



LAKE COUNTY FOREST PRESERVES  
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Preservation, Restoration, Education and Recreation

**DATE:** January 5, 2015

**TO:** Craig Taylor, Chair  
Education, Cultural Resources & Public Affairs Committee

S. Michael Rummel, Chair  
Finance & Administrative Committee

**FROM:** Nan Buckardt, Director  
Environmental Education and Public Affairs

**SUBJECT:** Three-year Science First in Lake County Contract

**RECOMMENDATION:** Recommend Approval of a Resolution awarding a contract to the Chicago Botanic Garden in the annual amount of \$30,949.23.00 to implement the 2015 – 2017 Science First in Lake County summer youth education program.

**BACKGROUND:** The Science First in Lake County summer youth education program has successfully served students from low-income communities since 2006. Eligible students are those living in communities served by schools that are covered by the District's Gateways Grant Program.

The approved Fiscal Year 2014-2015 Budget provides for continuation of the program in summer 2015, for 30 students, providing that 50 percent of program costs can be raised from grants and private donations. Commonwealth Edison, the Harold M. and Adeline S. Morrison Family Foundation and Alice and Don Goldsmith have generously provided funding for the Science First in Lake County program in 2014. Funding requests are in process for the upcoming summer.

The total expenditures for the Chicago Botanic Garden contract and for supplies and services paid directly by the District will be within the \$45,500.00 approved in the District's Fiscal Year 2014-2015 Budget.

**REASON FOR RECOMMENDATION:** Committee recommendation and Board approval required in accordance with the Districts Purchasing Policy. The Fiscal Year 2014-2015 Budget requires that \$26,100.00 in grants and donations be raised to pay for at least 50 percent of program costs. Funding requests for the 2016 and 2017 Science First in Lake County program will be part of the budget process for those years.

**FINANCIAL DATA:** Expenditures for the Science First in Lake County summer youth education program for 30 students will be within the \$45,500.00 approved in the Fiscal Year 2014-2015 and budgets approved in subsequent years – the funds are in account 14434000-709000-42005. Fundraising efforts are underway to solicit a minimum of \$22,750.00 annually, in grant and donation revenues needed for Science First in Lake County.

**REVIEW BY OTHERS:** Executive Director, Finance Director, Chief Development Officer, Purchasing Manager, Director of Operations and Public Safety

**PRESENTER:** Nan Buckardt



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

**RESOLUTION AWARDING  
A CONTRACT TO CHICAGO BOTANIC GARDEN  
FOR SCIENCE FIRST IN LAKE COUNTY CAMP SERVICES**

**WHEREAS**, the Lake County Forest Preserve District (the "District") desires to contract for services to operate a Science First in Lake County camp during the summers of 2015, 2016 and 2017 for youth from underserved communities (the "Services"); and

**WHEREAS**, the Purchasing Manager and Executive Director have determined that the Services require personal confidence; and

**WHEREAS**, the Purchasing Manager has solicited a proposal for the Services from Chicago Botanic Garden; and

**WHEREAS**, the District's education staff, the Executive Director, the Purchasing Manager, the Education, Cultural Resources, and Public Affairs Committee, and the Finance and Administrative Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find the proposal submitted by Chicago Botanic Garden be determined to be the proposal that is most advantageous to the District; and (ii) award a three – year contract (the "Contract") to the Chicago Botanic Garden in the amount of \$30,949.23 annually (the "Contract Price") to provide the Services;

**WHEREAS**, the Board of Commissioners hereby finds that the proposal for the Services submitted by Chicago Botanic Garden is the proposal that is most advantageous to the District;

**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 for the Services in the amount of the Contract Price and in substantially the form attached hereto is hereby awarded to the Chicago Botanic Garden.

Section 3:     Execution of Contract. The Executive Director is hereby authorized and directed to execute the Contract in substantially the form attached hereto.

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 \_\_\_\_\_, 2015.

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District  
Exhibit No.

