



Property Committee Agenda  
Room 700, Law and Justice Center

Thursday, June 3, 2004

3:00 PM

1. Roll Call
2. Chairman's Approval of Minutes – May 6, 2004
3. Departmental Matters:
  - A. Jack Moody, Facilities Management
    - 1) Items to be Presented for Action:
      - a) Request Approval of a Stericycle Contract for the McLean County Nursing Home 1-3
    - 2) Items to be Presented for Information:
      - a) Status Report on Government Center Remodeling
      - b) Status Report on Repair and Renovation of McLean County Museum of History Dome and Roof Areas
      - c) Status Report on Coffee Depot Proposal Request
  - B. Bill Wasson, Parks and Recreation Department
    - 1) Items to be Presented for Action:
      - a) Request Approval of a Tractor/Loader Lease Agreement 4-6
      - b) Request Approval of an Agreement for Engineering Services between Farnsworth Group and McLean County - COMLARA Campground Renovation 7-14

- 2) Items to be Presented for Information:
  - a) General Report 15
  - b) Other
  
- C. John Zeunik, County Administrator
  - 1) Items to be presented for Action:
    - a) Request Approval of proposed Amendment to an Intergovernmental Agreement between the PBC and McLean County 16-19
  - 2) Items to be Presented for Information:
    - a) General Report
    - b) Other



**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](mailto:jack@McLean.gov)

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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: May 25, 2004

Subj: **Stericycle Contract for the McLean County Nursing Home**

The McLean County Nursing Home, as a health care facility, needs to use a special medical waste service for properly disposing of infectious medical waste. The area waste haulers are not licensed for this service. The current medical waste hauler for this area is Stericycle, (formerly "BFI").

We have reviewed the costs for this service at the Nursing Home and learned that Stericycle has a better plan to offer which retains the same level of service, but reduces the monthly costs. In 2003, the total actual cost for Stericycle services was \$2,728.55. Stericycle has proposed to the McLean County Nursing Home that they go on fixed billing at \$160.00 per month. Effectively, under this new rate structure, had the Nursing Home been under this new plan last year, the total annual cost would have been \$1,920.00, or a savings of \$808.55.

Mr. Don Lee and his staff have met with the Stericycle representative, Mr. Brian Hanson, and agree that this new pricing plan retains the same level of services and reduces the annual cost substantially.

Enclosed, is the Stericycle Service Agreement being offered for a period of one year. Mr. Eric T. Ruud, First Assistant States Attorney, has reviewed the agreement and concludes that it is consistent with similar agreements for such services.

Therefore, Mr. Don Lee and I request and recommend the agreement be approved.

Thank you.

Enclosure

Cc: Mr. Don Lee, McLean County Nursing Home  
Mr. Eric T. Ruud, First Assistant States Attorney



# STERI-SAFE SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into as of this 25 day of May, 2004 by and between the office of McLean County Nursing Home ("Customer") and Stericycle, Inc. (Stericycle), a Delaware corporation.

### Service Address

### Billing Address (If Different)

Address 901 North Main Street  
City/State/Zip Normal, IL 61761-1501  
E-Mail \_\_\_\_\_  
Phone 309-888-5380 Fax \_\_\_\_\_  
Contact Sharon Title \_\_\_\_\_

Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
E-Mail \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact \_\_\_\_\_ Title \_\_\_\_\_

# RECEIVED

MAY 25 2004

Facilities Mgt. Div.

