
Other (please specify) _____

PLEASE INCLUDE YOUR NAME AND ADDRESS SO WE CAN ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT THE PROJECT. WE APPRECIATE YOUR INPUT.

Name: Dan Whalen

Address: 206 Mays Dr.
Bloomington, IL 62701

Telephone: (309) 661-2277

PLEASE USE THIS SPACE FOR SUGGESTIONS OR COMMENTS

Excellent presentation.
Build it!



COMMENT FORM
Historic U.S. Route 66
Bikeway



McLean County requests your assistance and input to better understand your concerns about this proposed bikeway project. Please examine the exhibits and talk to our staff. Once you do this, please complete and return this comment sheet to the front desk before you leave, or mail it to us by April 1, 2003 to the address listed on the back of this form.

PLEASE CIRCLE THE APPROPRIATE DESCRIPTION

Residential Owner

Business Owner

Business Employee

Residential Tenant

Farm Owner

Farm Tenant

Bicycle Enthusiast

Other (please specify) _____

PLEASE INCLUDE YOUR NAME AND ADDRESS SO WE CAN ANSWER ANY QUESTIONS YOU MAY HAVE ABOUT THE PROJECT. WE APPRECIATE YOUR INPUT.

Name: Elizabeth Whelan

Address: 1906 E. Taylor
Blm., IL 61701

Telephone: (309) 663-5754

PLEASE USE THIS SPACE FOR SUGGESTIONS OR COMMENTS

I think it looks very good,



McLean County

OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

April 28, 2003

Memo to: The Honorable Chairman and Members of the Property Committee

From: John M. Zeunik

Re: Future Use and Disposition of the McBarnes Building

During the past four months, the Committee has discussed the future use of the McBarnes Building and the estimated costs to bring the Building into compliance with the ADA accessibility requirements and the City Building Codes. If the County wishes to make use of all three floors of the McBarnes Building, then the County will have to approve the expenditure of approximately \$275,000.00 (see July 26, 2001 estimate) to replace the present elevator and make other modifications (for example, ventilation, air conditioning on the third floor; height of ceiling on third floor) to meet the minimum requirements of the ADA and the City Building Code. Without such improvements to the Building, the County will not be able to utilize the third floor, which represents one-third of the net useable space in the Building.

When the McBarnes Building was given to the County, the Building was to be used for a public purpose to benefit the County or other appropriate not-for-profit, community based organizations. Over the years the County has leased space in the Building to the McLean County Historical Society and Museum, United Private Industry Council, United Way of McLean County, PATH Crisis Intervention Agency, the Children's Advocacy Center, and the Regional Office of Education. When the Historical Society relocated to the Old Courthouse, the entire third floor of the Building was vacated. At that time, the Board's Property Committee looked at alternative plans to relocate and replace the elevator and make modifications to the heating and mechanical systems of the Building. The Committee decided not to recommend approval of the additional funding needed for the required capital improvements.

The present leases with the tenants in the McBarnes Building state that "...either party shall have the right to terminate this lease during the initial term or any extension by giving at least 120 days prior written notice of termination to the other party..."

The Property Committee is now faced with a decision on the future use and disposition of the McBarnes Building. Three alternatives are available for the future use and disposition of the Building:

1. The County can continue to own and maintain the McBarnes Building in its present condition. The available office space on the first and second floor is available for use by the existing tenants and the County. The third floor would remain vacant.

Under this alternative, the County maintains ownership and control of the Building. Absent a new tenant or the existing tenants expanding into the vacant space, or a significant increase in the lease cost per square foot, the Building's lease revenue will not be sufficient to fund the annual operating expenses of the Building and any needed or emergency capital expenditure.

2. The County can appropriate sufficient funding to relocate and replace the elevator and make modifications to the mechanical systems of the Building. These capital improvements would permit the County to make full use of the Building.

