



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: January 6, 2020

MEMO TO: John Wasik, Chair
Planning Committee

Agenda Item# 9.7

FROM: John E. Nelson
Director of Operations and Infrastructure

RECOMMENDATION: Recommend approval of a Resolution Awarding a Contract for Architectural and Engineering Services to Williams Architects, Itasca, Illinois, for the new Grounds Maintenance Facility at Lakewood Forest Preserve in an amount not to exceed \$383,700.00.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: \$2,525,000.00 is budgeted in the Easements and Special Projects Fund (25104100-803000-61011) for this project.

BACKGROUND: Based on an evaluation of operational needs and the existing facilities at Lakewood, and in conjunction with the Lakewood Master Plan effort, staff recommends construction of a new facility at Lakewood for the grounds maintenance staff, vehicles and equipment that service the preserves in the southwest portion of the County. Staff preliminarily estimates that the building will be approximately 4,500 square feet in size. Staff recommends that the facility be developed as “net zero” with respect to its energy needs, and that the District pursue support for the project from a Net Zero Energy Building Program grant from the Illinois Clean Energy Community Foundation (ICECF).

To retain the needed professional architectural and engineering services to accomplish the project, the District has undertaken the process required by the Local Government Professional Services Selection Act. The Purchasing Manager first solicited Statements of Interest (SOI) for the services by: (i) emailing a notice requesting a statement of interest in the project to all firms who have a current statement of qualifications and performance data on file with the District, (ii) placing an advertisement in the Lake County News Sun, requesting a statement of interest in the Project and statements of qualifications and performance data from firms that do not have such a statement on file with the District, and (iii) placing an advertisement for the required professional services on the District’s website requesting a statement of interest in the specific project. Forty (40) professional architectural and/or engineering firms downloaded the Statement of Interest and ten (10) design teams responded on October 16, 2019 with formal Statements of Interest (SOI). The ten (10) SOI submissions were reviewed and ranked by a committee of staff, and it was determined that five (5) of the submitting teams would be interviewed. Interviews with those five (5) design teams were then conducted on November 13-14, 2019. Following the interviews, the staff interview committee ranked the design teams based on the quality of the team of consultants, how clearly they understood the project planning process and described it to the committee, and how well they demonstrated their design skills through past projects. The team led by Williams Architects, Itasca, Illinois, was determined to be the most qualified team by the interview committee.

Staff then entered into negotiations with the design team led by Williams Architects to determine a specific scope of services, prepare the design contract, and negotiate a contract price. The negotiated contract price is for an amount-not-to-exceed of \$383,700.00, based on a breakdown of fees as follows:

Phase I –	
Pre-Design	\$35,400.00
Schematic Design	\$48,300.00
Grant Process	\$29,800.00
Sub-Total	\$113,500.00
<u>Potential Reimbursable Expenses</u>	<u>\$12,600.00</u>
Total Phase I Not-to-exceed Fee	\$126,100.00
Phase II –	
Design Development	\$45,500.00
Construction Documents	\$118,500.00
Bidding Contracts	\$5,500.00
Grant Process	\$19,000.00
Construction Administration	\$54,600.00
Post Construction	\$5,000.00
Sub-Total	\$248,100.00
<u>Potential Reimbursable Expenses</u>	<u>\$9,500.00</u>
Total Phase II Not-to-exceed Fee	\$257,600.00
Total -	
Phase I Not-to-exceed Fee	\$126,100.00
<u>Phase II Not-to-exceed Fee</u>	<u>\$257,600.00</u>
Total Not-to-exceed Fee	\$383,700.00

The project shall use appropriate green building methodology, attain and maintain site net zero energy performance or better and is intended to obtain at least one of these certifications: PHIUS+, PHIUS+ Source Net Zero, Full Living Building Challenge, Petal (Energy) Living Building Certification or Zero Energy Living Building Certification. To assist in funding for this project, the District will apply for a grant from the Illinois Clean Energy Community Foundation’s “Net Zero Energy Building Program.”

The Phase I services are scheduled for completion by May 19, 2020 to coincide with the Pre-Proposal submission deadline for the grant program. Design development and the preparation of construction documents would occur in the second half of 2020. Construction is expected to start in late 2020 and continue into 2021, with building occupancy in late 2021.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Purchasing Manager, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JANUARY MEETING
JANUARY 14, 2020**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith "A Resolution Awarding a Contract for Architectural and Engineering Services for the Grounds Maintenance Building at Lakewood Forest Preserve to Williams Architects," and request its approval.

PLANNING COMMITTEE:

Date: 1-6-2020 Roll Call Vote: Ayes: ___ Nays: _____
 Voice Vote Majority Ayes; Nays: 0 PRESENT: 1

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT FOR ARCHITECTURAL AND
ENGINEERING SERVICES FOR THE GROUNDS MAINTENANCE BUILDING AT
LAKEWOOD FOREST PRESERVE TO WILLIAMS ARCHITECTS**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to retain a firm to perform architectural and engineering services for the new Grounds Maintenance Building at Lakewood Forest Preserve (the "Services"); and

WHEREAS, the Director of Operations and Infrastructure and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the Purchasing Manager has solicited statements of interest for the Services and received statements of interest from firms (the "Firms"); and

WHEREAS, the District staff has conducted interviews with certain of the Firms and ranked them, all in accordance with the Local Government Professional Services Selection Act; and

WHEREAS, the District's staff, the Purchasing Manager, the Director of Operations and Infrastructure, and the Planning Committee recommend that the Board of Commissioners (i) find that Williams Architects is the highest qualified Firm to provide the Services, (ii) that the proposal for the Services submitted by Williams Architects is the proposal that is most advantageous to the District, and (ii) award a contract for the Services to Williams Architects in substantially the form attached hereto (the "Contract") in an amount not to exceed \$383,700.00 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that Williams Architects is the highest qualified Firm to provide the Services, that the proposal for the Services submitted by Williams Architects is the proposal that is most advantageous to the District, and that the Contract Price is fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Award of Contract. The Contract in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to Williams Architects.