CHICAGO BOTANIC GARDEN  
SCIENCE FIRST IN LAKE COUNTY PROGRAM  
GREENBELT CULTURAL CENTER

**CONTRACT BETWEEN**  
**LAKE COUNTY FOREST PRESERVE DISTRICT**  
**AND**  
**CHICAGO BOTANIC GARDEN**  
  
**FOR THE**  
**SCIENCE FIRST IN LAKE COUNTY PROGRAM**  
**AT THE**  
**GREENBELT CULTURAL CENTER**

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**CONTRACT BETWEEN**  
**LAKE COUNTY FOREST PRESERVE DISTRICT**  
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**CHICAGO BOTANIC GARDEN**

**FOR THE**  
**SCIENCE FIRST IN LAKE COUNTY PROGRAM**  
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**GREENBELT CULTURAL CENTER**

In consideration of the mutual promises set forth below, the Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, a public corporation ("Owner") and the Chicago Botanic Garden, 1000 Lake Cook Road, Glencoe, Illinois 60022 ("Consultant") make this Contract as of the date of execution of the Contract by Owner, 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, all of which is herein referred to as the "Services:"

- A.    **Labor, Equipment, Materials and Supplies.** Provide, perform and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data and other items 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.
- C.    **Insurance.** Procure and furnish all certificates and policies of insurance specified in this Contract.
- D.    **Quality.** Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the applicable standards of professional practice and in full compliance with, and as required by or pursuant to, this Contract.

**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 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 specifically required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data and information as may be requested by Owner (“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 this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Services to which they relate. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. No Services related to any submittal shall be performed by Consultant until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping 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.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract, but only to the extent such delays arise from Consultant’s acts or omissions.

1.4 Review and Incorporation of Contract Provisions

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

1.5 Technical Ability to Perform

Consultant represents that it is sufficiently experienced and competent and has the necessary capital, facilities, plant, organization, and staff to provide, perform and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Financial Ability to Perform

Consultant represents that it is financially solvent and Consultant has the financial resources necessary to provide, perform and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.7 Time

Consultant represents that it is ready, willing, able and prepared to begin the Services on the Commencement Date and 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.

1.8 Consultant’s Personnel and Subcontractors

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 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 termination, reassignment, resignation or substitution of Key Project Personnel.

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B. Approval and Use of Subcontractors. Consultant shall perform the Services with its own personnel and under the management and control of its own organization. The Owner will supervise the Consultant's seasonal staff at training and during program session. All subcontractors and subcontracts used by Consultant shall be acceptable to and approved in advance by Owner. Owner's approval of any subcontractor and 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 reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately, upon notice from Owner, remove and replace such personnel or subcontractor. Consultant shall have no claim for damages or 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.

1.9 Owner's Responsibility

Owner shall, at its sole cost and expense: (a) 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 Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the project, including Owner's objectives and constraints, schedule, space, capacity and performance requirements and budgetary limitations; (c) provide to Consultant all existing studies, reports and other available data relevant to the Project; (d) arrange for Consultant to perform the Services; (e) except as otherwise provided in Attachment A, provide approvals from all governmental services as may be necessary from time to time in the sole judgment of Owner for the Project; (f) attend Project related meetings; and (g) 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.

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

A. Termination or Suspension for Convenience. Owner shall have the right 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 1.10A above, Owner shall pay Consultant such direct costs, including overhead, as Consultant shall have paid or incurred, prior to termination, for all Services done in compliance with, and as required by or pursuant to, this Contract. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided for 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 in the Contract, the Project, the Services, and the Contract Time ("Change Order"). If any 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.

### 2.2 Delays

For any delay that may result from causes that could not be avoided or controlled by Consultant, Consultant shall, upon timely written application, 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 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 receipt 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 (1) 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 (2) 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 Scope of Responsibility

A. Scope of Responsibility. Consultant states that the Services shall be performed in accordance with the applicable standards of professional practice, care and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services.

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.

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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 reports, documents, data, information and other items and Services under this Contract. Consultant shall promptly and without charge provide to the satisfaction of Owner all corrective Services necessary as a result of Consultant's errors, omissions or negligent acts.

3.3 Risk of Loss

Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, negligent acts, and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such errors, omissions or negligent acts. 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 FINANCIAL ASSURANCES

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance coverages and limits set forth in Attachment A, together with a copy of the Professional Liability Insurance Policy 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 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 acceptable to Owner. Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of 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, while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force at Consultant's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

Consultant shall, without regard to the availability of any insurance either of Owner or Consultant, indemnify and hold harmless the Owner against any and all lawsuits, claims, demands, damages, liabilities, losses and expenses including attorneys' fees and administrative expenses, but only to the extent they arise from Consultant's negligent acts, errors or omissions in the performance of its Services under this Contract.