Under this alternative, the County can lease the entire third floor to other community-based organizations. Given the significant capital expenditure to relocate and replace the elevator and make modifications to the mechanical systems, the County may wish to negotiate a higher lease cost per square foot to try and recover the capital investment in the Building. Funding for this capital expenditure would probably come from the General Fund's unappropriated fund balance.

3. The County can declare the Building "surplus property" and offer the Building for sale. Under the terms of the original gift of the Building to the County, the County may wish to limit the bids on the purchase of the Building to other local governments and community based organizations. Pursuant to Illinois law, the sale of the Building would need to be conducted by "sealed bid". In the Invitation to Bid, the County can stipulate a minimum bid (for example, the appraised value on the Building) to insure that the County meets its fiduciary responsibility to the taxpayers and to maintain an "arms length - willing buyer/willing seller" transaction.

The Honorable Chairman and Members of the Property Committee
April 28, 2003
Page Three

Should you have any questions concerning this recommendation, please call me at 888-5110.

Thank you for your kind assistance and cooperation.

**RESOLUTION OF THE McLEAN COUNTY BOARD
DECLARING THE McBARNES MEMORIAL BUILDING
SURPLUS COUNTY PROPERTY AND
PROVIDING FOR THE SALE OF THE McBARNES MEMORIAL BUILDING**

WHEREAS, pursuant to Illinois law, the McLean County Board may declare property, buildings, and capital equipment as "surplus property" and thereby offer said property, buildings, and capital equipment for sale by sealed bid auction or oral auction; and,

WHEREAS, the McBarnes Memorial Building, 201 East Grove Street, Bloomington, Illinois was given to McLean County for use by County government and/or by other appropriate community based not for profit corporations; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, May 1, 2003, recommended that the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, be declared as "surplus property" and offered for sale by sealed bid auction to qualified governmental entities an/or not-for-profit corporations; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) In accordance with the provisions of Illinois law, the McLean County Board hereby declares the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, "surplus property"
- (2) The McLean County Board hereby directs the County Administrator and the Director of Facility Management to prepare the appropriate Legal Notice and Notice of Sealed Bid Auction Sale of the McBarnes Memorial Building for publication in a newspaper of general circulation and for distribution to qualified governmental entities and not-for-profit corporations and, furthermore, said Legal Notice and Notice of Sealed Bid Auction Sale of the McBarnes Memorial Building shall stipulate a minimum bid amount and the terms and conditions applicable to the Sealed Bid Auction Sale.
- (3) The County Clerk shall provide a certified copy of this Resolution to the Director of Facilities Management, the County Administrator, and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 20th day of May, 2003

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the McLean
County Board, McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

July 26, 2001

RECEIVED

Remodeling of the the McBarnes Building, 201 E. Grove, Bloomington, Il.

JUL 26 2001

Submitted by Gene Asbury, Young Architects *GA*

Facilities Mgt. Div.

The following is an updated preliminary cost opinion for remodeling of the 3rd floor space and access to it for office or other use, including code mandated items. The following costs include creating a new elevator shaft and installing a new accessible size elevator, providing a lowered acoustic tile ceiling and all new flourescent lighting and ductwork in the large center room of the 3rd floor. Also included are new air conditioning equipment, and new fixtures and partitions in the existing restrooms on that floor plus enlargement and replacement of the existing restroom doors to required accessible size.

Not included in this writing are new carpeting and painting of the walls. It is assumed those items would be handled either by, or at the time of leasing by a tenant. Air conditioning costs are for equipment only and it is assumed that all labor for that equipment will be performed by County staff.

Also it is assumed that the existing elevator will be left as is and in operable condition.

Third floor remodeling.