Section 3. Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4. Payments. The District Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2020.

AYES:

NAYS:

APPROVED this _____ day of _____, 2020.

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Lake County Forest Preserves

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CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT
AND
WILLIAMS ARCHITECTS
FOR
ARCHITECTURAL & ENGINEERING SERVICES
FOR THE
GROUNDS MAINTENANCE FACILITY
LAKEWOOD FOREST PRESERVE

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ARCHITECTURAL & ENGINEERING SERVICES
GROUNDS MAINTENANCE FACILITY
LAKEWOOD FOREST PRESERVE

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**CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
WILLIAMS ARCHITECTS
FOR
ARCHITECTURAL & ENGINEERING SERVICES
FOR THE GROUNDS MAINTENANCE FACILITY
LAKEWOOD FOREST PRESERVE**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, ("Owner") and Williams Architects a(n) Illinois Corporation, 500 Park Boulevard, Suite 800, Itasca, Illinois 60143, ("Consultant") make this Contract as of January 14, 2020 and hereby agree as follows:

ARTICLE I - THE SERVICES

1.1 Performance of the Services

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following professional architectural and engineering services, all of which is referred to in this Agreement as the "Services":

A. Professional Services. Provide, perform, and complete, in the manner described and specified in this Contract, all professional services necessary to accomplish the "Project," as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B.

B. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.

C. Insurance. Procure and furnish all required certificates and policies of insurance specified in Attachment A.

D. Standard of Care. Provide, perform, and complete all of the foregoing in full compliance with this Contract, in a professional manner, and in accordance with the standards of professional practice, care, and diligence in existence at the time of performance of the Services applicable to recognized and qualified consulting firms in the Chicago Metropolitan Area (the "Standard of Care").

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the "Commencement Date" set forth in Attachment A, and shall diligently and continuously prosecute and carry out the Services at such a rate as will allow the Services to be fully provided, performed and completed in full compliance with this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases, the "Completion Dates," set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. **Submittals Required.** Consultant shall submit to Owner all reports, documents, data, and information required to be submitted by Consultant under this Contract ("Required Submittals").

B. **Time of Submission and Owner's Review.** All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment A, or otherwise in this Contract. If no time for submission is specified for any Required Submittal, then that Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's opinion, to permit Owner to review that Submittal prior to the commencement of any part of the Services to which that Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and approval of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner. The Consultant shall not be held liable for claims of delay caused by the Owner's failure to timely review and approve any Required Submittal.

C. **Responsibility for Delay.** Consultant shall be responsible for any delay in the Services resulting from Consultant's, or its Sub-consultant's, delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and declares that it has carefully reviewed, and fully understands, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and declares that it is financially solvent, and has the financial resources necessary, and has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents and declares that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Sub-Consultants

A. **Consultant's Personnel.** Consultant shall provide all personnel necessary to complete the Services, including without limitation, the "Key Project Personnel" identified in Attachment C. Consultant shall provide to Owner telephone numbers at which the Key Personnel can be reached on a 24-hour basis. Consultant and Owner may, by mutual agreement, make changes and additions to the designations of Key Project Personnel. Consultant shall have no claim for a Change Order, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution of Key Project Personnel.

B. **Approval and Use of Sub-Consultants.** Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless

otherwise approved by Owner in writing. All sub-consultants and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any sub-consultant or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every subcontract shall include a provision binding the sub-consultant to all provisions of this Contract.

C. **Removal of Personnel and Sub-Consultants.** If any personnel or sub-consultant fails to perform the part of the Services undertaken by it in compliance with this Contract or in a manner reasonably satisfactory to Owner, Consultant, immediately upon notice from Owner, shall remove and replace such personnel or sub-consultant. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense: (i) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require approval of Owner's Board of Commissioners; (ii) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (iii) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (iv) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (v) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant and are necessary for the performance of the Services, and are not already provided for in this Contract; (vi) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (vii) review Required Submittals and other reports, documents, data, and information presented by Consultant as appropriate; (viii) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant; (ix) attend Project related meetings; and (x) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. **Termination or Suspension for Convenience.** Owner shall have the right, at any time and for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. **Payment for Completed Services.** In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (i) such direct costs, including overhead, as

Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (ii) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights, if any, to withhold and deduct as provided in this Contract.

ARTICLE II - CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes to the timing or scope of the Services to be provided pursuant to this Contract (a "Services Change Order"). When a Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation. Consultant shall not undertake any change in the Services without receipt of an executed Change Order from Owner.