The parties agree as follows:

1. The effective/start date of this agreement is 6/01/2004 *BA*
2. Stericycle shall remove and dispose of Customer's Biomedical Waste subject to the terms and conditions set forth below.
3. Stericycle will provide additional compliance services for the prices applicable to the service program level Customer has selected below. The first removal and disposal of waste from Customer shall occur after the scheduled number of weeks has elapsed after the effective date of this Agreement (**Circle your program level selection**)

\$ per Month Economy (\$160) (medical waste disposal only) STANDARD (\$\_\_\_\_) SELECT (\$\_\_\_\_) PREFERRED (\$\_\_\_\_)

Service Frequency/Year (✓ One) 52 (□) 26 (□) 13 (X) 6 (□) 4 (□) 3 (□) 2 (□)  
(1x/wk) (1x/2wks) (1x/4wks) (1x/8wks) (1x/12wks) (1x/16wks) (1x/24wks)

Payment Schedule MONTHLY \* (\$160.00) QUARTERLY (\_\_\_\_) ANNUALLY (\_\_\_\_)

\* Monthly payment available for pick up frequency greater than thirteen per year.

Additional Pick Up Charge (\$75)

**\*\*\*BY SIGNING BELOW I UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS ON THE SECOND PAGE OF THIS AGREEMENT\*\*\***

CUSTOMER: X \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

STERICYCLE: X \_\_\_\_\_ Title Major Account Executive \_\_\_\_\_ Date \_\_\_\_\_

STERICYCLE USE ONLY		Revised 3/6/01
Salesperson _____		
Type of Agreement (Circle One) <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> New Service Location <input type="checkbox"/> Service Change <input type="checkbox"/> Contract Change		
Term of agreement <u>60</u> Months	Copy Sent To Corporate - Date	/ ___ / ___ Initials _____
Container Type _____ Size _____ Qty _____	Type Size _____ Qty _____	None _____ Sharps Forms Sent _____
Tax Exempt: YES NO If YES, ID# _____ (copy must accompany paperwork)		
Purchase Order (if applicable) # _____ From ___/___/___ to ___/___/___		
Segment Code _____ Pricing Type _____ Customer No. 1000802 Site ID No. 001		
Automatic Payment via Bank <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, Account # _____ Bank Name _____		
Automatic Credit Card Payment <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, Individual to contact: _____ (____) _____		
<b>Routing Information (Operations Department):</b>		
Route # _____ Cycle Begins Date <u>6/03/2004</u> Day of Service: <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input checked="" type="checkbox"/> Thurs <input type="checkbox"/> Fri		
Map Page/ Grid # _____ Routing Comments (Hours) _____		
Service Area <u>CN</u> (Required)		