- 1. New ceiling in the large center room----- \$ 10,000
- 2. New flourescent lighting----- 12,500
- 3. New air conditioning equipment----- 15000
- 4. New ductwork and grilles in the center room----- 8000

Code mandated items

- 1. New Elevator (price from ThyssenKrupp Elevator Co)-- 42,000
- 2. New elevator shaft including demolition through floors, foundations, pit, and structural work----- 94,000
- 3. Restroom remoldeling----- 20,000

Sub total----- \$201,500

Carried over from first page-----	\$201,500
General Conditions and contractor fees at 20%-----	40,300
Architectural and engineering fees at 7.5%-----	18,135
Contingency at 5%-----	<u>12,090</u>
Total-----	\$272,025

We hope this is of help and suggest budgeting an even \$273,000

McBarnes Memorial Building Utility Cost FY '02
 Electric, Gas, Water, Garbage: By Meter
 0350-0085-0091-XXXX.XXXX

<u>Month</u>	All Meters	NICOR	434-2495	368-001213	Month
	<u>Electric</u>	6-39-82-9503	11916-4	Amer. Dis.	<u>Total:</u>
		<u>Gas</u>	<u>Water</u>	<u>Garbage</u>	
1/02	1,532.44	2,096.83	125.94	65.00	3,820.21
2/02	1,545.08	1,617.44	117.70	65.00	3,345.22
3/02	1,602.52	1,902.15	109.46	65.00	3,679.13
4/02	1,827.85	609.50	125.94	65.00	2,628.29
5/02	1,808.56	708.87	121.82	65.00	2,704.25
6/02	2,662.74	280.64	125.94	65.00	3,134.32
7/02	2,744.77	134.66	122.97	65.00	3,067.40
8/02	2,578.91	165.48	95.88	65.00	2,905.27
9/02	2,387.53	258.99	141.68	65.00	2,853.20
10/02	1,916.22	1,392.52	100.09	65.00	3,473.83
11/02	1,473.96	2,013.54	76.70	65.00	3,629.20
12/02	<u>1,441.33</u>	<u>2,318.57</u>	<u>112.57</u>	<u>65.00</u>	<u>3,937.47</u>
'02	23,521.91	13,499.19	1,376.69	780.00	39,177.79
'01	25,146.76	9,341.01	1,094.64	780.00	36,362.41
'00	24,977.94	9,592.33	954.98	680.00	36,205.25
'99	24,333.20	8,038.39	678.21	784.00	33,833.80
'98	24,145.02	5,618.67	831.97	912.00	31,507.66
'97	25,744.46	9,361.15	764.99	540.00	36,410.60
'96	23,635.99	6,564.68	704.23	942.00	31,846.90
'95	27,024.49	4,510.46	979.22	420.00	32,934.17
'94	26,195.54	6,795.42	815.21	360.00	34,166.17

McBarnes Memorial Building, 201 E. Grove Street, Bloomington, IL 61701

SF: 28,141

Ele. Cost/SF: .83

Gas Costs/SF: .48

Water Costs/SF: .05

Garbage Costs/SF: .03

2002 Costs/SF: 1.39

Math Checked: 1/9/03

McBarnes02.DOC



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

March 21, 2003

Ms. Lorraine Wareham
Department of Commerce and Economic Opportunity
620 East Adams Street
Springfield, Illinois 62701

Re: McLean County, Illinois: CDAP Revolving Loan Fund

Dear Ms. Wareham:

Per our telephone conversation on Tuesday, March 18, 2003, I am requesting that the Department of Commerce and Economic Opportunity waive the job creation/retention criteria on the CDAP Revolving Loan Fund program and permit McLean County government to borrow funds to make needed repairs to the Health Department Building.

The McLean County Health Department occupies the first three floors of a five-story office building that is located immediately west of the County's Law and Justice Center. The Health Department's clinical areas, dental clinic, health screening and education areas, environmental health division, public health nursing division, and the administrative staff occupy approximately 36,000 square feet of the 75,000 square feet available in this facility. The County's Children's Advocacy Center and the Court Services Department Extended Day Detention Program are also located in this facility. Private offices comprise the balance of the office space.