2.2 Delays

For any delay resulting from a cause that Consultant could not reasonably avoid or control, Consultant, upon timely written application, shall be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including or fully including an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled or, if Consultant believes that any requirement, direction, instruction, interpretation, determination or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included or fully included in a Change Order, then Consultant shall submit to Owner a written request for the issuance of or revision of a Change Order including the equitable adjustment or the additional equitable adjustment in the Contract Price or Contract Time that Consultant claims has not been included or fully included in a Change Order. Such request shall be submitted before Consultant proceeds with any Work for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two (2) business days after receipts of such Change Order or receipt of notice of such requirement, direction instruction, interpretation, determination or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two (2) business days after receipt by Owner of such request, proceed without delay to perform the Work in compliance with the Change Order or as required, directed, instructed, interpreted or decided by Owner, and shall, pending a final resolution of the issue, keep a daily record of such Work. Unless Consultant submits such a request within two (2) business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination or decision, Consultant shall be conclusively deemed (i) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time; and (ii) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination or decision.

ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Compliance

A. **Scope of Representation.** Consultant shall perform all Services in conformance with this Contract, and in accordance with the Standard of Care.

B. **Opinions of Cost.** It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guarantee that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Contract. Consultant shall correct and remedy all of its errors, omissions, and negligent acts related to the Services, promptly and without charge.

3.3 Risk of Loss

The Services shall be provided, performed, and completed at the risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent errors, acts or omissions, or costs to repair or remedy any work undertaken by Owner based on the Services as a result of any such negligent errors, acts, omissions, to the extent recoverable under applicable law. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless, or reimburse Consultant for such damages, losses, or costs.

ARTICLE IV - INSURANCE; INDEMNIFICATION

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form reasonably acceptable to Owner and from companies with a general rating of A-, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise reasonably acceptable to Owner. Such insurance shall provide that no change to or cancellation of any insurance, nor any reduction in limits or coverage or other modifications affecting this Agreement, shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including without limitation at all times while providing corrective Services pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverage and limits set forth in Attachment A.

4.2 Indemnification

Consultant, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, shall, to the fullest extent permitted by law and at no cost to Owner, defend, indemnify and hold harmless Owner against any and all damages, liabilities, losses, attorney's fees, and expenses Owner incurs, to the extent caused, or alleged in a lawsuit to be caused, by Consultant's negligent acts, errors, or omissions, except that Owner shall not be entitled to indemnification for its own fault or negligence.

ARTICLE V - PAYMENT

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

The Contract Price includes applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on or the incorporation into the Services of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. Consultant waives and releases any claim against Owner arising from the payment of any such tax, contribution, premium, benefit, cost, royalty, or fee.

5.3 Progress Payments

A. **Payment in Installments.** The Contract Price shall be paid in installments in the manner set forth in Attachment A ("Progress Payments").

B. **Pay Requests.** Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to reasonably establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any lien or other interest of any party in regard to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (i) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (ii) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (iii) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (iv) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

The Services or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within sixty (60) days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. Within thirty (30) days after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom charges, if any, against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services or, if the Services are performed in separate phases, for that phase of the Services.

5.5 Deductions

A. **Owner's Right to Withhold.** Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract, such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (i) Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete; (ii) damage for which Consultant is liable under this contract; (iii) liens or claims of lien, regardless of merit; (iv) claims of Sub-consultants, suppliers or other persons, regardless of merit; (v) delay in the progress or completion of the Services; (vi) inability of Consultant to complete the Services; (vii) failure of Consultant to perform any of its obligations under this Contract; (viii) any other failure of Consultant to perform any of its obligations under this Contract; (ix) the cost to Owner including attorneys' fees and administrative costs of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at the office of Consultant during normal business hours during this Contract and for a period of three years after termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI - REMEDIES

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment that Consultant has failed or refused to prosecute, or has delayed in the prosecution of the Services with diligence at a rate that will reasonably assure completion of the Services in full compliance with the requirements of this contract, or has attempted to assign this Contract or Consultant's rights under this contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused or delayed to perform or satisfy any other requirement of this Contract, or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Consultant's receipt of written notice of such Event of Default, Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete to accelerate all or any part of the Services, and to take any or all other action necessary to bring Consultant and the Services into strict compliance with this Contract.
- B. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete or dilatory Services as part thereof and make an equitable reduction in the Contract Price.
- C. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- D. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant any and all costs including attorneys' fees and administrative expenses incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- E. Owner may recover any damages suffered by Owner.

6.2 Terminations and Suspensions by Owner Deemed for Convenience

Any termination or suspension by Owner of Consultant's rights under this Contract for an alleged Event of Default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding on Owner and Consultant and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (i) to create the relationship of principal and agent, partners, or joint ventures between Owner and Consultant or (ii) to create any relationship between Owner and any sub-consultant of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Consultant shall not (i) assign this Contract in whole or in part, (ii) assign any of Consultant's rights or obligations under this Contract, or (iii) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, nor any order by Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant or of any requirement or provision of this Contract or of any remedy, power or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation (other than Owner and Consultant) shall be made or be valid against Owner or Consultant.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

NAME: Lake County Forest Preserve District
ADDRESS: 1899 West Winchester Road
CITY STATE: Libertyville, Illinois 60048
Attention: John Nelson, Director of Operations & Infrastructure

Notices and communications to Consultant shall be addressed to and delivered at the following address:

NAME: Williams Architects
ADDRESS: 500 Park Boulevard, Ste. 800
CITY STATE: Itasca, Illinois 60143
Attention: Mark S. Bushhouse, Managing Principal

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

7.11.1 Consultant shall perform, or cause its Sub-consultants to perform, the Services in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. This requirement includes, but is not limited to, compliance with the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

7.11.2 Owner intends to pursue certain "Net Zero Energy" goals for the Project (hereinafter the "Sustainable Objective") and apply for a Net-Zero Energy grant for the Project. Owner shall provide to the Consultant copies of all agreements, grant documents, and other requirements by the grant's certifying authority that are reasonably necessary for Consultant to understand the requirements of any such grant. Consultant shall endeavor to comply with applicable conditions of any such federal, state, or local grant received by Owner with respect to the Sustainable Objective, this Contract, or the Services. Owner and Consultant acknowledge and agree that achieving the Sustainable Objective is dependent on many factors beyond Consultant's control, such as Owner's use and operation of the Project; the work or services provided by Owner's contractors or other consultants; or interpretation of credit requirements by the grant's certifying authority. Accordingly, Consultant cannot warrant or guarantee that the Project will achieve the Sustainable Objective or comply with any grant.

