

**DATE:** October 5, 2020

**MEMO TO:** John Wasik, Chair  
Planning Committee

**FROM:** Randall L. Seebach  
Director of Planning and Land Preservation

**RECOMMENDATION:** Recommend approval of a Resolution awarding a Contract for Architectural Services for the Environmental Education Facility at Edward L. Ryerson Conservation Area to Lake Flato Architects, San Antonio, Texas, in the Contract Price of \$180,000.00.

**STRATEGIC DIRECTIONS SUPPORTED:** Public Access and Connections; Leadership; Organizational Sustainability; Communication, Education and Outreach

**FINANCIAL DATA:** These services were approved as part of the adopted FY2020 Budget and FY2020 Capital Improvement Plan in the amount of \$200,000.00. The actual cost of \$180,000.00 will be charged to account 20104100-803200-61410.

**BACKGROUND:** Private funding in the amount of \$200,000 has been secured through the Preservation Foundation to cover the Phase I planning cost for a new environmental education facility at the Edward L. Ryerson Conservation Area. This facility will replace the education programming space, which is currently in two existing log cabins which have reached the end of their useable life and do not comply with current accessibility codes. The proposed new facility would be built as a net-zero energy building and the District will seek funding assistance from the Net Zero Energy Building Program offered by the Illinois Clean Energy Community Foundation (ICECF).

To pursue these objectives, the District must retain a qualified architectural firm to provide site selection, space programming, conceptual design, mechanical systems studies and grant submittal services for the project. To select and retain a qualified firm, staff prepared a Request for Statements of Interest (SOI) as required by the Local Government Professional Services Selection Act. The SOI included a project description with objectives, specific submittal requirements and a detailed evaluation system. The Purchasing Manager released the SOI through direct emails (including to all firms who have a current statement of qualifications and performance data on file with the District), newspaper advertisements and by posting on the District's website. Forty five (45) firms downloaded the SOI and twenty four (24) firms submitted formal statements of interest.

An evaluation team consisting of seven staff members from five different departments reviewed the statements of interest and independently assigned ratings based on a points-based matrix system. Based on this evaluation, the top six (6) highest-rated firms were invited for interviews with the evaluation team. All six firms were interviewed via ZOOM on August 18<sup>th</sup> and 19<sup>th</sup> and those interviews were once again evaluated using a points-based matrix system. Based on the evaluation of those firms interviewed, the three highest rated firms, Lake Flato (San Antonio, TX), Wight (Darien, IL), and Bohlin Cywinski Jackson (Wilkes-Barre, PA) were selected for a second and final interview.

Following the second interview, the evaluation team once again ranked each firm and Lake Flato Architects was selected as the highest ranked firm.

Staff entered into contract negotiations with Lake Flato to determine a specific scope of services, schedules, design program, deliverable results and a contract price. The contract that would be approved by the attached Resolution includes the following services: program development, space planning, preliminary concept plans, cost estimating and ICECF submittal coordination.

**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 OCTOBER MEETING  
OCTOBER 13, 2020**

**MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** presents herewith “A Resolution Awarding a Contract for Architectural Services for the Environmental Education Facility at Edward L. Ryerson Conservation Area t,” and requests its approval.

**PLANNING COMMITTEE:**

Date: \_\_\_\_\_  Roll Call Vote: Ayes:\_\_\_\_ Nays:\_\_\_\_  
 Voice Vote Majority Ayes; Nays:\_\_\_\_

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

**A RESOLUTION AWARDING A CONTRACT FOR ARCHITECTURAL SERVICES FOR  
THE ENVIRONMENTAL EDUCATION FACILITY AT EDWARD L. RYERSON  
CONSERVATION AREA**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) desires to retain a firm to perform architectural services for the Environmental Education Facility at Edward L. Ryerson Conservation Area (the “Services”); and

**WHEREAS**, the Director of Planning 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 architectural 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 staff, the Purchasing Manager, the Director of Planning, and the Planning Committee recommend that the Board of Commissioners (i) find that Lake Flato Architects is the highest qualified Firm to provide the Services, (ii) find that the proposal for the Services submitted by Lake Flato Architects is the proposal that is most advantageous to the District, and (iii) award a contract for the Services to Lake Flato Architects in substantially the form attached hereto (the “Contract”) in an amount not to exceed \$180,000.00 (the “Contract Price”); and

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

**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 amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to Lake Flato 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. \_\_\_\_\_



CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT  
AND  
LAKE FLATO ARCHITECTS  
FOR  
ARCHITECTURAL SERVICES  
FOR THE  
ENVIRONMENTAL EDUCATION FACILITY

EDWARD L. RYERSON CONSERVATION AREA  
61410-20026-969



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**CONTRACT BETWEEN  
LAKE COUNTY FOREST PRESERVE DISTRICT  
AND  
LAKE FLATO ARCHITECTS  
FOR  
ARCHITECTURAL SERVICES FOR THE  
ENVIRONMENTAL EDUCATIONAL FACILITY  
EDWARD L. RYERSON CONSERVATION AREA**

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 Lake Flato Architects, a(n) Texas Corporation, 311 Third Street, San Antonio, Texas 78205, ("Consultant") make this Contract as of October 13, 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 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 Performance. 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 Performance").

**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 same 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 reference in this Contract to "Consultant" shall be deemed also to refer to all sub-consultants 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, free from defects and flaws in design, and in accordance with the Standard of Performance (the "Representation of Compliance").

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 errors, omissions, or negligent acts and for any losses or costs to repair or remedy any work undertaken by Owner based on 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 - 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, indemnify, save harmless, and reimburse Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Consultant's negligent acts, errors, or omissions, except only to the extent caused by the negligence of Owner.

## **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 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.
- 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: Becky Mathis, Landscape Architect

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

NAME: Lake Flato Architects  
ADDRESS: 311 Third Street  
CITY STATE: San Antonio, Texas 78205  
Attention: Matt Wallace, Associate Partner

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**

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. Consultant shall also comply with applicable conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

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 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 any unauthorized re-use of the Consultant's and Consultant's sub-consultants' materials.

## **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

LAKE FLATO ARCHITECTS

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

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

Bob Harris

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

Title: Principal

**ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. Project:  
Provide architectural services for Net-Zero Environmental Education Center at Edward L. Ryerson Conservation Area, which 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:  
November 1, 2020

4. Completion Date:  
July 10, 2021

Anticipated Schedule for Performance of Services

January to April 2021	Schematic Design / Grant Facilitation
April 2021	Submit Request for Ideas (RFI) to ICECF Contact PHIUS if pursuing certification
July 2021	Submit Pre-proposal to ICECF

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 limitSuch 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 - aggregateAll 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) General Aggregate: \$2,000,000.00
- (2) Bodily Injury: \$2,000,000.00 per person  
\$2,000,000.00 per occurrence
- (3) Property Damage: \$2,000,000.00 per person  
\$2,000,000.00 aggregate

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

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 all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

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

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

One hundred eighty thousand Dollars and zero Cents  
 (in writing)

\$180,000 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 SERVICES FOR THE  
ENVIRONMENTAL EDUCATION FACILITY  
EDWARD L. RYERSON CONSERVATION AREA  
PROJECT NO: 61410-20026-969

**ATTACHMENT B - CONSULTANT'S SCOPE OF WORK**

September 14, 2020

Lisa Roberts  
Buyer II  
Lake County Forest Preserves  
1899 West Winchester Road  
Libertyville, IL 60048

**Re: Ryerson Conservation Area Environmental Education Center**

Dear Lisa,

On behalf of the Lake|Flato team we want to thank you for the opportunity to work with your group to start the design and planning process for the Ryerson Conservation Area Environmental Education Center. We are excited to conduct this inclusive process with you to fulfill its specific needs and support Lake County Forest Preserves' inspiring vision for the facility.