## STERILE SAFE TERMS AND CONDITIONS

1. **Biomedical Waste Services** (a) Stericycle, Inc. ("SRCL") shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" means sharps, hypodermic needles, syringes, microbial cultures, tissue cultures, animal tissues or organs, animal carcasses, animal bedding, laboratory containers and slides that meet the definition of regulated medical waste under 29 CFR 1910.1030 or 49 CFR 173.134; infectious substances arising from the agents listed under 42 CFR 72.3; and discarded items which may have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be "empty" as defined in applicable federal, state, county or municipal laws, regulations and guidelines.
- (b) "Non-Conforming Waste" means (i) any waste or other material not falling within the definition of Biomedical Waste; and, to the extent not covered by (i), (ii) fetal remains and human torsos; (iii) radioactive, reactive, corrosive, ignitable or toxic wastes and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines; (iv) pharmaceutical materials (except as allowed under subsection (a) of this section or to the extent that Stericycle gives prior written approval and the pharmaceuticals are packaged according to instructions provided); (v) RCRA characteristic chemotherapy waste which has an alcohol base that makes the mixture ignitable, such as Voposid; and (vi) Chlorambucil, Cyclophosphamide, Daunomycin, Melphalan, Mitomycin C, Streptozotocin, and Uraclil Mustard (which are listed RCRA Hazardous Wastes and must be managed as such). "Non-Conforming Waste" shall also include improperly classified and/or improperly packaged Biomedical Waste. Customer shall only place sharps in designated sharps containers. SRCL may at its discretion refuse to collect containers that are improperly packaged or labeled, or that are wet or leaking, and in any event Customer shall be liable for all injuries, losses and damages that result from such containers. Title to Biomedical Waste collected from Customer shall transfer and vest in SRCL at the time it is loaded into SRCL's truck. Customer shall have title to Biomedical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times.
2. **Term and Pricing** The term ("Term") of this Agreement shall be sixty (60) months from the date of execution of this Agreement. (a) This Agreement shall automatically renew for successive terms of one year each ("Extension Terms") unless either party has notified the other party in writing during the sixty (60) day period prior to any such renewal date of its desire to terminate this Agreement. All Extension Terms shall be subject to the same terms and conditions as this original Agreement. (b) SRCL may adjust the contract price to account for operational changes it implements to comply with changes in law, to cover increases in the cost of fuel, insurance, or residue disposal, or to otherwise address cost escalation. SRCL may charge Customer a fee to cover its administrative costs in the event that Customer changes its service requirements during the Term or Extension Term. **CONTRACT EXPIRES JUNE 30, 2005.** (c) If Customer breaches this Agreement by terminating SRCL's collections prior to the expiration of its Term or any Extension Term, or in any other way violates this agreement in such a way that SRCL's continued performance is rendered impossible or commercially impracticable, then, in addition to any rights and remedies SRCL may have at law or in equity, SRCL shall be entitled to collect from Customer an amount in liquidated damages equal to 50% of Customer's average charge on a monthly basis based on the 12 months' billings prior to the cessation of collections (or based on any lesser period if the contract began less than twelve months earlier) times the number of months, including prorated partial months, remaining until the expiration date of the Term or Extension Term. Customer hereby acknowledges that SRCL's damages resulting from the premature termination of collections are impossible of estimation, and include lost profits, inefficiencies resulting from route changes and reduced treatment plant throughput, increased administrative overhead, unrecoverable sunk training/instruction costs, and other elements of injury, and acknowledges further that the foregoing charge is reasonable and is not a penalty. (d) SRCL shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit or required to perform this Agreement or in the event that a change in any law, regulation or ordinance makes it impractical or uneconomical, in SRCL's sole discretion, to continue performing this Agreement.
3. **Billing** SRCL shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to SRCL that are more than 30 days old, at a rate equal to the lesser of 1 1/4% per month or the maximum rate permitted by law. Customer shall bear any costs that SRCL may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys' fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, SRCL shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In the event that SRCL suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach (see 2(c), above), SRCL may remove all containers belonging to it from Customer's premises. Any non-compliant containers will be billed an additional container charge at the current container rate. Non-compliant containers include containers that are overweight under applicable laws or regulations or containers holding Non-Conforming Waste.
4. **Surcharge** SRCL may also impose a surcharge in the event that SRCL attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of SRCL, either (a) there is no Biomedical Waste for SRCL to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed.
5. **Liability for Equipment** Customer shall have the care, custody and control of containers and other equipment placed at Customer's premises which is owned by SRCL and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of SRCL. Customer agrees to defend, indemnify and hold harmless SRCL from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage to such property and equipment, other than normal wear and tear, will be charged to the Customer, and payable to SRCL as additional service cost.
6. **Indemnification** SRCL shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of SRCL in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless SRCL from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure to properly store, package, label, or segregate Biomedical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by SRCL. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph. Customer agrees to pay SRCL's reasonable attorney's fees incurred for any successful defense by SRCL of a suit for indemnification brought against SRCL by Customer.
7. **Compliance with Laws** SRCL hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable thereto and relating to its performance hereunder. As of the date of this Agreement, SRCL has obtained all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Biomedical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. SRCL and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records and any other records or reports or memoranda consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to storage or handling of Biomedical Waste and the services to be performed under this Agreement.
8. **Exclusivity** Customer agrees to use no other Biomedical Waste disposal service or method during the Term of this Agreement and any Extension Terms.
9. **Excuse of Performance** SRCL shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).
10. **Independent Contractor** SRCL's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate SRCL as an employee, agent or partner of or a joint venture with Customer.
11. **Amendment and Waiver** Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.
12. **Savings Clause** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of SRCL hereunder, in which event, at SRCL's option, this Agreement may be terminated.
13. **Entire Agreement** This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 11) constitutes the entire understanding and agreement of the parties and cancels and supercedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.
14. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws rules of any jurisdiction.
15. **Notices** All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth on the reverse side of this Agreement.
16. **Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy or facsimile of this Agreement shall be as effective as an original.