Consultant shall be liable for any fines or civil penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of Consultant's or its sub-consultants' improper performance of, or failure to properly perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Ownership of Documents

Consultant and Consultant's sub-consultants shall be deemed the original authors and owners respectively of materials produced pursuant to this Contract and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant hereby grants and conveys to Owner perpetual, irrevocable non-exclusive rights and license to use all Required Submittals and other materials produced under this Contract for District purposes and no other purposes. The Owner agrees to release Consultant from all causes of action, claims, losses damages, liabilities and expenses and to defend and hold the Consultant and the Consultant's sub-consultants harmless from any causes of action, claims, losses, damages and expenses of any nature whatsoever, including reasonable attorney's fees, resulting from Owner's unauthorized re-use of the Consultant's and Consultant's sub-consultants' materials without their involvement.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefore, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefore.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed as of the day and year first written above.

(SEAL)

Attest/Witness

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____

Julie Gragnani

Alex Ty Kovach

Title: Secretary

Title: Executive Director

Attest/Witness

WILLIAMS ARCHITECTS

By: _____

Mark S. Bushouse

Title: _____

Title: Managing Principal

ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:
Provide architectural and engineering services for the grounds maintenance facility at Lakewood Forest Preserve, which services include: See Attachment B.
The Services include, but are not limited to, all of the Services provided in Consultant's detailed Scope of Work. See Attachment B.

2. Approvals and Authorizations:
Consultant shall obtain the following approvals and authorizations from the following governmental bodies on or before the following dates:

<u>Approval/Authorization</u>	<u>Date</u>
N/A	N/A

3. Commencement Date:
January 27, 2020

4. Completion Date:
July 31, 2022

5. Insurance Coverage:

- A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory
- (2) Employer's Liability:
 - a. \$1,000,000 injury-per-occurrence
 - b. \$500,000 disease-per-employee
 - c. \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented, not less than:

- (1) Combined Single Limit - Bodily Injury and Property Damage:
 - a. \$1,000,000 - each accident
 - b. \$1,000,000 - per occurrence

All employees shall be included as insured's.

- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) Each Occurrence: \$2,000,000.00
- (2) General Aggregate \$2,000,000
- (3) Products – Completed Operations Agg. \$2,000,000

Coverages shall include:

Note: Indemnity Agreements are covered, if written insurable, by Professional Liability Insurance

- D. Professional Liability Insurance with a limit of liability of not less than \$1,000,000.00 per claim and aggregate, and covering Consultant against actual or alleged negligent acts or omissions in the performance of the professional services.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage of underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:
 - ❖ Worker's Compensation Policy
 - ❖ Professional Liability Insurance
- G. Other Parties as Additional Insured. In addition to Owner, the following parties shall be named as Additional Insured on the following policies:

Additional Insured	Policy or Policies
<u>N/A</u>	<u>N/A</u>

6. Contract Price:

A. Schedule of Prices - Lump Sum

Phase I –

Pre-Design	\$35,400.00
Schematic Design	\$48,300.00
Grant Process	\$29,800.00
Sub-Total	\$113,500.00
<u>Potential Reimbursable Expenses</u>	<u>\$12,600.00</u>
Total Phase I Not-to-exceed Fee	\$126,100.00

Phase II –

Design Development	\$45,500.00
Construction Documents	\$118,500.00
Bidding Contracts	\$5,500.00
Grant Process	\$19,000.00
Construction Administration	\$54,600.00
Post Construction	\$5,000.00
Sub-Total	\$248,100.00
<u>Potential Reimbursable Expenses</u>	<u>\$9,500.00</u>
Total Phase II Not-to-exceed Fee	\$257,600.00

ARCHITECTURAL & ENGINEERING SERVICES
GROUNDS MAINTENANCE FACILITY
LAKEWOOD FOREST PRESERVE

Total -

Phase I Not-to-exceed Fee	\$126,100.00
Phase II Not-to-exceed Fee	\$257,600.00
Total Not-to-exceed Fee	\$383,700.00

The District Statement of Interest (SOI) number 19041 titled "Statement of Interest 19041 (SOI) for Professional Architectural and Engineering Services for the Grounds Maintenance Facility at Lakewood Forest Preserve is incorporated herein and made a part hereof by this reference.

For providing, performing and completing all Services, the total Contract Price of:

Three Hundred Eighty Three Thousand Seven Hundred Dollars and Zero Cents
(in writing)

\$383,700 Dollars and 00 Cents
(in figures)

Lump sum amount includes all travel, living and direct project expenses including printing, postage and handling. There shall be no additional costs.