**Process:**

As part of the planning process we will conduct workshops that will establish goals and aspirations relative to your program, sustainability, and stakeholder engagement. The process integrates user groups, design professionals, stakeholders, and thought leaders and overlays science and research to ensure goals are realistically scoped to guide the design. Aspirational visioning discussions offer opportunities to engage partners in the Lake County community. Often, these workshops impact the program by identifying new aspirations, priorities, spaces, relationships and systems. Consequently, following these workshops, we will revisit and update the program with you and your team as needed before developing a Concept and associated deliverables noted below.

**Deliverables (Based on Attachment "A" – Program Assumptions):**

1. Schematic Design

Objective: Confirm the project goals, objectives, aesthetic preferences and best practices that will serve as the basis of design for the type, location, organization, scale, character, and potential cost of improvements.

- a. Identify the project team and project managers (owner and project team).
- b. Review and establish project timeline.
- c. Identify data / documentation to be provided by the Owner for the Project Team to review.

- d. Meeting #1 (in-person): Two-day visioning/project kick-off workshop with the District to confirm project goals and objectives (Lake|Flato in attendance for both days, MEP Engineer and Interpretive Designer in attendance on second day).
  - a. Day One: Visioning, programming, site and existing facility evaluation (including utilities, soils, wetlands, floodways, stormwater, topography, views, site access, location, compatibility, etc.)
  - b. Day Two: Understand facility functions, staffing, and equipment to meet space and performance requirements , and interpretive elements (half-day workshop lead by Interpretive Designer)
- e. Identify permitting and code compliance issues.
- f. Initiate space-planning, capacity and functionality studies to optimize the potential use of space and compliance with current accessibility and building code standards.
- g. Prepare preliminary budget ranges per industry-standards for similar buildings based on initial space-planning assumptions.
- h. Research and evaluate best practices and cost / benefits for mechanical and energy conservation systems and prepare written summary of recommendations.
- i. Meeting #2 (virtual): Integrated Design Workshop with the District (Lake|Flato & all subconsultants in attendance). \*
  - a. Refer to **Attachment “B”** for proposed IDW agenda, discussion topics, and deliverables.
  - b. Refer to **Attachment “C”** for an example IDW deliverable tracking document of another Lake|Flato project also in the schematic design phase.
- j. Review site documentation provided by the Lake County Forest Preserve staff for potential facility location and design parameters.
  - a. Owner to prepare site and topographic survey (Illinois State Plane Coordinates NAD83).
  - b. Coordinate with LCFPD staff to develop schematic site plan including parking, pedestrian areas, grading, sustainable design features, landscape, utilities, etc.
  - c. Develop architectural floor plan concepts that satisfy the established goals for size, capacity, code compliance, and functionality.
  - d. Explore and delineate essential design elements such as roofs, columns, entryways, walls, operable walls, support structures, ceilings, mechanical systems and materials in plan, elevation, perspective views and digital massing models.
  - e. Prepare a preliminary construction cost opinion for the preferred concept on prototypical construction system costs.
  - f. Meetings #3 & #4 (virtual): Review Concepts with staff (Lake|Flato in attendance). \*
  - g. Refine the concepts and cost opinion into one Preferred Concept, giving increased attention to scale and character.
  - h. Update presentation materials and exhibits, including 3-5 perspective renderings.
  - i. Prepare energy modeling analysis.
  - j. Prepare outline specifications.

- k. Meetings #5 & #6 (virtual): Review the Preferred Concept with staff (Lake|Flato in attendance). \*
- l. Meeting #7 (virtual or in-person): Presentation for the Preservation Foundation Board and Planning Committee (Lake|Flato and the District in attendance). \*

**Deliverables:**

- Meeting minutes with confirmations and recommendations of the program, permitting, code compliance and best practices.
- Preparation of initial space planning diagrams and associated budget ranges.
- Minimum of 3 (three) Preliminary Concepts to be honed into 1 (one) Preferred Concept, Presentation Materials, Outline Specifications, and Construction Cost Estimate.

## **2. Grant Facilitation Support**

Objective: Fulfill requirements set forth by the Illinois Clean Energy Community Foundation (ICECF) and apply for the Net Zero Energy Building Program grant and / or other potential grant opportunities.

- a. The District will complete the RFI Form with Architectural Team input no later than 9 weeks prior to Pre-Proposal Deadline of July 21, 2021. RFI form shall be submitted April 2021 (dates assumed based on 2020 schedule).
- b. Register with PHIUS+ and / or Living Building Challenge for Net-Zero Certification (at least 2 months in advance of the pre-proposal deadline).
- c. Prepare the necessary deliverables required for the Pre-Proposal Submission including Schematic Design documentation. Provide to District prior to the Pre-Proposal Deadlines.
  - i. Owner Project Requirements Document (includes net-zero energy performance requirement)
  - ii. Detailed Project Budget with Net Zero items broken out.
  - iii. IDNR ECO Cat information request form if installing wind turbines and / or ground-mounted solar systems.
  - iv. Site Plan
  - v. Floor Plans
  - vi. Sections
  - vii. Elevations
  - viii. PHIUS+ Feasibility Study (if seeking PHIUS+ certification)
- d. The District will provide the following documentation:
  - i. 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.
  - ii. Current year summary budget.

- iii. Internal Revenue service documentation confirming your employer identification number (EIN), usually a 147c letter.
- iv. IRS tax determination letter (for 501c3s only).
- v. Form AG 990 IL, the IL Charitable Organization Annual Report (for 501c3s only).

Deliverable: RFI form and Pre-Proposal Submittal

\*It's understood that the District is currently following the State of Illinois and CDC guidelines for limiting in-person meetings. It is anticipated that throughout the process most meetings will be conducted virtually to the greatest extent possible. If an in-person meeting is determined necessary, participants may be limited to adhere to guidelines.

**Anticipated Schedule:**

Schematic design services will include all necessary information to submit to the Illinois Clean Energy Community Foundation (ICECF) net-zero building program grant pre-proposal process.

August 27 to September 10, 2020	Contract Negotiation
October 13, 2020	Anticipated Board Approval of Architectural Contract
November 1, 2020	Contract Execution / Notice to Proceed
January to April 2021	Schematic Design / Grant Facilitation
April 2021	Submit Request for Ideas (RFI) to ICECF Contact PHIUS if pursuing certification
July 2021	Submit Pre-proposal to ICECF

**Compensation:**

We propose Schematic design services, inclusive of reimbursable expenses, for Basic Services (Architectural, Structural, MEP, Civil, Interpretive Design, and Cost Estimating Services) and Grant Facilitation Support to be done on a lump sum basis of **\$180,000.00**.

Additional Fundraising Materials, if applicable, can be completed for the following amounts:

1. Additional three-dimensional renderings	\$3,500.00 each
2. Three-Dimensional Video Fly-through	\$5,500.00
3. Virtual Reality (VR) Walkthrough	\$9,750.00

Reimbursable expenses such as travel, lodging, printing, document delivery, and other similar expenses are included within the lump sum fee.

Additional services will be provided at an hourly rate in accordance to the following rate table:

Partner	\$290 per hour
Associate Partner	\$220 per hour
Associate	\$190 per hour
Project Architect	\$180 per hour
Project Director	\$160 per hour
Project Designer	\$140 per hour
Designer	\$115 per hour
Intern	\$65 per hour

Thank you for the opportunity to present this proposal for concept design services. It would be an honor and pleasure to work with your team to help envision the Ryerson Conservation Area Environmental Education Center as a world-class destination that compliments your vision by connecting users to nature.