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

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TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 05/22/04

RE: Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 1 year lease, minimum 250 hours, a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader. The most recent quotations received for loader lease are as follows:

	Lease Cost
Cross Implement Inc.	\$3500.00
Martin Implement, Inc	\$7750.00
Birkey's Farm Store	\$6950.00

All tractors included in proposals met specifications.

I recommend the approval of the lease agreement with Cross Implement for a \$3,500.00 1 year lease, which is the same amount as 2003-2004.

**EVEL GREEN RENTAL AGREEMENT**

**755300**

Name	LESSEE <b>McLEAN COUNTY PARKS</b>	DATE <b>7-1-04</b>	RENTAL TERM	BEGINS ON	ENDS ON
Street or RFD	<b>13001 REC DR.</b>	BRANCH/REGION	ACCOUNT NO.		
City, State ZIP Code	<b>HUDSON IL</b>	LESSOR NAME AND ADDRESS <b>CROSS Imp</b>			
Telephone Number	<b>309-726-2022 EXT 222</b>				
Contact	<b>BILL WASSON MINIER IL</b>				
Rental Rate	Tax	Service Charge	TOTAL RENTAL RATE		
\$ <b>3500</b>	\$	\$	\$		
Minimum RENTAL PERIOD Guaranteed by Lessee		Minimum RENTAL AMOUNT Guaranteed by Lessee			

EQUIPMENT WILL BE USED AT: (County) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_  
 Lessee will not remove the Equipment from this locale without written permission from Lessor.

Document Reference No.	Qty	Model	Size & Description of Equipment (Give Product Identification/Serial No.)	Hour Meter Reading	Present Value
156265	1	5420	LV5420P 446468 ST 19120		
158996	1	541 SL	LOADER W00541C-024849 ST 18267		

TOTAL VALUE PRESENT

**RENTAL AGREEMENT**

The above-named Lessor hereby leases to the above-named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at his address shown above. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof.

It is contemplated that the Equipment will be operated for not more than \_\_\_\_\_ hours in any one day; \_\_\_\_\_ hours in any one week; \_\_\_\_\_ hours in any one month, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession, and the amount of any such loss or damage shall be based on the value shown above. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear accepted. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.

Lessee assumes all risk and liability for and shall hold Lessor and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the Equipment. Lessee, at his own expense will carry public liability insurance with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$50,000 per occurrence for property damage. ~~Neither Lessor or its assigns, the manufacturer or the manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment.~~

Upon expiration of the term of this Rental Agreement or at any time during such term, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above, and may apply to such purchase price \_\_\_\_\_ % of all rentals theretofore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to by the parties.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF WHICH ARE HEREBY MADE A PART HEREOF.

LESSEE (Customer) <b>McLean County, IL</b>	LESSOR (Dealer) <b>CROSS IMP.</b>
	BY

**RENTAL AGREEMENT**

1. Addition of Accessories: Lessee will not, without consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.
2. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.
3. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor may remove the Equipment without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.
4. Assignment: Lessee agrees that Lessor may assign this Rental Agreement and all right, title and interest of the Lessor in and to the Equipment, and all rents due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such assignment. ~~Lessee's obligation to pay rent under this Rental Agreement shall not be in any way diminished or affected by any assignment or other liability of Lessor to Lessee.~~ Lessee may not assign this Rental Agreement, sub-lease the Equipment, or allow its use by persons not in his employ.
5. Default: If Lessee shall fail to make rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any other provisions of this Rental Agreement, or if any attachment, execution, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessee agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the Equipment, legal expenses, costs of removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business.
6. Construction: This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment leased hereunder except as a Lessee.
7. Guaranteed Rental - Return of Equipment: Provided the guaranteed rental shown on the reverse side is or has been paid, Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor.
8. General: Time is of the essence of this Rental Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