7. Payments:

Regardless of whether the Contract Price is based upon hourly rates or a lump sum, Consultant shall, not later than ten (10) days after execution of the Contract and before submitting its first pay request, submit to Owner a schedule showing the value of each component part or phase of the Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the lump sum Contract Price or the not to exceed Contract Price, as the case may be. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts or phases of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule. When a component or phase of the Services, as identified in the Breakdown Schedule, is complete, Owner will pay Consultant the value of such component or phase as provided in the Breakdown Schedule; however, Owner shall not be required to make payments more frequently than once per month.

All pay requests from Consultant shall be made using the pay request format supplied by Owner.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such payments based on Owner's determination of the value of the Services completed.

ARCHITECTURAL & ENGINEERING SERVICES
GROUNDS MAINTENANCE FACILITY
LAKEWOOD FOREST PRESERVE

ATTACHMENT B - CONSULTANT'S SCOPE OF WORK

12 December 2019

Ms. Christine Miller, Purchasing Manager
Lake County Forest Preserves
1899 W. Winchester Road
Libertyville, IL 60048

Re: Lake County Forest Preserves / Grounds Maintenance Facility at Lakewood Forest Preserve
Professional Basic Architectural & Engineering (A & E) Services
WA BD Project No.: 2019-418

LETTER OF PROPOSAL (LOP)

Dear Ms. Miller:

Williams Architects is delighted to provide the Lake County Forest Preserves with this Letter of Proposal, outlining our understanding of the opportunity to work with you, your staff and your Board on the Grounds Maintenance Facility at Lakewood Forest Preserve. We look forward to our involvement on the Project.

We have outlined the highlights of our proposed professional services and associated fees to perform the Pre-Design and Basic Architectural & Engineering (A & E) Services as identified herein. The LOP outlines our proposed understanding of the A & E Services, associated fees and, a preliminary schedule for the Project. Please refer to the pages that follow for additional detail.

ARCHITECTURAL TEAM MEMBERS

The following team members represent the Williams Architects critical Management Team; however, the services of many other talented professional and technical staff beyond those noted herein will also be utilized:

- Mark S. Bushhouse / Principal-In-Charge
- Andrew Caputo / Associate Principal, Project Manager
- Andreas Symeonides / Project Architect

ARCHITECT'S SUB-CONSULTANTS

Please refer to the below noted Sub-Consultant & Engineering Team for the A & E Services on this Project as follows:

Architecture and Architect of Record / Williams Architects
Civil Engineering / Gewalt Hamilton Associates, Inc.
Mechanical, Electrical, Plumbing, Fire Protection and Structural Engineering / IMEG
Environmental Specialist (Commissioning) / SSRCx
Maintenance Facility Specialist/Maintenance Facility Consultants, a division of Whitman, Requardt & Assoc.
Low Voltage Specialist / Sentinel Technologies

OWNER'S DIRECT SPECIALTY CONSULTANTS

Traditional Owner's Consultants contracted and coordinated by the Owner are as follows:

Landscape Architecture / District Staff
Surveying / TBD

Geotechnical Soils and Material Testing / TBD
Environmental / TBD
Construction Manager / TBD
Site Stormwater Civil Engineer / TBD

PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

We understand that the Lake County Forest Preserve District's objective is to construct a new multipurpose net zero maintenance facility that will contain but is not limited to: vehicle storage, staff offices, utility spaces and storage, and net zero educational exhibits for the public. To assist in the construction of the new building, the District will be applying for a grant from the Illinois Clean Energy Community Foundation's "Net Zero Energy Building Program". The new facility will minimize energy requirements and incorporate renewable energy systems, all while using green building methodology to obtain at least one certification for net zero design and at minimum offset all energy consumption onsite.

STEP 1 – PRE-DESIGN SERVICES:

1) Perform Project Overview / Kick-off:

We will review the details of the work plan with the Senior Staff and other participants deemed appropriate by the Owner's identified Project Manager and attend a Project kick-off meeting which will address the following:

- Identify Project Team and Project Managers (Owner and Project Consultant Team).
- Review and establish project timeline.
- Review our methodology contained in the scope of services herein and agree on the implementation strategies regarding the same.
- Identify data / documentation (data collection) to be provided by Owner for the Project Consulting Team to review.
- Review existing facilities, functions, staffing and equipment to understand space needs.
- Review existing building operations to understand operational needs. (Attendance by MRA).
- Review Owner goals for selection of a Construction Manager for the project.

The aforementioned will determine the critical success factors and performance outcomes.

2) Facility Tours:

We propose to accompany the Lake County Forest Preserves to three (3) similar facilities in order to review the program and spatial adjacencies of comparable maintenance facility projects that are in the general area of the Lake County Forest Preserves. Williams Architects will prepare maps, plans, data and other necessary material for the tours. We would respectfully request the Lake County Forest Preserves arranges our visits with the host sites and the transportation for the tours.

3) Space Needs Analysis - Programming:

Work with staff and WRA to develop a Building Space Program in order to ensure there are no overlaps or gaps between program areas and the associated space requirements regarding the same. Then we, as the Architect, use that information to finalize a space program that lists space necessary to meet the functional needs. This will then be reviewed with high-level staff one last time for any overall changes. It is recommended that the Architect meet with each team leader to review their program / space needs, making certain there is a thorough and complete understanding of their functions and space needs. Additionally, we will:

- Meet with the representatives and potential partners of the client to review their program needs and establish / document the same as required.
- Establish and review the Project budget, and describe anticipated scope of work, as it relates to the site and facilities program elements / areas.
- Present data that will define the building areas, function and spatial relationships.
- Prioritize the space in terms of need, use and operation.