Sincerely,



Matt Wallace, AIA, LEED AP BD+C  
Associate Partner



Bob Harris, FAIA, LEED Fellow  
Partner

Read and Agreed to:

-----  
Lisa Roberts

-----  
Date

## Attachment "A" - Ryerson Programming

Revised 09.09.2020

Space Name	Description	Number of People	SF/Person	SF	Number	Total		
Gathering / Lunch Space	Outdoor with some rain / shade protection; used for initial gathering space and also lunch space; may include outdoor classroom	90 standing / 50 seated	6 standing / 10 seated	500	1	500	Both spaces can overflow onto adjacent lawn area	
Reception/Open Vestibule	Enclosed entry with air lock. Some interpretive exhibits included about building. Possibly a Smart TV that explains the net-zero operation of the building.			240	1	240		
Classrooms	Will be used simultaneously; often groups may move from one classroom to the next. Need direct access to outdoors and storage room.	25	30	750	4	3000	Working lab with ample space for display/workstations	
Virtual Program Broadcasting Space		5		120	1	120		
Storage				850	1	850	We need to complete space studies of existing storage	
Custodial Closet	Cleaning Supplies Room with Sink			100	1	100	Floor sink and large utility sink, plus some storage and general open space.	
Restroom Facilities				400	2	800		
	Family Restrooms/Nursing Areas	1	50	50	1	50		
Mechanical/ Electrical Rooms				150	2	300		
						SUB -TOTAL	5960	SF
						Circulation	1192	SF
						Modifier 20%		
						<b>TOTAL</b>	<b>7152</b>	<b>SF</b>

**Attachment "B" – Meeting #2 Integrated Design Workshop Proposed Agenda**

09.14.20

**Lake County Environmental Education Center Stakeholder Workshop Preparation**

Lake|Flato would like to have a 1-hour call with the client group 1-2 weeks before the workshop for discovery process. This will be an opportunity for the integrated team to confirm the participants list for the workshop, and to understand what data and information may be available for analysis (e.g. energy and water utility bills for the existing buildings, stormwater information, occupancy and visitor data).

**Lake County Environmental Education Center Stakeholder Workshop Agenda**

**Date:** TBD  
**Time:** TBD  
**Location:** Zoom meeting  
**Attendees:** **Lake County Forest Preserve District** (Client) - TBD  
**Lake|Flato** (Architect) - Matt Wallace, Bob Harris, Heather Gayle Holdridge, John Taylor Schaffhauser  
**AEI** (MEP Engineer) – Scott Foster, Paul Erickson, Steve Dowd  
**V3** (Civil Engineer) – David Marks  
**DeSimone** (Structural Engineer) – John Viise, Eric Fenske  
**Biohabitats** (Water Strategy) – Pete Munoz  
**EDX** (Exhibit Designer) – Michael Fiegenschuh  
**Fennessy Consulting Group** (Cost Estimating) – Seamus Fennessy

**Agenda:** Session #1 (3-hour duration)

1:00 - 1:10	Workshop introduction	L F
1:10 - 1:20	Project Introduction	LCFPD
1:20 - 1:50	Discussion 1: Success criteria	L F + EDX
1:50 - 2:40	Discussion 2: Site + facilities	L F + V3
2:40- 2:50	Break	
2:50 - 3:40	Discussion 3: Net-zero energy	L F + AEI
3:40 - 4:00	Next steps / closing	L F

Session #2 (1-hour duration)

1:00- 1:30	Session #1 summary + proposed goals	L F
1:30- 1:45	Goals discussion	All
1:45- 2:00	Next steps / closing	L F



The intent for the Lake County Environmental Education Center integrated design workshop is to ensure that the entire team is working towards a common vision by building a broad consensus on project goals and criteria for success. Early in the design phase, all team members will meet with identified stakeholders to share ideas, benefit from each other's experiences, and collectively establish project goals, strategies for realizing them, and a framework for achieving a high-performing project. This mixing of expertise, free sharing of ideas, and a focused yet flexible agenda allows for outside-the-box thinking and often results in unconventional solutions that would not have been achieved through a more linear process.

The Lake County Environmental Education Center integrated design workshop will explore three major discussion areas to help develop the concept:

- Vision, program, and success criteria
- Site and structures
- Net-zero energy operations

The substance of the workshop will be the three focused discussions outlined above. For each discussion, we will do the following:

- Present relevant information
- Brainstorm ideas and possibilities
- Ask specific questions
- Decide which options to proceed with or explore further

**Discussion topics:**

**Discussion 1:** Vision, program, and success criteria

**Topics:** Aligning owner goals with strategic and interpretive plans, maximizing community input and support, establishing educational, recreational, and programming opportunities, enhancing stewardship

**Discussion 2:** Site and facilities

**Topics:** Site ecology and water cycle (including stormwater management, water conservation, and collection and reuse opportunities), observations on current site amenities (trails, existing buildings), discussion of site circulation/connectivity, maximize community connectivity, reflections on current facilities

**Discussion 3:** Net-zero energy operations

**Topics:** Climate/passive comfort, user engagement and education, systems, commissioning, post-occupancy evaluation

**Lake County Environmental Education Center Stakeholder Workshop Deliverable**

Lake|Flato will deliver a summary report and tracking sheet with the performance goals for this project. This report will serve as a “living document” with assignments for responsible parties and action items at each design, construction, and post-construction phase. This report will hold all integrated team members accountable to implementing the goals and clearly communicate the team’s progress toward each goal.

**Attachment "C" - Integrated Design Workshop Report & Tracking Document**  
09.14.20

A close-up photograph of a dragonfly nymph resting on a green leaf. The nymph has a blue body and large, transparent wings. The background is a soft-focus natural setting with green leaves and brown branches. A semi-transparent grey rectangular box is overlaid in the center of the image, containing white text.

# I-20 WILDLIFE PRESERVE

## JENNA WELCH NATURE STUDY CENTER

INTEGRATED DESIGN WORKSHOP REPORT AND TRACKING DOCUMENT

# TABLE OF CONTENTS

## 03 Workshop Day and Preparation

- Schedule
- Agenda
- Topics

## 07 Workshop Goals

## 11 Land / Site / Water: Goal Tracking

- Goal 01: Educate how the Preserve fits in larger landscape/ecologies/environmental systems.
- Goal 02: Create opportunities to advance education related around water resource.
- Goal 03: Provide a platform for business to showcase and enable water conservation.
- Goal 04: Link the building to the playa.
- Goal 05: Communicate the nexus of various ecosystems.
- Goal 06: Create/increase ecotones for habitat variety.
- Goal 07: Collect, harvest, and reuse water to its full potential.
- Goal 08: Disturb as little as possible in construction technique.
- Goal 09: Make the building enhance habitat but not create negative habitat (such as bird strikes and nests). Minimize conflicts with wildlife.
- Goal 10: Allow for wildlife (including spiders) to call this place home and tell the story of the circle of life.
- Goal 11: Create an acoustically comfortable environment.

## 23 Energy / Air Quality / Light: Goal Tracking

- Goal 01: Create a living building using the Living Building Challenge.
- Goal 02: Make building systems for energy, air, and light visible to create teachable, educational moments for visitors of all ages.
- Goal 03: Move elements of the exhibit, interpretive, and classroom program areas outside into space that are shaded, protected from the wind, and provided with air movement for thermal comfort.
- Goal 04: Partner with at least one local energy company in developing the building systems.
- Goal 05: Provide 85% daylight autonomy to achieve 0 W/SF in each occupied space at noon.
- Goal 06: Design interior and exterior lighting to Dark Sky Standard.