**ASSIGNMENT**

TO: JOHN DEERE\*

For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assigns, subject to all the terms of the applicable John Deere Rental Sales Program which are hereby incorporated in and made a part of hereof. I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

\*John Deere" means the John Deere Company or John Deere Construction Equipment Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE \_\_\_\_\_

DEALER \_\_\_\_\_

SIGNED BY \_\_\_\_\_





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

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TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 05/25/04

RE: Agreement for Engineering Design Services for COMLARA County Park

The McLean County Department of Parks and Recreation recently reviewed qualifications from a large number of electrical engineering firms. Upon review, the Department found that the Farnsworth Group's mechanical electrical engineering division and its engineers have a wide range of experience with underground distribution systems, including campgrounds in public agency parks and was competitive in experience with all but one firm reviewed.

The Farnsworth Group designed the low pressure sewer system which currently services the COMLARA County Park Campground in the early 1990's. The level of familiarity of the Farnsworth Group with the work site, topography, associated utilities, and the level of experience in a working relationship with this Department and other county agencies far exceeded any others reviewed. In addition, this Department's level of satisfaction with previous work completed by the Farnsworth Group also exceeded all others reviewed.

The Farnsworth Group's experience with the Department's electrical provider(Cornbelt) was also ranked as high as any firm reviewed. This familiarity will be important in allowing the integration of utility transformer locations into the most cost effective design possible.

The Department has reviewed concerns with ability to complete the entire campground upgrade project within the IDPH permitted timeline, due to funding limitations. Representatives from the Farnsworth Group have confirmed that the design work shall include NEC changes that are anticipated to go into effect in 2005-2008.

The Department of Parks and Recreation anticipates completing this project using in-house staff for a majority of work, necessitating a lump sum service agreement. The Department of Parks and Recreation has reviewed the current budget status and sufficient funds are available to complete the design work at the contract amount. The Department recommends that McLean County enter into an agreement for electrical design services with the Farnsworth Group in the amount of \$20,000 for the COMLARA County Park Campground Electrical Renovation electrical engineering.

LETTER OF AGREEMENT

Mclean County Department Of Parks and Recreation  
13001 Recreation Area Drive  
Hudson, Illinois  
61748-9725  
Attn. William R. Wasson  
Director of Parks and Recreation

RE: Comlara County Park Campground Electrical Renovation  
Sites 1 through 82, A1 & maximum 6 additional Sites

Dear William:

We are pleased to submit this *Letter of Agreement* for Electrical design support services for "Campground Electrical Renovation" for your consideration.

**SCOPE OF SERVICES**

**Farnsworth Group, Inc. agrees to provide Preliminary meetings, Design Development, and Construction Documents For a fixed lump sum fee.**

**1. MEP Engineering Services**

- Meet with you to discuss and document project parameters, including Electrical Camper requirements, work relationships, project budget and project schedule.
- Attendance at selected meetings with Owner/User Representatives and IDPH
- Development of conceptual descriptions into an approved Construction Document design.
- Prepare Cataloge cut sheets for equipment and provide short specs on the drawings
- **Drawings and specifications will provided as required for IDPH Review and construction documents for in-house construction only. Not for Bidding.**
- **It is understood that the in-house employees will install majority of equipment.**
- Design additional services with Corn Belt Electric as required.
- Provide new details of electrical camper connection boxes
- **Answer requests for information and make changes as required by IDPH**

**2 Additional Services\***

- Site visits and other site observation .
- Certification of Payment Applications, Change Orders,  
Requests for information, Architectural Supplemental Instructions,
- Communication design services for internet, cable tv, etc.