When this office building was originally constructed in the mid 1970's, the exterior panels were made of dryvit, a stucco-like finish that provides some minimal degree of insulation and also serves as the outer shell of the building. During the nearly 30 years that the building has been in existence, extensive deterioration of the exterior dryvit has taken place. Today, the Health Department Building experiences significant water penetration when it rains. As a result, the building has experienced extensive leaks, which have resulted in minor flooding in the clinic areas within the first floor. Health Department clinics have been delayed and computer equipment has been damaged. The result has been to delay needed services to Health Department clinic clients and has led to additional costs for minor repairs. In addition, other County offices and the private offices in the building have also experienced water damage as a result of water penetration. To remedy this problem, an independent architectural firm has recommended that the exterior dryvit be replaced.

The Health Department's clinics primarily serve low and moderate income citizens of McLean County. McLean County clinic services serve as the hub of the delivery network of preventive health services aimed at serving the needs of lower income residents. Following is a brief overview of each of the clinical services offered and their corresponding benefit.

Ms. Lorraine Wareham

March 21, 2003

Page Two

Women, Infants and Children's Nutritional Program

During 2002, 4,006 women, infants and children under the age of 3 were certified to receive WIC services. According to CDC data, each dollar spent on the WIC program saves \$2.91 in Medicaid spending. There are over 4,000 recipients who are Medicaid/KidCare eligible. Also, the WIC program helps assure healthy pregnancy outcomes and child growth and development. As a result, mothers are retained in the workforce longer due to fewer absences.

Family Case Management Program

The family case management program is a companion program to WIC and maintains a caseload of 1,554 families all of whom are medically indigent (below 200% of poverty). These clients received home visits and follow-up, health screening examinations, and blood-lead testing. In addition, the Health Department processed 402 KidCare applications during 2002 thus helping provide needed primary and pediatric care to low income children and pregnant women. The Teen Parent Services component assist pregnant and parenting adolescents meet individual educational and career goals as part of their program requirements. During 2002, the Health Department maintained an active caseload of 40 clients.

Adult Dental Clinic

During 2002, the Health Department provided acute care dentistry services to 615 adults in its clinic. 388 of this total were Public Aid recipients with the remainder being funded through Head Start, John M. Scott Health Resources, Office of Rehabilitation Services, and Township general assistance. All of the individuals served are below 185% of poverty and the vast majority is employed. The emergency services (extractions and minor restorations) allow marginally employed persons to remain on the job and reduces emergency room utilization for oral health emergencies.

Children's Dental Clinic

The children's clinic provides a wider array of services and provided care to 881 children during 2002. 95% of the children are Public Aid recipients and the remainder is medically indigent – below 185% of poverty. Children receive dental examinations, dental sealants, and restoration services. Extensive dental caries and periodontal disease leads to absence from school, work, and increases high end medical expenditures in the future.

Childhood Immunization Services

Nearly 4,000 medically indigent children received childhood immunization services during 2002. Immunization against childhood disease increases child health status and reduce the number of workdays missed by parents.

In addition to the services stated above, various other Health Department clinics serve the needs of low and moderate income county residents. 96 DCFS wards are served through case management, 282 daycare providers received health consultation, 1,285 medically indigent elderly received home visiting services from a registered nurse, 827 received sexually transmitted disease testing and treatment, 977 received HIV counseling and testing, 1,595 received TB testing, 88 adults and children received services through the eye clinic, and 8,470 children received vision and hearing screening.

Ms. Lorraine Wareham
March 21, 2003
Page Three

During 2002, the McLean County Health Department billed the Illinois Department of Public Aid \$210,749 for dental services, immunization services, and a variety of screenings. Clearly, the Health Department is engaged in services that directly benefit marginal income residents and serves to maintain employment and enhance client employability.

With approval from the Department of Commerce and Economic Opportunity, McLean County proposes to borrow up to \$500,000.00 from the County's CDAP Revolving Loan Fund. The County will repay the CDAP loan in full with interest.

If you have any questions concerning this request, please call me at (309) 888-5110.

Thank you for your kind assistance and cooperation.