## 30 Materials / Construction: Goal Tracking

- Goal 01: Create a green list for the project favoring materials that are historical, local/regional, repurposed, durable and protect the water cycle and habitat.
- Goal 02: Create a red list that bans environmentally negative materials from the project.
- Goal 03: Monitor habitat and water quality before, during, and after construction.
- Goal 04: Use the building as a teaching tool regarding water quality and conservation.
- Goal 05: Partner with local industry.
- Goal 06: Architecture will maximize revenue from space.

## 37 Group Presentation General Notes

# SCHEDULE

## WEDNESDAY, MAY 04, 2016

01:00 PM - 01:15 PM	Overview and introductions	Elaine and Matt
01:15 PM - 2:30 PM	Land Use / Site Ecology / Water Cycle Presentation + Discussion	John + Steven + Bungane
02:30 PM - 03:45 PM	Energy / Air Quality / Light Presentation + Discussion	Bungane
03:45 PM - 5:00 PM	Materials / Construction Presentation + Discussion	Chuck + Matt

## THURSDAY, MAY 05, 2016

08:00 AM - 9:00 AM	Site Visit	All
09:00 AM - 9:30 AM	Introductions + Lightning Round	Heather
09:30 AM - 11:45 AM	Strategies + Process + Measurable Success Factors	All
11:45 AM - 12:00 PM	Closing Comments + Next Steps	Heather

# ATTENDEES

## Participants

Elaine Magruder  
Heidi Hughes  
Sarah Lauritzen  
Sarah Heath  
Greg Pavur  
Joe Whitehead  
Analiese Scoggin  
Matt Overstreet  
Jose Ortiz  
Rene Franks  
Rose Morie Stortz  
MK Englestad  
Carol W. Bailey  
Shirley Stafford  
Sharon Yacob  
Bart Hotchkiss  
Bill Rutter  
Emmy Ulmschneider  
Jamie Owen  
Tomas Hernandez  
DJ Rambo  
Linda Hannifan  
Emily Goodfellow  
Rooney Mestas  
Franny Zollinger  
Abby Christensen  
Ashley Van Stavern  
Vicky Saxe  
Jane Wolf  
Don Bundock  
Chip Hight  
Kelly Cook  
Martin Bucy  
Alison Peeler  
Susan Nichols  
Kent Bowden  
Johnny Cappadonna  
Paul Magnum  
Mario Ramirez  
Anne Hover

## Design Team

Bungane Mehlomakulu  
John Landgraf  
Steven Spears  
Chuck Naeve  
Bob Harris  
Heather Holdridge  
Matt Wallace

**Jenna Welch Nature Center**, Owner  
**Jenna Welch Nature Center**, Executive Director  
**Jenna Welch Nature Center**, Board President  
**Jenna Welch Nature Center**, Volunteer

**Integral Group**, Mechanical, Electrical, Plumbing Engineer  
**Landgraf Crutcher & Associates**, Civil Engineer  
**DesignWorkshop**, Landscape Architect  
**Architectural Engineers Collaborative**, Structural Engineer  
**Lake|Flato**, Architect

# TOPICS

WEDNESDAY, MAY 04, 2016

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## OVERVIEW AND INTRODUCTIONS - JENNA WELCH NATURE CENTER + LAKE|FLATO ARCHITECTS

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- Introduction to the I-20 Wildlife Preserve & Jenna Welch Nature Study Center & Playa Wetland Research Institute project
  - Mission statement: To ensure conservation, restoration, education, research and outdoor enjoyment of Midland's urban playa for present and future generations.
  - Introduction of site
  - Overview of project phases; Phase III A & B to be discussed during the workshop
  - Why use the integrated design workshop approach; involvement, predictability, cost efficiency
  - Overview of the integrated design workshop schedule
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## LAND USE / SITE ECOLOGY / WATER CYCLE PRESENTATION + DISCUSSION - LANDGRAF CRUTCHER & ASSOCIATES + DESIGNWORKSHOP + INTEGRAL GROUP

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- Aerial exhibit map
  - Wildlife map
  - Midland utilities map
  - Regional/Midland context map: Permian Basin + Midland Basin, Ogallala Aquifer, cline shale, wolfcamp shale
  - Site context map: Surrounding places of interest. Surrounding industrial businesses.
  - Existing land use map: Proximity to I-20, I-20 Business Loop, train, industry areas. Nature Center site location.
  - Regional/site ecology map: Playa Lakes region. Ogallala Aquifer. Central migratory flyways. Texas eco-regions.
  - Threatened/endangered vertebrates: 15 reptiles ie. Texas horned lizard, 224 birds ie. prairie falcon, 6 amphibians ie. barred tiger salamander, 2 mammals.
  - Threatened/endangered invertebrates: 26 odonates ie. rabur's forktail, 43 butterflies ie. two-tailed swallowtail.
  - Invasive plants: 6 annuals, 9 trees, 12 perennials.
  - Water map: Loams, gravel, caliche, clay, 100 year floodplain, site boundary, site contours
  - Threatened ecosystem: less than 1% of the 20,000-30,000 playa lakes in the US are on public land.
  - Healthy ecosystem: Playa lakes filter as much as 95% of the water collected in the southern Ogallala Aquifer watershed
  - Land use strategies and precedents: Materials reuse, conservation, wind buffers, wildlife crossing, site specific design, visual/sound buffers
  - Ecology strategies and precedents; balancing use, interpretive signage, partnership and longitudinal research, education, habitat protection
  - Water strategies and precedents; rainwater harvesting and reuse, condensate capture and reuse, storm water management, sedimentation protection, water quality management
  - Program elements inspiration; outdoor classroom, picnic area, multi-functional elements, unique seating, outdoor theater, nature play, geocaching, passive activity areas, ADA accessible activities, interactive exhibits, boardwalk network, donor recognition and naming rights, overlooks, comprehensive signage, public art installations
  - Living Building Challenge requirements for net positive water
  - Fixture water usage graph.
  - Monthly rainfall graph. Dry spells graph.
  - Average dry period vs. average rain event in Midland and Austin graphs.
  - Water usage and availability - Average/dry year with high efficiency fixtures and no restaurant graphs.
  - Collection potential and scenarios
  - Net zero scenario
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Presentation outline developed on pre-workshop web conferences 04.20.2016 - 04.21.2016



# TOPICS

WEDNESDAY, MAY 04, 2016

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## ENERGY / AIR QUALITY / LIGHT PRESENTATION + DISCUSSION - INTEGRAL GROUP

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- Climate context; wind rose diagram, annual seasonal temp and swings
- Comfort analysis; indoor and outdoor, adaptive thermal comfort zone, factors which affect comfort
- Passive strategies; natural ventilation, thermal mass, solar gain control, natural light, electro-chromatic glazing
- Active strategies; high volume low speed fans, humidity control
- Living Building Challenge; Net positive energy
- Net zero energy paradigm
- PV generation and efficiency
- On-site power potential

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## MATERIALS / CONSTRUCTION PRESENTATION + DISCUSSION - LAKE|FLATO ARCHITECTS + AEC