**General Conditions  
Professional Services Agreement  
Date May 22<sup>nd</sup>, 2004**

Client Mclean County Department of Parks and Recreation

Project: Comlara Campground Electrical Renovation  
Sites 1 through 82, A1 & maximum 6 additional Sites

**General Conditions**

**Reference Conditions:** Farnsworth Group, Inc., will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Subcontracting:** FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

**Change Order:** The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

**Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted at FGI's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Force Majeure:** Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits,

provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

**Compliance With Law:** In the performance of all services to be provided hereunder, FGI and Client agree to comply with all applicable federal, state, and local laws and ordinances and all lawful order, rules, and regulations of any constituted authority.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

**Reuse of Documents:** All documents including drawings and specifications furnished by FGI pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by FGI will be at Client's sole risk and without liability of FGI, and Client shall indemnify and hold harmless FGI from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle FGI to further compensation at rates to be agreed upon by Client and FGI.

**Standard of Care:** Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Professional Liability:** The CLIENT hereby agrees that to the fullest extent permitted by law FGI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this agreement, from any cause or causes including but not limited to negligent professional acts, errors, omissions, strict liability, or breach of contract shall not exceed the total amount paid by the CLIENT for the services of FGI under this agreement. The CLIENT and FGI agree that to the fullest extent permitted by law, FGI shall not be liable to the CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by negligent professional acts, errors, omissions, strict liability, breach of contract, or other cause or causes whatsoever.

**Opinions of Cost:** Since FGI has no control over the cost of labor, materials or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

**Confidentiality:** Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

**Indemnification:** The CLIENT shall indemnify and hold harmless FGI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except FGI). FGI shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the FGI or anyone directly or indirectly employed by FGI (except the CLIENT). In any instance where there is a claim for damages, losses, and

expenses resulting from the proven negligent acts of both the CLIENT and FGI then the responsibility shall lie between the CLIENT and FGI in proportion to their contribution of negligence. In no case shall FGI's liability exceed the limit of liability established under the Professional Liability Section of this contract.

**Term:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached price quotation sheet until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

**Without Representation or Warranty:** FGI makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. FGI assumes no responsibility with respect to Client's use thereof.

**Subpoenas:** The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by FGI to subpoenas issued by any party other than FGI in conjunction with work performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

**Precedence:** These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

**Applicability:** These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

#### **Additional Provisions**

Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.

## YOUR RESPONSIBILITIES

It will be the responsibility of the McLean County Department of Parks and Recreation to provide the following:

- Designated project representative with specific responsibilities and decision-making authority. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Owner's policies and decisions with respect to materials, equipment, elements and systems.
- Provide full information as to Design requirements for the project.
- Provide drawings or other documentation of existing electrical systems developed to date..
- Review and approve preliminary design prior to development of Construction Documents. Render in writing decisions pertaining thereto within a reasonable time so as not to delay the performance of engineering services.
- Give prompt written notice whenever the Owner becomes aware of any defect in the project or changed circumstances which may alter the scope of service specified herein.
- Furnish or direct the Engineer to provide necessary additional services as required by changed conditions.
- Furnish permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.  
FGI will provide support drawings and answer comments of the approval authorities.  
Additional local jurisdictional authorities may increase the cost of the project.
- Publish all notices that may be required.
- Cost estimating services.
- Orchestration of bidding activities, including Project Manual Division 0 sections and Bid Form, and printing/distribution of bid sets.

## FEE

### COMPENSATION

Based on our previous experience for projects with the size and complexity of this project, we propose to furnish the services as listed above for the following lump sum fees:

Scope 1 – MEP Engineering Services: Lump Sum fee of \$20,000.00\*

Scope 2-- Additional Services: Hourly T&M Basis as Requested\*

\*(Reimbursable expenses for items such as printing costs, mileage, etc. will be billed as direct additional expenses.)

Compensation shall be paid under the following phases:

Design Development	25%
Construction Documents	70%
Completion of IDPH Permitting	5%
<hr/>	
	100%

**SCHEDULE OF WORK**

From the date of this letter of agreement, we will provide design support services within a 13-week schedule . The schedule is based on the following milestones after this proposal is signed.