4) **Site Analysis / Design:**

During this process, work would occur with the Project Design Team to review the preliminary planning and engineering evaluation of the site. This process would consist of the following steps:

- Review all site documentation provided by the Lake County Forest Preserves' staff for the selected facility location and design parameters.
- The Project Consultant Team will look at site issues for utilities, drainage, site topography, site access, location, compatibility, and other site review parameters with the Owner.
- The Project Consultant Team will further investigate the site to include a preliminary review of constructability, visibility, available utilities, street access, pedestrian and vehicular access and community presence/impact.
- The Project Consultant Team will analyze and provide guidance on design/layout of drainage, parking, material storage yard, grading, new well location, sustainable design features (permeable pavement, bio-retention, etc.)
- On-site sewage treatment system is anticipated and will be designed by a subconsultant. Work in this phase will be limited to a soil classification study and guidance on required field area and location. Assumes no more than two locations are considered.
- The Project Consultant Team will provide site design alternatives, with regards to the facility layout and associated site amenities. This will be reviewed with the Lake County Forest Preserves and refined to a singular desired site solution.

5) **Conceptual Development to Preliminary Layout and Design:**

Our Team will provide the Architectural and Planning professional services required to address facility space needs and site concerns (previously noted in Task 4) Site Analysis / Design). We will provide a design solution for the Owner's review and incorporate comments elicited through this process and the previous study, evolving the concept into a directional solution, with representative set of Preliminary Concept Design drawings and documents. We will attend a scheduled meeting to discuss and develop the Preliminary Concept. We take a hands-on approach during these meetings held to validate the previous study, along with investigating all options and alternatives into a refined and preferred singular Preliminary Concept Design Plan, which provides clear direction of the final plan. With sufficient documentation, we are able to delineate the advantages of the preferred solution over those not chosen. We will provide a program statement of proposed parking and building elements. We shall also assist the Owner in their effort to select a Construction Manager for the project with example RFQ's, contracts and attendance at interviews.

STEP 2 – SCHEMATIC DESIGN PHASE:

Schematic Design Phase Services will include the following services:

- Assist Owner to define Project goals and objectives.
- Define existing surface conditions to be protected, modified and/or demolished.
- Review Owner's existing Project Site information, including current survey of Project Site.
- Refine design of design/layout of site grading, parking, material storage yard, new well, sustainable design features (permeable pavement, bio-retention, etc.)
- Preparation of site and building schematic plans.
- Schematic design of on-site sewage treatment system. (Septic drain field and storage tank).
- Preparation of preliminary Project Schedule from Design through Construction.
- Review and determine Mechanical, Electrical, Plumbing and other specialty systems for the facility.
- Assist Owner with selection of the Construction Manager.
- Preparation of Schematic Design Site Plan graphically defining design intent. Plans shall include site and floor plans, exterior design computer-generated renderings, building sections and key details.
- Preparation of reports that describe the basic building materials and systems.
- Preparation of Preliminary Estimate of Probable Construction Cost.
- Energy modeling analysis.
- Grant application process documentation with expected potential path to achieving Net Zero and Grant

Award.

- Preparation of Written Executive Summary.
- Final review with the Owner and approval.

Our team will provide a deliverable showing the energy modeling analysis for the system options and a brief description of the engineered systems for the project.

STEP 3 – GRANT PROCESS

Grant Process - Provided During Pre-Design Phase

The following services will be provided to prepare for the Net Zero Energy Building Program grant from the Illinois Clean Energy Community Foundation (ICECF).

- Assist Owner in preparing for Board Approval.
- Complete RFI Form no later than 9 weeks prior to Pre-Proposal Deadline of July 21, 2020. RFI form must be submitted on or before **May 19, 2020**. (Based upon Owner authorization to complete Schematic Design per the Schedule provided by Williams Architects).
- Register with PHIUS+ and/or Living Building Challenge for Net-Zero Certification.
- Prepare the necessary deliverables required for the Pre-Proposal Submission including Schematic Design documentation. Provide to owner prior to the Pre-Proposal Deadline. See additional materials required below:
 - Owner Project Requirements Document (includes net-zero energy performance requirement)
 - Detailed Project Budget with Net Zero Energy items broken out
 - IDNR Eco Cat Information Request Form for installing Wind Turbines and/or Ground-Mounted Solar Systems
 - Site Plan
 - Floor Plans
 - Sections
 - Elevations
 - PHIUS+ Feasibility Study (if seeking PHIUS+ Certification)
- Assist the Owner with their application responsibilities which include:
 - Assist Consultant in preparing for Board Approval(s) as needed.
 - Submit tax ID paperwork to ICECF to prove eligibility for ICECF grant.
 - Collaborate with Consultant (Architect with Sub-Consultants) to complete RFI form.
 - File RFI Form with ICECF.
 - Prepare Necessary Pre-Proposal Application Attachments which include but not limited to below:
 - Financial Statements for the most recent fiscal year including a Statement of Financial Position and Statement of Activities. Include any notes to the financial statements.
 - Current Year Summary Budget.
 - Internal Revenue Service Documentation Confirming your Employer Identification Number (EIN), usually a 147c letter.
 - Complete the Online Pre-Proposal Application no later than required, including one hard copy of required submission drawings.
 - Williams shall include the services of the Commissioning Agent, SSRCx, throughout the Pre-Design and Schematic Design.