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- Criteria for material selection; materials must have a beneficial relationship to nature and our health and well-being, and must promote the mission and values of the I-20 Wildlife Preserve
- Objectives for material selection; Resource conservation, resource protection and regeneration, building operations and maintenance, education and experience
- Materials Red List; Off gassing/runoff of chemicals and VOCs. Non reusable materials ie. oilfield pipe and railroad ties. Hazardous materials for bird safety. Irresponsible materials that don't disclose material ingredients or support their community.
- Materials Green List; Healthy materials that provide clean air and improved light quality and acoustics. Local materials manufactured or harvested near the project site ie. mesquite trees, limestone, sandstone, and rammed earth. Renewable, recyclable, recycled, low embodied energy, durability, and resilience. Salvaged materials that can be reused in their current form or with minimal alteration ie. Siberian elm, asphalt, materials from Midland County Courthouse and Chamber of Commerce building. Responsible materials that carry a third-party certification which verifies environmental stewardship.
- Living Building Challenge description, petals, and red list.
- Post-construction critique of performance
- What to take forward in future material selection
- Construction with spread footings and helical piers
- Brick and tile as structural materials; Reusable, of natural content, high thermal mass, durable, local, high embodied energy
- Stone as a structural material; Reusable, natural, high thermal mass, durable, local, low embodied energy
- Timber as a structural material; Reusable, natural, high strength to weight, local, low embodied energy, low waste, combustible, subject to moisture and insect damage
- Steel as a structural material; Recycled, recyclable, high strength to weight, local, low waste, high embodied energy, deterioration through corrosion, fire protection necessary
- Concrete as a structural material; High thermal mass, of recycled materials, inherent fire protection, locally sourced, low waste, high embodied energy, poor insulator

Presentation outline developed on pre-workshop web conferences 04.20.2016 - 04.21.2016



# WORKSHOP GOALS

# GOALS

## LAND + SITE + WATER

**GOAL 01: Educate how the Preserve fits in larger landscape/ecologies/environmental systems.**

Measure: Number of interpretive experiences that reveal how a drop of water in Midland could impact Nebraska

**GOAL 02: Create opportunities to advance education related around water resource.**

Measure: Number of educational opportunities ranging from hands on, demonstration and interpretation

**GOAL 03: Provide a platform for business to showcase and enable water conservation.**

Measure: Promotion of number of businesses through media as well as products/systems

**GOAL 04: Link the building to the playa.**

Measure: Utilize visual link, stormwater infiltration link, water quality, transect of landscapes from upland to the playa

**GOAL 05: Communicate the nexus of various ecosystems.**

Measure: The building form and program should communicate the transect of the various ecosystems and ecotone

**GOAL 06: Create/increase ecotones for habitat variety.**

Measure: Linear feet of existing to proposed ecotone edges, especially at scale from main driveway through to playa

**GOAL 07: Collect, harvest, and reuse water to its full potential.**

Measure: Gallons of annual Potable water consumption, annual rainwater collection and reuse vs. conventional methods

**GOAL 08: Disturb as little as possible in construction technique.**

Measure: Map the existing disturbance SF and place improvements primarily in this area

**GOAL 09: Make the building enhance habitat but not create negative habitat (such as bird strikes and nests). Minimize conflicts with wildlife.**

Measure: Select a national standard or design guideline to follow

**GOAL 10: Allow for wildlife (including spiders) to call this place home and tell the story of the circle of life.**

Measure: Analyze all animal species that use playa and communicate their story and purpose within the playa through interpretation and habitat creation

**GOAL 11: Create an acoustically comfortable environment.**

Measure: Decrease highway noise on exterior program of project



Goal 6 Example  
Steven Spears, DesignWorkshop

# GOALS

## ENERGY + LIGHT + AIR

**GOAL 01: Create a living building using the Living Building Challenge.**

Measure: LBC Certification level. Building EUI, Percentage of annual energy provided from on-site renewable energy

**GOAL 02: Make building systems for energy, air, and light visible to create teachable, educational moments for visitors of all ages.**

Measure: Number of educational, teachable moments provided for the energy, air and light systems. Provide a building guide to visitors.

**GOAL 03: Move elements of the exhibit, interpretive, and classroom program areas outside into space that are shaded, protected from the wind, and provided with air movement for thermal comfort.**

Measure: Percentage of program located in conditioned space

**GOAL 04: Partner with at least one local energy company in developing the building systems.**

Measure: Number of energy company partnerships that demonstrate relationship with oil industry

**GOAL 05: Provide 85% daylight autonomy to achieve 0 W/SF in each occupied space at noon.**

Measure: Level of daylight autonomy in each occupied space

**GOAL 06: Design interior and exterior lighting to Dark Sky Standard.**

Measure: Compliance with Dark Sky Standard for Parks and Protected area - fixture selection and color of light are important

# GOALS

## MATERIALS + CONSTRUCTION

**GOAL 01: Create a green list for the project favoring materials that are historical, local/regional, repurposed, durable and protect the water cycle and habitat.**

Measure: Co-develop national standard for green list materials with Playa Lakes Joint Venture

**GOAL 02: Create a red list that bans environmentally negative materials from the project.**

Measure: Co-develop national standard for red list materials with Playa Lakes Joint Venture

**GOAL 03: Monitor habitat and water quality before, during, and after construction.**

Measure: Work with Playa Research Institute to determine what measurements should be taken to assess the project's goal to heal and enhance the site

**GOAL 04: Use the building as a teaching tool regarding water quality and conservation.**

Measure: At least one major element for each discipline: Architectural, landscape/civil, and MEP

**GOAL 05: Partner with local industry.**

Measure: Create outreach for construction/development strategies with at least one adjacent industry along the playa

**GOAL 06: Architecture will maximize revenue from space.**

Measure: Identify multiple uses for each space

A photograph of a wetland area. In the foreground, there are dense green reeds and grasses. A body of water reflects the sky and the surrounding vegetation. In the background, there is a construction site with a yellow excavator and several utility poles under a clear blue sky.

LAND  
SITE  
WATER

**GOAL 01: Educate how the Preserve fits in larger landscape/ecologies/environmental systems.**

Measure: Number of interpretive experiences that reveal how a drop of water in Midland could impact Nebraska.

- Strategies: The playa and its nature center should exhibit an appreciation of all things on I-20. They should communicate the role within the larger High Desert Playas and Ogalla. In addition, they should effectively communicate strategies on how those with playas can and should better protect their playas.

	WORK PLAN	PROGRESS
Concept	Map out how a drop of water effects so many different communities. Collaborate with exhibit designer to discuss how this should be incorporated into signage.	
Schematic Design		
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 02: Create opportunities to advance education related around water resource.**

Measure: Number of educational opportunities ranging from hands on, demonstration and interpretation

- Strategies: Utilizing various techniques to ensure a “take away” for visitors of the center and pavilion

	WORK PLAN	PROGRESS
Concept	Establish the correct amount of types of educational platforms based on hand on, demonstration and interpretation.	
Schematic Design	Explore various techniques for using stormwater as a hands on demonstration effort to educate the user.	
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		



**GOAL 03: Provide a platform for business to showcase and enable water conservation.**

Measure: Promotion of number of businesses through media as well as products/systems

- Strategies: Owner to recognize those who are making business decisions and products/systems that benefit from water conservation.

	WORK PLAN	PROGRESS
Concept	Owner to identify various businesses (cotoica - cotton, oil, cattle - and otherwise) that support water conservation practices and products. Allow for a range of businesses to be supported.	
Schematic Design	Owner to create business council from interested stakeholders.	
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 04: Link the building to the playa.**

Measure: Utilize visual link, stormwater infiltration link, water quality, transect of landscapes from upland to the playa

- Strategies: Human sensory should be explored through the location and design of the building.

	WORK PLAN	PROGRESS
Concept	Discuss with city: Visual connection, physical connection, stormwater flow to the playa, and sound connection (habitat)	
Schematic Design		
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 05: Communicate the nexus of various ecosystems.**

Measure: The building form and program should communicate the transect of the various ecosystems and ecotone

- Strategies: The building location and size could become a transect communicating the ecotones of the site as well as its location in the larger Playa and Ogallala systems.