Week 1 and 2	Programming Refinement
Week 3 and 4	Design Development
Week 5 and 6*	Owner review and comments meeting*
Week 7 thru 9	Construction Documents
Week 10	100% Construction Documents issued for owners review.
Week 11 and 12	Owners review and comments meeting
Week 13	Final drawings issued to owner
As Required	Provide support drawings and answer comments of the approval authorities.

\* Note that all Action Items as presented on the "Information Request Action Items "list must be resolved at this point for the project to go out on time.  
Should the project schedule be extended Farnsworth Group will request additional services for the Owners consideration before proceeding with work.

1. At completion of the design development phase, Owner and Engineer will confirm that all decisions that were to be made have been completed so that the construction documentation phase can proceed.

**REIMBURSABLE EXPENSES**

ENGINEERS  
ARCHITECTS  
SURVEYORS  
SCIENTISTS



The following miscellaneous expenses may occur and would be reimbursed to Farnsworth Group by PHA. These expenses are not included in these submitted fee quotations.

They include but are not necessarily limited to the following.

- Additional reproduction of documents for the purpose of owner review and/or distribution in excess of copies required for submission to IDPH and one copy to be retained by owner.

Respectfully submitted,

Richard N. Suhadolc P.E.  
Engineering Manager/  
Chief Electrical Engineer

Your signature below is verification of your acceptance of the above stated terms of our agreement for professional services between Owner and Architect.

APPROVED:

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

\_\_\_\_\_  
Richard N. Suhadolc P.E.  
for Farnsworth Group

ATTESTED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County Board

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed





McLean County

**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: 05/25/04

RE: General Report

**Parks Usage -- YTD as of 05/26/04**

	2004	2003	2002	2001
<u>Camping Nights</u>	1477	1650	1390	1777
<u>Watercraft Registration</u>				
Annual Resident	343	338	425	476
Annual Non-Resident	238	266	372	401
Daily Resident	17	18	29	28
Daily Non-Resident	81	80	76	130
<u>Shelter Reservations</u>	25	31	26	35

**Additional County Parks Activities**

1. NCHS Senior Day(Host)
2. NWHS Senior Day(Host)
3. Chiddix Jr. High Field Day(Host)
4. Lake Fest Conservation Day – attendance est. 250
5. 2 fishing tournaments(Host)

**COSTIGAN & WOLLRAB, P. C.**

DAVID C. WOCHNER  
ROBERT W. NEIRYNCK  
PAUL R. WELCH  
KEVIN P. JACOBS  
DAWN L. WALL  
ROBERT S. WHITE  
J. CASEY COSTIGAN  
CARRIE L. BOROWSKI

OF COUNSEL  
WILLIAM F. COSTIGAN  
WILLIAM S. BACH  
WILLIAM T. CAISLEY  
JOSEPH M. AMBROSE

ATTORNEYS AT LAW  
308 EAST WASHINGTON STREET  
POST OFFICE BOX 3127  
BLOOMINGTON, ILLINOIS 61702-3127  
WWW.CWLAWOFFICE.COM

TELEPHONE  
(309) 828-4310  
FAX  
(309) 828-4325  
WILL F. COSTIGAN  
1888-1956  
FRED W. WOLLRAB  
1891-1971  
JAMES C. WOLLRAB  
1919-1989

May 7, 2004

John Zeunik  
County Administrator  
7<sup>th</sup> Floor, Law & Justice Center  
Bloomington, IL 61701

RE: PBC - The County of McLean  
Amendment to Intergovernmental Agreement

Dear John:

Enclosed please find four signed copies of the Amendment to Intergovernmental Agreement. I realize I have not previously submitted this to you, but hopefully you and the County will find it acceptable and Mike can execute it. If any changes need to be made, please let me know; otherwise, I look forward to the return of two copies for our records.