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

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and completing the Services, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

The Contract Price includes all 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. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium costs, royalties or fees is hereby waived and released by Consultant.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in four 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, accompanied by such receipts, vouchers and other documents as may be necessary to establish Consultant's prior payment for all labor, material and other things covered by the invoice and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work or fund with respect to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (1) 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; (2) 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; and (3) the estimated percent completion and, if the Services are to be performed in separate phases, for each phase; and (4) 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 60 days after submission by Consultant of the Services or such phase of the 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 the Services after deducting there from all charges 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 the Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses and expenses of, by or to Consultant for anything done, furnished for, arising out of, relating to or in connection with the Services of a particular phase of the Services, as the case may be, or for or on account of any act of neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of the Services, as the case may be.

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

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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: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete; (2) damage for which Consultant is liable under this contract; (3) liens or claims of lien, regardless of merit; (4) claims of subcontractors, suppliers or other persons, regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to perform any of its obligations under this Contract; (8) any other failure of Consultant to perform any of its obligations under this Contract; (9) 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 all reasonable times during this Contract and for a period of three years following 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 assures 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.

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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 Deemed for Convenience

Any termination or suspension of Consultant's rights under this contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.10 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Consultant and upon 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 (1) to create the relationship of principal and agent, partners or joint venturers between Owner and Consultant; or (2) to create any relationship between Owner and any subcontractor 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 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.

7.4 Assignment

Consultant shall not (1) assign this Contract in whole or in part; (2) assign any of Consultant's rights or obligations under this Contract; or (3) 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.

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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 Consultant shall be made or be valid against Owner.

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 any main or branch United States Post Office 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:

Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, Illinois 60048  
Attention: Nan Buckardt

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

Chicago Botanic Garden  
1000 Lake Cook Road  
Glencoe, IL 60022  
Attention: Patsy Benveniste

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.

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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 or rules of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided by 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

Consultant shall give all notices, pay all fees and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations including, without limitation, 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. Consultant shall also comply with all conditions of any federal, state or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with Consultant's or its subcontractors' performance of or failure to 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, Curriculum, and Program Names

- A. Documents. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information in any form (the "Documents") prepared, collected or received by Consultant or any sub consultants in connection with any or all of the Services shall be and remain the property of Owner. At Owner's request or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain all Documents not delivered to Owner, unless Owner consents in writing to the destruction of the Documents. Consultant shall make and shall cause all of its subcontractors to make the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract.
- B. Curriculum and Program Names. The name of *Science First* and the original curriculum of that program that was developed by Consultant and was not developed specifically for the *Science First in Lake County* program are the property of Consultant. The name *Science First in Lake County* and the curriculum specifically developed for that program is the property of the Owner. The parties shall acknowledge their joint involvement in the *Science First in Lake County* program by including in materials promoting or describing the program the phrase "Science First in Lake County is presented by Lake County Forest Preserves in collaboration with the Chicago Botanic Garden." Consultant may use the name *Science First*

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*in Lake County* for program recruitment, but must obtain Owner's prior written consent to use the name for any other purposes.

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 in two (2) original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

LAKE COUNTY FOREST PRESERVES

By: \_\_\_\_\_  
Julie A. Gragnani

By: \_\_\_\_\_  
Alex Ty Kovach

Title: Board Secretary

Title: Executive Director

Attest/Witness:

CHICAGO BOTANIC GARDEN

By: \_\_\_\_\_  
Name

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_



ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project

Owner would like to continue a 4-week Science First in Lake County ("SFLC") program for students entering grades 7-9. The Owner has requested assistance from Consultant to implement three years of the program at the Greenbelt Cultural Center, 1215 Green Bay Road, North Chicago, IL 60064. This document outlines roles, responsibilities, and costs involved in contracting the Consultant to run SFLC.

2. Approvals and Authorizations

Consultant shall perform the Services and obtain all necessary approvals with its own personnel and under the management and control of its own organization. The Owner will supervise the Consultant's seasonal staff at training and during program session.

3. Commencement Date

The date of execution of the Contract by Owner

4. Completion Date

August 31, 2015, 2016, and 2017, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of this Contract.

5. Contract Changes

Notice of changes in this contract must be received by sending a written notice of to the Owner so that the Owner receives such notice not later than September 1st of the year preceding the summer program.

6. Insurance Coverages

All insurance policies shall be issued from insurance companies holding at least an "A5" or better rating as rated by A.M. Best Company. All policies shall include the District named as additional insured.