Grant Process - Provided throughout Basic Services

We shall prepare the necessary deliverables required for the Full-Proposal Submission including Design Development documentation.

During Basic Services we shall:

- Compile Full-Proposal application deliverables in collaboration with the owner. These deliverables include:
 - Final Drawings
 - Specifications

- Final Project Budget with Net Zero Energy items broken out
- Energy Modeling Results
- Design Development Review Report
- Energy Performance Certification Letter
- Collaborate with PHIUS and/or Living Building Challenge throughout the process for Certification.
- Assist the Owner and SSRCx with Final Education Plan and Final Monitoring and Performance Verification Plan.

The Owner's responsibilities include:

- Lead the team in determining, planning and preparing the Final Education Plan, including signage, displays, outreach, etc.
- Collaborate with Consultant on Monitoring and Performance Verification Plan.
- File Full Proposal Application by **deadline** as indicated by the ICECF.

STEP 4 – BASIC SERVICES

Upon completion of the Schematic Design Phase (and receipt of Owner approval and positive feedback about qualifying for a Net Zero Energy Building Program Grant), Williams Architects is prepared to immediately continue the Basic A&E Services (Design Development through Construction Administration and Project Closeout).

DESIGN DEVELOPMENT

Once the basic design and scope of the Project has been reviewed and accepted by the Lake County Forest Preserves, our Team would then begin with the Design Development Phase of this Project; wherein detailed floor, ceiling and roof plans, typical wall sections and details, elevations and site plans would be further developed to fully explain the design of this facility. Work during this phase would include detailed code review and involvement of our full team of engineers and designers to review and determine the best equipment, low voltage/security, civil, structural, mechanical, electrical, plumbing and other systems involved in the facility. This phase would culminate in further refinement of the detailed design documents / outline specifications, along with a presentation to staff for acceptance. We will assist the Owner with the Grant Proposal Applications described herein.

CONSTRUCTION DOCUMENTS

During this phase, we would work with our engineers to provide detailed drawings of every aspect of this site and building, including a project manual that has the bid forms, contracts, and the specifications for all aspects of the facility. These documents would then be used for review by the staff at 50% and 95% complete milestones, as well as issuing a building permit and bidding by contractors. We will prepare applications, plans and material submittals as required for building permit review.

We utilize numerous other computer systems to assist in the delivery of high quality technical / professional services. These systems include computerized rendering, specifications systems, keynoting, estimating, project reporting, and project accounting.

PERMITTING

We submit for permit review to local building department and the other Governing Authorities (except stormwater) having Jurisdiction. We regularly monitor this process and promptly respond to document updates in an effort to expedite the permits.

BIDDING / NEGOTIATION

During this phase, we would assist the Construction Manager as they issue the documents to interested bidders, attend a pre-bid conference with all interested contractors, answer questions and issue addenda as necessary, attend the bid opening, review the reputations of the lowest bidder(s) to assist the Construction Manager as they recommend to the Lake County Forest Preserves as to which contractors are the lowest qualified bidders for this Project.

CONSTRUCTION ADMINISTRATION

During this phase, we visit the site once every other week and meet with the Lake County Forest Preserves and Construction Manager to review all aspects of the Project, assisting the Lake County Forest Preserves in

understanding the schedule and progress of the work, as well as issuing field reports for each of our visits, informing the Lake County Forest Preserves and Construction Manager as to work that is acceptable and unacceptable. We also review the payout requests as submitted by the Construction Manager and recommend payment to the Lake County Forest Preserves. We review, comment on and approve shop drawings as submitted by the Construction Manager for the various systems and components within the building. We provide information and clarification, and issue change orders throughout the construction phase to administer the contract. At the conclusion of the construction phase, we again visit the site to walk through the facility and provide a punch list of all the outstanding items that need to be completed and/or corrected, and assist the Lake County Forest Preserves in reviewing and accepting all of the as-built, warranty, and maintenance manuals provided by the Construction Manager.

We will continually strive to maintain open and ongoing communication with all members of the Project Team throughout the Project so that issues can be discussed and solved in a logical manner, thus avoiding problems and potential delays. This enables us to complete superior projects on time and within budget, in an environment marked by an excellent working relationship between the client, the architect and the Construction Manager.

POST CONSTRUCTION

We assist in the system start-up and training activities that are led by SSRcX in conjunction with the Owner's staff and all of the prime subcontractors on the project. In doing so we once again review all submitted "as built" documentation and maintenance manuals to verify that there are no conflicts with the design intent.

We visit the facility 11 months after substantial completion for program/maintenance/operations review and documentation of warranty issues. During this visit we walk through the facility with the Lake County Forest Preserves to elicit feedback to improve the functionality of your facility.

SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

We will work with the Lake County Forest Preserves to develop a Project Schedule that meets your goals and objectives. To that end, we propose the below noted preliminary Project Schedule, which is subject to review by the Constructor and mutually acceptable to the Owner, Architect and Constructor, as follows:

<u>Preliminary Project Schedule Tasks:</u>	<u>Duration</u>	<u>End Dates</u>
Project Board Approval		January 14, 2020
Step 1 – Pre-Design	6 Weeks	February 27, 2020
Step 2 - Schematic Design	7 Weeks	April 16, 2020
Step 3 - Grant Process	7 Weeks (Concurrent)	April 16, 2020
Owner Approval and Schedule Contingency	4 Weeks	May 14, 2020
Grant Application	1 Week	May 19, 2020
Step 4 – Basic Services		
Design Development	6 Weeks	June 30, 2020
CM Cost Estimate	3 Weeks	July 21, 2020
Construction Documents	8 Weeks	September 15, 2020
Quality Control	2 Weeks	September 29, 2020
Bidding / Owner Contract Approval	4 Weeks	October 27, 2020
Construction Administration	11 Months	September 2021

TOTAL PROFESSIONAL PROJECT SERVICE FEES

The compensation to the Architect by the Lake County Forest Preserves shall be paid on a fee basis, as described below, for the Scope of Services performed in accordance with the enclosed compensation breakdown. The Architect shall bill the District monthly for the percentage of services / work performed for the previous months' time. Time will be in accord with the enclosed Rate Table.