	WORK PLAN	PROGRESS
Concept	The building could respond to the three ecosystems and ecotones (Trans Pecos, Edwards Plateau, High Plains) that it cuts through.	
Schematic Design		
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 06: Create/increase ecotones for habitat variety.**

Measure: Linear feet of existing to proposed ecotone edges, especially at scale from main driveway through to playa

- Strategies: The landscape should acknowledge and highlight subtle changes of the ecosystems and ecotones from the entrance through to the playa.

	WORK PLAN	PROGRESS
Concept	Map the locations of the ecosystems and ecotones and place the building and restored landscape and drainage within in that fabric.	
Schematic Design	Develop scientific signage throughout with consistent scheme.	
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 07: Collect, harvest, and reuse water to its full potential.**

Measure: Gallons of annual Potable water consumption, annual rainwater collection and reuse vs. conventional methods

- Strategies: Rainwater collection and reuse inside and outside the building. Selection of low flow fixtures. Composting toilets. Graywater reuse. Reduction of irrigation demand.

	WORK PLAN	PROGRESS
Concept	Develop water consumption budget and collection area based on proposed program and massing. Identify and provide general size requirements for water collection strategies.	
Schematic Design	Provide basic capacities and size requirements for water systems for incorporation into the design and pricing. Compare it against conventional water use in Midland. Explore how water quality offers a role in water runoff before it enters the playa.	
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 08: Disturb as little as possible in construction technique.**

Measure: Map the existing disturbance SF and place improvements primarily in this area

- Strategies: Locate the building, parking and improvements within disturbed areas. Landscape should aim to restore and reconnect fragile ecotones.

	WORK PLAN	PROGRESS
Concept	Map existing disturbance. Set a specific strategy for restoration in context of a new building	
Schematic Design		
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 09: Make the building enhance habitat but not create negative habitat (such as bird strikes and nests). Minimize conflicts with wildlife.**

Measure: Select a national standard or design guideline to follow

- Strategies: Strategic glass placement, bird safe glazing

	WORK PLAN	PROGRESS
Concept	Review bird safe standards and guidelines (Audubon, LEED pilot credit, etc) and select one to follow	
Schematic Design	Review bird safe project precedents (such as Hardberger Park Urban Ecology Center)	
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 10: Allow for wildlife (including spiders) to call this place home and tell the story of the circle of life.**

Measure: Analyze all animal species that use playa and communicate their story and purpose within the playa through interpretation and habitat creation

- Strategies: Create habitats for all whom benefit from a playa

	WORK PLAN	PROGRESS
Concept	Collaborate with Midland Naturalists and Texas Master Naturalists to identify various animals that have minimal habitat that would benefit from restoration. Develop a landscape strategy to ensure habitat is restored and sustained.	
Schematic Design		
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		



**GOAL 11: Create an acoustically comfortable environment.**

Measure: Decrease highway noise on exterior program of project

- Strategies: Investigate buffering options at I-20 (i.e. slow traffic).

	WORK PLAN	PROGRESS
Concept	Meet with TxDOT to discuss buffering options at I-20	
Schematic Design		
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		



ENERGY  
LIGHT  
AIR

**GOAL 01: Create a living building using the Living Building Challenge.**

Measure: LBC Certification level. Building EUI, Percentage of annual energy provided from on-site renewable energy

- Strategies: Renewable energy, use passive strategies - natural ventilation, blocking wind, thermal mass, exterior shading, high efficiency HVAC systems: dedicated outside air systems, Variable Refrigerant Flows, evaporative cooling, radiant cooling/heating, active chilled beams.

	WORK PLAN	PROGRESS
Concept	The design team will prepare a feasibility study for achieving LBC certification and identify the key imperatives that present a challenge for the project. Specific to energy + light + air: Establish the on-site renewable energy budget for the building based on the available PV areas. Create a preliminary energy model to identify the major drivers of energy consumption. Benchmark the building's energy performance against standard practice.	
Schematic Design	The design team will incorporate requirements of the LBC into the overall design and work through the key imperatives challenging the project. Specific to energy + light + air: Use the energy model to evaluate the strategies and systems that provide the maximum value to the project in reducing energy consumption and managing other factors such as cost and maintenance.	
Design Development		
Construction Documents		
Construction Administration		
Training		

**GOAL 02: Make building systems for energy, air, and light visible to create teachable, educational moments for visitors of all ages.**

Measure: Number of educational, teachable moments provided for the energy, air and light systems. Provide a building guide to visitors.

- Strategies: Analogue feedback - energy storage, water storage levels, color pipes and conduits exposed inside the space, visible renewable energy systems, energy portals and displays.

	WORK PLAN	PROGRESS
Concept	Collaborate with the education committee to identify which program elements will benefit from educational components associated with energy, air and light and reference/precedence examples of how this is incorporated into other projects. Work with education committee to assess how existing education program can fit into this.	
Schematic Design	Integrate educational elements into the design so they are not “add ons” to the design or structure.	
Design Development		
Construction Documents		
Construction Administration		
Training	Develop formal training to docents.	
Post Occupancy		

**GOAL 03: Move elements of the exhibit, interpretive, and classroom program areas outside into space that are shaded, protected from the wind, and provided with air movement for thermal comfort.**

Measure: Percentage of program located in conditioned space

- Strategies: Provide shaded areas with wind protection outside of the building

	WORK PLAN	PROGRESS
Concept	Evaluate with the ownership team the program elements that need to be located indoors vs. outdoors. Identify program elements that do not have simultaneous usage and can share space. Analyze the strategies that will provide sufficient shade and protection from the exterior elements to meet the needs of outdoor program elements.	Evaluated percentage unconditioned space for precedent projects: Hardberger Park Urban Ecology Center (61%), Shangri La (77%), and Josey Pavilion (100%)
Schematic Design	Incorporate exterior program elements and exterior comfort strategies into the design.	
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 04: Partner with at least one local energy company in developing the building systems.**

Measure: Number of energy company partnerships that demonstrate relationship with oil industry

- Strategies: Partnership on energy storage, energy collection, energy management, demand response and feedback.

	WORK PLAN	PROGRESS
Concept	Starting with the business council, develop a list of local energy companies who are potential candidates for partnership based on the needs of the building and the connections the community working group have with industry.	
Schematic Design	Engage with the identified local energy companies around the specific ways a mutually beneficial relationship can be developed around the project.	
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 05: Provide 85% daylight autonomy to achieve 0 W/SF in each occupied space at noon.**

Measure: Level of daylight autonomy in each occupied space

- Strategies: Use clear stories and specially engineered skylights to bring diffuse natural daylight into the space. electro-chromatic glazing, select light colored interior finishes, high ceilings, keep structure up and out of natural light path.

	WORK PLAN	PROGRESS
Concept	Use daylight modeling to inform the massing of the building to optimize daylight penetration into the space.	
Schematic Design	Evaluate glazing selection, exterior shading and the effectiveness of the massing to achieve the daylight autonomy goal.	
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 06: Design interior and exterior lighting to Dark Sky Standard.**

Measure: Compliance with Dark Sky Standard for Parks and Protected area - fixture selection and color of light are important

- Strategies: Select fixtures with high cutoffs and low light spill. Keep interior light fixtures away from the perimeter of the building. Limit the amount of exterior decorative lighting. Select the correct temperature of lamp for each fixture located in a sensitive area.