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) Bodily Injury:
  - a. \$ 500,000 - per person
  - b. \$1,000,000 - per occurrence
- (2) Property Damage:
  - a. \$ 500,000 - per occurrence
  - b. \$ 1,000,000 - aggregate

All employees shall be included as insured's.

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C. Comprehensive General Liability: If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. With coverage written on an "occurrence" basis with limits no less than:

- (1) General Aggregate: \$2,000,000
- (2) Bodily Injury:
  - a. \$ 2,000,000 - per person
  - b. \$ 2,000,000 - per occurrence
- (3) Property Damage:
  - a. \$ 2,000,000 - per occurrence
  - b. \$ 2,000,000 - aggregate
- (4) Other Coverages:
  - Premises/Operations
  - Independent Contractors
  - Personal Injury (with Employment Exclusion deleted)
  - Broad Form Property Damage Endorsement
  - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
  - Bodily Injury and Property Damage "X", "C", and "U" exclusions shall be deleted

All employees shall be included as insured's.

D. 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.

E. Deductible. Each policy shall have a deductible or self-insured retention of not more than \$500.

F. Owner as Additional Insured.

Owner shall be named as an Additional Insured on the following policies:

- Comprehensive Motor Vehicle Liability
- Comprehensive General Liability

The Additional Insured endorsement shall identify Owner as follows:

Lake County Forest Preserve District (Owner)

7. Contract Price

Lump Sum Contract for each calendar year of the program

All pay requests from Consultant shall be made using the pay request format supplied by Owner. For providing, performing and completing all Services, the not to exceed Contract Price of:

Thirty Thousand Nine Hundred Forty-nine Dollars                      23/100                      Cents  
(in writing)

\$30,949                                      Dollars and                      23                                      Cents

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(in figures)

Amounts include all travel, living and direct project expenses including printing, postage and handling. There shall be no additional costs.

For providing, performing and completing each phase of Services, the following Lump Sum amount, set forth opposite each phase:

- 1) \$10,213 upon recruitment of students and hiring of teaching staff – May 30, 2015, 2016, and 2017.
- 2) \$8,975 at halfway point of the Science First in Lake County term – July 4, 2015, 2016, and 2017.
- 3) \$6,808 after completion of Science First in Lake County Program – July 29, 2015, 2016, and 2017.
- 5) Not to exceed \$4953.23 after delivery of written curriculum and student evaluation on or before August 31, 2015, 2016, and 2017.

8. Payments

For purposes of payments to Owner, the value of the Services shall be determined as follows:

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 of such 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 amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts 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.

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.

## ATTACHMENT B

### SCOPE OF SERVICES

#### I. Consultant's Responsibility

Responsibilities of Consultant would include:

- A. Recruitment of 35, with goal of 30 students completing the program, Science First in Lake County participants from grades 6 – 8 from designated Lake County communities per the school districts listed below. Recruitment includes, without limitation: production of recruitment materials, PowerPoint presentation, bi-lingual (English/Spanish) application for interested students, flyers, and the following activities.
  1. Presentation at targeted grades 6 – 8 (entering grades 7 - 9) in middle schools of targeted school districts. Targeted school districts are eligible for the Owner's Gateways Grant Program in 2015, 2016, and 2017. Owner shall supply a list of eligible school districts to consultant by January 1 of the year of the program.
  2. Establishment of working relationship with principals, science teachers and counselors at schools via mailings, visits, etc.
    - a. Working with Owner, obtain permission from the principal of the Owner's Gateways Grant Program schools to be used as a bus pick-up and drop-off stop.
  3. Processing of applications and selection of students to ensure proper enrollment in the 4-week summer session, running from the third Monday in June through the second Friday in July (except July 4<sup>th</sup>) 2015, 2016, and 2017.
  4. All materials must include Owner and sponsor logo recognition.
  5. **Annual Cost: \$8,500**
- B. Seasonal Staff Hiring and Management
  1. Hiring of seasonal staff including: advertisement for open positions, interviews, and written contract.
  2. Consultant shall perform the Services with its own personnel and under the management and control of its own organization. The Owner will supervise the Consultant's seasonal staff at training and during program session.
  3. **Annual Cost: \$6,400**
- C. Payment of Lead Instructor, Assistant Instructor and Program Assistant
  1. One (1) Lead Instructor, hired by CBG, with approval by LCFPD, as a seasonal employee to prepare and teach lessons. The Lead Instructor will work with LCFPD Program Coordinator to write curricula around a LCFPD designated theme, prepare all teaching materials, lead the instruction of inquiry-based science curricula, submit completed revised curricula of all activities in acceptable format to the LCFPD Program Coordinator at the end of the program, and monitor student's behavior and safety. The Lead Instructor will be supervised by the LCFPD Program Coordinator. Lead Instructor will be paid minimum \$25 per hour for a maximum 15 hours curriculum development prior to program, 15 hours program preparation prior to the program, 4 hours Parent Orientation on Saturday prior to the program, 150 hours program delivery, and 15 hours to complete curriculum revisions. Total amount, including 11% benefits, shall not exceed \$5,522.25.
  2. One (1) Assistant Instructor will be hired by CBG as a seasonal employee to assist with activities throughout the program. The Assistant Instructor will take daily student attendance, troubleshoot busing issues, monitor student's behavior and safety, help prepare materials and activities, and actively participate as necessary. They will also lead team building activities, and move among and support students during daily activities. The Assistant Instructor will be supervised by the LCFPD Program Coordinator. Assistant