Basic A & E Services Fee: SEE ATTACHMENT A FOR SCHEDULE OF PRICES

Step 1—Pre Design	\$ 36,400.00
Step 2—Schematic Design	\$ 48,300.00
Step 3—Grant Process	\$ 20,800.00
Step 4—Basic Services	<u>\$248,100.00</u>
Total for Professional Services	<u>\$361,600.00</u>

Step 4 Fees are based upon a total construction budget of \$2,500,000. If the Owner approves a budget that exceeds \$2,500,000, then the fee shall be increased by 7.5% of the amount that exceeds \$2,500,000.

Our base services work will be provided on a percentage of work completed basis from the rate table below. Any Additional Services authorized by the Owner and approved in writing will be provided on an hourly basis from the rate table below. Our Consultant's rate schedules vary for each Consultant, but they are comparable to our own rates enclosed herein.

Rate Table

Principal II	\$ 236.00/Hour
Principal I	\$ 217.00/Hour
Associate Principal.....	\$ 200.00/Hour
Senior Associate/Senior Project Mgr.	\$ 196.00/Hour
Associate / Project Manager	\$ 179.00/Hour
Architect III	\$ 158.00/Hour
Architect II	\$ 146.00/Hour
Architect I	\$ 131.00/Hour
Senior Project Coordinator II.....	\$ 158.00/Hour
Senior Project Coordinator I.....	\$ 146.00/Hour
Project Coordinator IV.....	\$ 119.00/Hour
Project Coordinator III	\$ 109.00/Hour
Project Coordinator II	\$ 92.00/Hour
Project Coordinator I.....	\$ 80.00/Hour
Project Technician II.....	\$ 62.00/Hour
Project Technician I.....	\$ 48.00/Hour
Aquatic Engineer II.....	\$ 188.00/Hour
Aquatic Engineer I.....	\$ 144.00/Hour
Director of Marketing.....	\$ 176.00/Hour
Marketing Coordinator	\$ 127.00/Hour
Accounting	\$ 169.00/Hour
Secretarial	\$ 119.00/Hour
Clerical	\$ 84.00/Hour
Director of Interior Design	\$ 160.00/Hour
Interior Designer V	\$ 125.00/Hour
Interior Designer IV	\$ 105.00/Hour
Interior Designer III.....	\$ 82.00/Hour
Interior Designer II.....	\$ 69.00/Hour
Interior Designer I.....	\$ 48.00/Hour

REIMBURSABLE EXPENSES

In addition to our professional services, we shall also invoice the client for our Project related Reimbursable Expenses at a 1.15 multiplier. Project related Reimbursable Expenses include such items as travel, vehicle mileage, tolls, printing, copies, photography, renderings / slides, phones & fax, postage / messenger / overnight courier, direct miscellaneous Project supplies, etc. to a maximum of \$22,100.

EXCLUSIONS:

The following items are not included within our Professional Services Fee but can be provided at a mutually agreed upon fee.

- Environmental and wetland investigations or mitigation design.
- Design of a structural slab on grade and / or a deep foundation system should the geotechnical investigation indicate that the soil is not suitable for shallow foundation systems for this lightly loaded structure.
- Associated educational displays and outreach beyond that required at the facility.
- The Commissioning Agent, SSRCx, will provide their services as a sub-consultant to Williams during the Pre-Design and Schematic Design portions. After that, SSRCx is to work directly for the District and will not be a part of the Williams' Team.
- Williams to provide the project budgeting services during the Pre-Design and Schematic Design portions. After that, the Owner's Construction Manager is expected to provide all cost estimating services.

CONTINGENT OPTIONAL ADDITIONAL SERVICES

Professional services excluded from, or that noted within this LOP can be provided on an hourly, or otherwise mutually agreed upon fee basis by the Owner and Architect in accordance with the rate table herein.

CLOSING

Upon your review and approval, we shall work with you to incorporate this into the Owner / Architect Agreement.

Thank you again for this wonderful opportunity to continue to provide our Professional Architectural Services to the Lake County Forest Preserves. If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,



Mark S. Bushhouse, AIA, LEED AP
President / Managing Principal

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ATTACHMENT C - KEY PERSONNEL

1. KEY PROJECT PERSONNEL – OWNER.

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE
John Nelson	Director of Operations & Infrastructure	847-968-3407	847-489-6140
Jeff Slood	Planning Manager	847-968-3277	847-489-6186
Patrick Bovill	Superintendent of Construction & Building Trades	847-968-3281	847-276-6937

2. KEY PROJECT PERSONNEL – CONSULTANT

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE
Mark S. Bushhouse	Managing Principal-In-Charge	630-221-1212	630 565-3498
Andrew Caputo	Associate Principal, Project Manager	630-221-1212	
Andreas Symeonides	Project Architect	630-221-1212	