	WORK PLAN	PROGRESS
Concept	Evaluate building opening locations (windows, clear doors) to avoid light spill into sensitive natural habitats. Contact Cindy H. Luongo Cassidy about work plan development. Develop a standard for ourselves and adjacent businesses.	
Schematic Design	Develop an exterior lighting plan the focuses on safety with a minimum amount of light spill and little to no building lighting.	
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		





# MATERIALS CONSTRUCTION

**GOAL 01: Create a green list for the project favoring materials that are historical, local/regional, repurposed, durable and protect the water cycle and habitat.**

Measure: Co-develop national standard for green list materials with Playa Lakes Joint Venture

- Strategies: Identify materials used historically within the building industry, agricultural and oil industries. Identify local and regional building materials that are available within the 350 mi. radius. Evaluate durability and longevity of materials. Evaluate materials under consideration for environmental impact.

	WORK PLAN	PROGRESS
Concept	Lake Flato will review material selection criteria matrix precedents.	
Schematic Design	Lake Flato will develop selection criteria matrix/checklist for building materials by 50% schematic design.	
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 02: Create a red list that bans environmentally negative materials from the project.**

Measure: Co-develop national standard for red list materials with Playa Lakes Joint Venture

- Strategies: Collate a red list; a list of building materials/finishes and plants designated as harmful to animals, humans, and the environment. As materials are evaluated, identify the severity of impact on animal, human, and environmental health and the possibility of remediation.

	WORK PLAN	PROGRESS
Concept	Identify entities that will be associated with the Playa Research Institute to help co-develop a red list specific to urban playa. Use Living Building Challenge Red List as foundation, then develop a red list specific to urban playa..	
Schematic Design		
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 03: Monitor habitat and water quality before, during, and after construction.**

Measure: Work with Playa Research Institute to determine what measurements should be taken to assess the project’s goal to heal and enhance the site.

- Strategies: Identify procedures for monitoring soil and water quality and species diversity. Coordinate with Land, Site and Water goals.

	WORK PLAN	PROGRESS
Concept	<ul style="list-style-type: none"> <li>• Include Milkshake on metering plan development</li> <li>• Consider entities that will be associated with the Playa Research Institute to help identify relevant standards and co-develop monitoring plan.</li> </ul>	
Schematic Design		
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 04: Use the building as a teaching tool regarding water quality and conservation.**

Measure: At least one major element for each discipline: Architectural, landscape/civil, and MEP

- Strategies: Materials of construction must enable and enhance water quality and conservation. Evaluate green listed materials for compatibility with this goal. Evaluate building shape and configuration as part of the water conservation message.

	WORK PLAN	PROGRESS
Concept	Concept narrative should identify ecological systems that are most important to each discipline and address the unique educational opportunity to accomplish this project in a complex industrial context (not pastoral) with highway adjacency.	
Schematic Design		
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 05: Partner with local industry.**

Measure: Create outreach for construction/development strategies with at least one adjacent industry along the playa

- Strategies: Identify industry partners that manufacture or trade in building materials. Identify industry partners who use agricultural or industrial materials that might be used in the building to represent the area history of commerce or place.

	WORK PLAN	PROGRESS
Concept	Identify local industries along the playa to share ecological construction/development strategies. Identify demonstration techniques in concept narrative. Invite community and general public in early analysis of the playa and to help develop criteria.	
Schematic Design	Facilitate a stakeholder meeting near 50% schematic design to share the building, landscape, and entry strategies to motivate local industries to work together on solutions that benefit the local communities, the environment, and the economy.	
Design Development		
Construction Documents		
Construction Administration		
Training		
Post Occupancy		

**GOAL 06: Architecture will maximize revenue from space.**

Measure: Identify multiple uses for each space

- Strategies: Create multi-purpose spaces (i.e. for classrooms) and spaces for special events (such as weddings and corporate events).

	WORK PLAN	PROGRESS
Concept	Determine which special events the project should be able to accommodate	
Schematic Design		
Design Development		
Construction Documents		
Construction Administration		
Training		

A photograph of a woman with short dark hair and glasses, wearing a vibrant, multi-colored quilted jacket over a purple shirt. She is smiling and speaking, with her hands clasped in front of her. A name tag is pinned to her jacket. In the background, other people are seated at tables, and a yellow cup is visible on a table in the foreground. A semi-transparent white box is overlaid on the image, containing the text 'GROUP PRESENTATION GENERAL NOTES'.

# GROUP PRESENTATION GENERAL NOTES



# GROUP PRESENTATION NOTES

## LAND + SITE + WATER

### DAY 01

Buffer wind with structures/buildings  
Problems directing kids/groups  
Comfort  
Water conservation and education  
Pervious surface  
Water collection and reuse – transparency and real time demo  
Low income education, nature play  
Feasibility of running solely off captured rain.  
Applicability to residents/homeowners? Realistic?  
Café slide – water usage  
Demonstration garden  
Capturing water for appropriate draught-tolerant plants  
Highly plausible  
Wind/drainage supply non-native/invasive species  
Filter strips question  
Sediment filtration w/ native short prairie grass  
Remediate drainage from pipe yards – sediment and nutrients

Smallest footprint  
Building to not be a burden financially  
Premier playa/wetland research center  
Adult education  
Sustainability  
Education  
Showcase playas  
Research  
Recharge  
Education of water conservation  
Create filtration system to prevent contamination  
Event space  
Use of excess playa water  
Model for playa owners  
Ranches  
Community  
Families

Function as a playa  
Restore vegetation

Filter zone  
Rain water catchment  
Set mission and values as soon as you enter  
Water conservation, light, energy conservation  
Demonstration areas  
Teach public how to conserve  
Teach public how eco-tones are created  
Filtration demonstration  
Restore to native playa  
What is an urban playa?  
How do we work it as an urban playa?  
Status of the quality of the playa  
Meander project – trash drainage  
Partnering with neighboring industry ie. Rockwater Industry  
LEED and Living Building priority  
Net positive energy and water

Buffer systems - south side  
TCEQ-rules – sedimentation  
Buffer zone – conservation easements  
Join neighbors in involvement  
Garbage and trash from north  
Filtration berms on to site  
Large playas to south – link to these? 26 acres adjacent  
Rainwater collection – inconsistency of rainfall.  
Any city rules for filtration?  
Back-up plan to supplement  
Treatment of waste water?  
Edge. Water filtration.  
Erosion and habitat. Protection.  
2 sq mile catchment.  
Water management  
Recycle water  
Water budget  
Back-up plan.  
Green crossing at I-20  
South playas – tied together  
Tie to city hike and bike  
Utilities close for back up collection  
2 sq miles urban run-off.

Catchment basins that filter then pipe to playa?  
City sewer line to south  
Green path over I-20  
Wildlife corridor bike trail  
Café? Important for event space – balance for water use.  
Grey water for landscape – living roof  
Sound of I-20 is magnified  
White noise of I-20

### DAY 02

Collect, harvest and reuse water to its full potential  
Create opportunities to advance education related around water resource  
Provide a platform for businesses to showcase water conservation (enable)  
Link the building and playa together. Interpretation?  
Boardwalk? Visual? Strategies TBD later  
Communicate the nexus of various ecosystems  
Create/increase ecotones for habitat variety  
Education how preserve fits in larger landscape/ ecologies/environmental systems  
Disturb as little as possible in construction technique  
Make the building enhance habitat but not create negative habitat (bird strikes, bird nests) Minimize conflicts with wildlife.  
Allow for wildlife (spider too) to call this place home.  
Circle of life: spiders/monarch

# GROUP PRESENTATION NOTES

## ENERGY + LIGHT + AIR

### DAY 01

Increasing air movement – great fall weather, windy spring  
South wind vs south facing panels  
Breezeway – moving walls  
Blocking wind low 5’-6” height  
Wind buffer – best trees not block, just diffused  
Dust storms – NW  
Parking lot paved – dust control  
Moveable buffers – barn doors, ocotillo fencing  
Stucco/adobe dugout home blend into landscape  
Moveable wind blocks/walls  
Light artistry glare/heat  
Occupancy switch  
Ranch house  
Area architecture  
Reprieve from sun – shade

Wind in midland – dust  
Sound of I-20  
Sound wall – not probable – cost – white noise? Wind breaks?  
Sand rows? Fence embedded – 90 degree angles  
Shinnery  
Energy – solar panels – covered parking – south side?  
3 times the storage than you think  
Roll road north of playa  
View to east is playa  
Shipping containers – storage  
Dialogue industry  
Educational  
Heart value  
Teaching value  
Glazing for birds  
Evening use

How do we handle mosquitos? Dust?  
Temp and weather extremes  
Love natural light. Make as much as we can natural.  
Bird strikes?  
Balance of roof use – can solar panels go somewhere else? Where?  
Like using outdoor space. Outdoor learning space.  
Shelter from sun/wind. Use it as positive resources.  
Work on noise reduction – pipe yard, I-20, etc.