Sincerely,

John M. Zeunik
County Administrator



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

April 11, 2003

Ms. Lorraine Wareham
Department of Commerce and Economic Opportunity
620 East Adams Street
Springfield, Illinois 62701

Re: McLean County, Illinois: CDAP Revolving Loan Fund

Dear Ms. Wareham:

Per our telephone conversation on Friday, April 11, 2003, I am pleased to provide you with the following updated information regarding the County's financial contribution to the project to make needed repairs to the Health Department Building.

On Tuesday, April 8, 2003, the Director of Facilities Management met with the architect and the general contractor to review the scope of the project and the project costs. At this meeting, the general contractor advised that the repairs to the exterior of the Health Department Building would cost \$708,000.00. Using the general contractor's project cost, here is an updated summary of the County's financial contribution to this project.

Health Department Funds =	\$ 150,000.00
General Fund Funds =	\$ 150,000.00
Architect/Engineering Fees =	<u>\$ 61,292.00</u>
Total County Funds =	\$ 361,292.00
CDAP Loan Amount =	\$ 346,708.00
Leverage Ratio County	
Funds to CDAP Loan =	1.04/1.00

If you have any further questions concerning this request, please call me at (309) 888-5110.

Thank you for your kind assistance and cooperation.

Sincerely,

John M. Zeunik
County Administrator



George H. Ryan
Governor

Pam McDonough
Director

April 23, 2003

Mr. John Zeunik
County Administrator
McLean County
104 W. Front St.
Bloomington, IL 61702

Dear Mr. Zeunik:

This is pursuant to your letter of March 21, April 3, and April 11, 2003 requesting permission to use \$346,292 of recaptured Community Development Assistance Program (CDAP) revolving loan funds (RLF) as a loan to make needed repairs to the McLean County Health Department building.

Pursuant to CDAP administrative rules (47 Ill. 110.250) which authorizes the use of CDAP RLF funds for purposes other than those specifically identified in the rules upon written approval of the Department, DCEO hereby approves the request as outlined in your letter. Due to the fact that the Health Department primarily serves low and moderate income citizens DCEO will waive the job creation/retention requirement.

McLean County RLF shall assure that environmental reviews will be completed, as well as prevailing wages paid if applicable.

We appreciate having the opportunity to assist you in this endeavor. Please feel free to contact Lorraine Wareham at (217) 558-2842 if you need further assistance regarding your Revolving Loan Fund.

Sincerely,

Gail Hedges, Interim Manager
Division of Community Assistance

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601

607 East Adams Street
Springfield, Illinois 62701

2309 West Main, Suite 118
Marion, Illinois 62959

217/782-7500
Fax: 217/524-1627 ■ TDD: 800/785-6055

312/814-7179
Fax: 312/814-6732 ■ TDD: 800/419-0667

217/785-2800
Fax: 217/785-2618 ■ TDD: 217/785-0211

618/997-4394
Fax: 618/997-1825 ■ TDD Relay: 800/526-0844

TERM SHEET

CDAP LOAN APPLICATION REQUEST

Applicant: McLean County
104 West Front Street – Room 701
Bloomington, Illinois 61702-2400

Financing Requested: CDAP Loan through McLean County

Type of Business: Public Works Infrastructure Capital Expenditure

Location of Business: 200 West Front Street
Bloomington, Illinois

Principal Amount of Loan: \$346,292.00

Term of Loan: 20 Years

Interest Rate: 3.0% (125 basis points below prime rate of 4.25%)

Security for the Loan: County Guarantees Repayment from Lease Revenue Stream

Amortization Schedule: Level Debt Service over Term of Loan
Monthly Payment due on the first day of the month beginning 30 days after the closing date of the Loan

Monthly Payment: \$1,920.55 (Annualized = \$23,046.60)

Number of New Jobs Created and/or Jobs Retained: Waived per letter from Illinois Department of Commerce and Economic Opportunity

Loan Application Review Completed by: Illinois Department of Commerce and Economic Opportunity – See Approval Letter from Ms. Gail Hedges, Interim Manager, Division of Community Assistance