Very truly yours,

COSTIGAN & WOLLRAB, P.C.



David C. Wochner

DCW/jir  
Enclosures

RECEIVED  
MAY 10 2004  
CLERK COUNTY OF MCLEAN

## AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS AMENDMENT is made this 4<sup>th</sup> day of May, 2004, and is an amendment to that certain INTERGOVERNMENTAL AGREEMENT ("Agreement") dated April 25<sup>th</sup>, 2003, between the Public Building Commission of McLean County, Illinois ("PBC") and the County of McLean of the State of Illinois ("COUNTY").

### WITNESSETH

WHEREAS, pursuant to the terms of the Agreement, the PBC has agreed to pay the first \$500,000.00 of the construction costs for repair to the dome and roof of the courthouse and the COUNTY has agreed to reimburse the PBC the \$500,000 upon receipt of grant money from the Illinois Department of Natural Resources; and

WHEREAS, the COUNTY has taken bids for the repair to the dome and roof of the courthouse and the total construction cost before any change orders is \$1,112,885.00; and

WHEREAS, the COUNTY has employed Wiss, Janney, Elstner Associates, Inc. at a cost of \$93,500.00 as the architect for the project.

WHEREAS, the COUNTY desires that the PBC pay for all of the costs associated with the dome and roof repair project including any amounts over and above the \$1,112,885.00, because of change orders that might subsequently be necessary and which add to the construction project cost and the architect fees; and

WHEREAS, the COUNTY has agreed to pay to the PBC \$226,000.00 towards the costs of the dome and roof repair project, which are the net proceeds it received from the sale of the McBarnes Memorial Building; and

WHEREAS, the PBC believes it to be in the best interest of the public that the dome and roof repairs be made to the courthouse building and that it is appropriate to use surplus funds of the PBC to pay any balances needed to fully fund the cost of the project.

NOW THEREFORE, in consideration of the undertakings of the respective parties hereinafter set forth, it is agreed as follows:

1. The PBC agrees to enter into a contract with Kajima Construction Services for the repair of the dome and roof of the courthouse at an initial cost of \$1,112,885.00 pursuant to which contract it will pay any amounts added to the contract price as a result of any change orders approved by the PBC subsequent to the start of the work. In addition the PBC agrees to pay Wiss, Janney, Elstner Associates the sum of \$93,500 for architectural services.

2. The COUNTY agrees to pay to the PBC the sum of \$226,000.00 upon the execution of this Agreement and the PBC agrees to apply all of said funds toward the dome and roof repair project on the courthouse.

3. The COUNTY also agrees, promptly upon receipt of the grant monies of \$500,000.00 from the Illinois Department of Natural Resources, to pay said amounts to the PBC.

4. The COUNTY further agrees to pay to the PBC in ten (10) equal annual installments commencing July 1, 2005 and on the first day of July each year thereafter through and including July 1, 2014, one-tenth of the total construction costs and architectural fees less the \$226,000.00 paid by the COUNTY to the PBC as set forth above and less all amounts paid by the COUNTY to the PBC from the Illinois Department of Natural Resources grant.

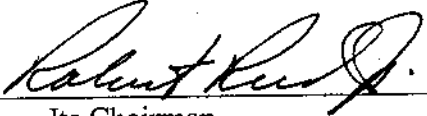
5. The parties hereto agree that upon completion of the construction project and the determination of the total cost of the project, less the amounts paid by the COUNTY to the PBC as herein set forth, that they will execute a document in substantially the same form as Exhibit A attached hereto setting forth the un-reimbursed balance of the total project cost and the resulting amount of the annual payments due the PBC for such un-reimbursed costs.

6. In all other respects the provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have set their signatures by their respective authorized officers to be effective as of this 4<sup>th</sup> day of May, 2004.

Public Building Commission of McLean  
County, Illinois

County of McLean

By:   
Its Chairman

By: \_\_\_\_\_  
Its Chairman, County Board

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