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Instructor will be paid \$13 per hour for a maximum of 15 hours program preparation prior to the program, 4 hours Parent Orientation on Saturday prior to the program, and 150 hours program delivery. Total amount, including 11% benefits, shall not exceed \$2,438.67.

3. One (1) Program Assistant will be hired by CBG as a seasonal employee, to assist with on-site program logistics. The Program Assistant will assist with food preparation and distribution, meal clean-up, distributing and collecting program materials, facilitating recess and mealtime activities, and monitoring student's behavior and safety. The Assistant Instructor will be supervised by the LCFPD Program Coordinator. The Program Assistant will be paid \$9 per hour for a maximum of 15 hours program preparation prior to the program, 4 hours Parent Orientation on Saturday prior to the program, and 150 hours program delivery. If applicable, salary shall reflect changes to minimum wage standards. Total amount, including 11% benefits, shall not exceed \$1,688.31.
4. Consultant will be responsible for all paperwork with Human Resources, etc.
5. **Annual Cost: \$9,649.23**

D. Evaluation of Program

All work will be finished by Consultant prior to the last payment from Owner.

1. Pre and post program evaluation of students focused on scientific aptitude and interest in science.
2. Student and parent written evaluations will be sent home during the last week and collected on the last day. Consultant is responsible for consolidating and entering the data.
3. Production of a final report summarizing the major achievements of the program during the session, supporting pictures, comments and anecdotes from participants in support of seeking sponsors for the program. To be completed by August 31, 2015, 2016, and 2017.
4. **Annual Cost: \$6,400**

- F. Meet with Owner's Program Coordinator and representative(s) to initiate project, discuss intent and attend any other meetings as necessary to gather and/or present information.

II. Owner's Responsibility

Throughout the progress of the work, as described in this Contract, Owner shall:

- A. Notify Consultant in writing to proceed with the work described herein and designate in writing a person to act as Owner's representative with respect to the Services to be rendered under this Contract.
- B. Provide one Program Coordinator to work in conjunction with Consultant's Lead Instructor. Duties to include consultation of curriculum development and teaching during 4-week session.
- C. Arrange for access to and make provisions for Consultant to enter upon the site as required to perform the work.
- D. Arrange transportation for participants from Owner's Gateways Grant Program schools to the Greenbelt Cultural Center, and for field trip transportation.
- E. Initial ordering of equipment and materials, snacks and lunches covered under Owner's budget.
- F. Student journal analysis: Ensure instructors incorporate reflective questions in journals throughout the program. Review student journals. Identify and consolidate appropriate quotations in a text document.
- G. Meet with Consultant on a timely basis to advise and review work progress.
- H. Review and approval of the materials used for Science First in Lake County.

**ATTACHMENT C**

**KEY PERSONNEL**

1. Key Project Personnel – OWNER

<b>NAMES</b>	<b>TELEPHONE NUMBERS</b>
Nan Buckardt	847-968-3330
Melissa Alderson	847-968-3326

2. Key Project Personnel – CONSULTANT

<b>NAMES</b>	<b>TELEPHONE NUMBERS</b>
Patsy Benveniste	847-835-6945
Jennifer Schwarz-Ballard	847-835-6832
Katherine Johnson	847-835-8343