Want to make a national mark. Net zero challenge would be epic  
Parking concerns to meeting increasing visitors  
Control number of visitors

Fit – natural lighting design  
Light artistry – skylight/sun, comfortable/useable, uniformity of light  
Dimmers – common with LED occupancy sensor  
Building materials – low mass/high mass – craftsmen and labor, cultural fit and environmental impact  
Ventilation (ground?) – Cools at night, Sibley tried, unsuccessful  
Ranch house – shade cooling  
Passive solar greenhouse – north side-angled warm winter, cools in summer

Concerns about open designs  
Green roof – how to integrate with VP? Green build precedent project that combines both  
Incorporate solar and build to use or minimize sunlight  
Concerns over open/closed spaces and dust  
Using thermal mass esp. local materials  
Electrochromic glazing  
Evaporative cooling? Courtyard design, water conservation  
Floor based cooling/heating  
Outdoor class areas with wind screening  
Geothermal or other alternative tech  
Capacity to maintain new technology

Not against fossil fuel  
Air quality inside building  
Allergy issues  
Wicked wind  
Thermal control in retail area  
Geothermal  
Protected area  
Unloading kids  
Group gathering  
Amphitheater  
Electrochromic glass  
Worth looking into  
Bird friendly a must

Slats  
Dust on PV a concern  
Surrounded by caliche  
Washed by rain  
Separate entrance for school groups  
Climate control for retail space

Bring the outdoors in (windows and outdoor space)  
Minimize and evaluate maintenance  
Building designed to reduce energy demand

Study usage of kitchen/café – big impact on energy and water  
Consider outdoor kitchen – look at Canyon Ranch in Tucson  
Facilitate natural ventilation with fans

### DAY 02

Create a living building using the Living Building Challenge  
Make building systems for energy, air, and light visible to create teachable, educational moments for visitors of all ages  
Move elements of the exhibit, interpretive, and classroom program areas outside into space that are shaded, protected from the wind, and provided with air movement for thermal comfort  
Partner with at least one local energy company in developing the building systems  
Provide daylight autonomy for 100% of the occupied spaces  
Design interior and exterior lighting to Dark Sky Standard

Mission – conserve and educate – this must drive decisions  
Living Building Challenge – something to strive towards – a goal to work towards  
Leverage environment to benefit  
LBC + LEED – to certify or not to certify  
LEED Platinum is minimum – provides holistic view  
No flexibility, net zero (elect and H2O)  
Should be a leader in the world by being LBC  
Be an example for how to harvest H2), grow, use hands, get outdoors, and maximize your environment

# GROUP PRESENTATION NOTES

## MATERIALS + CONSTRUCTION

### DAY 01

Oilfield pipe – new  
Stone – limestone, Barstow, aesthetics, thermal mass  
Concrete floors – foot prints - birds, etc.  
Structure as finish, people – wood, steel – rust  
Wall niches – display materials, framing views, interpretive exhibit  
Siberian elms playground or seating  
Salvaged materials - sea crates  
Mesquite – beautiful, feels good  
Adobe or similar thermal mass

Locally sourced  
Limestone  
Barstow sandstone  
Structural steel  
Pipe – holding hands with industry  
Oilfield and ranching – symbolic  
Cotton?  
Long building – wrap around porch  
Potential for dog trot – sliding panels  
Wood – imported?  
Salt cedar? Can it be used in a unique way?  
Concrete – price softened – flatwork

Low maintenance materials. Don't encourage habitat building by our residence  
If we have a lot of windows someone has to wash them.  
Materials that can handle the extremes  
Use of local materials – Texas stone, Barstow sandstone, steel, pipes, corrugated metal, galvanized metal  
Stucco , earth, grass – bringing outdoors in  
Imprinted leaves in concrete, animals' tracks  
Ranch fencing with vines growing on them  
Wind protection – screens (materials move into the building)  
Harvest H2) Living roof – supplement with water

Harvest rain water for other uses  
Consider best materials for roof use  
Prioritize roof space  
Use harvested H2O for evaporative cooling – fountain next to pavilion  
Vegetation can be used as wind blocks

Local materials – limestone  
Determine mile radius for drawing materials – 3rd party verification  
Continue with durable materials – environment, human wear and tear  
Vandalism – sealer on materials for graffiti resistance  
Materials that benefit energy use and work with efficient and conservative methods  
Reclaimed and reused materials  
Interior materials  
Building filters water before entering cisterns – building materials that filter water

Stone viable option  
Local limestone  
Quarry may provide discount  
Boneyard – authentic  
Bill Rutter connection  
Energy saving  
Cedar does not work well  
Elm not viable  
Live oak died in ice storm  
Brick is great but not local  
Mesquite is a nice wood  
Building lifted off ground for storm flow, but rattle habitat  
Many buildings are one story  
Winds are strongest NW and SW  
Exposed joist etc – collect dust  
Organic recycling

Recycled glass for gabion walls – glass crusher in

Lubbock  
Use of PODs with main building  
I-beams used on pumping units  
Niche space used in interpretive area – mimics looking through a bird blind  
Right-size retail – make it meaningful and educational  
Want one finished space like Hardberger Park event room

### DAY 02

Green list – go, red list – stop  
Historical material/reference  
Local/regional – transportation, measurable, 3rd party verification  
Construction that preserves and protects the water cycle and habitat – monitor construction, record, measure  
Monitor water quality throughout construction  
Health – human and animal – water – environment – guidelines measurement of LBC  
Political neighbors – TXDOT – railroad industry  
Durability – sun, wind, natural lifespan  
Building as a teaching tool  
Highlight water conservation and reflect the playa's role in water quality  
Highlight steps of movement and filtration  
The most sustainable in the USA  
Living building certified  
Partner local industry

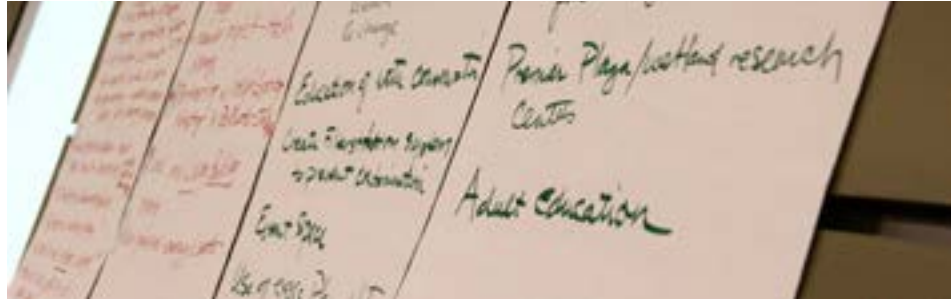


# APPENDIX

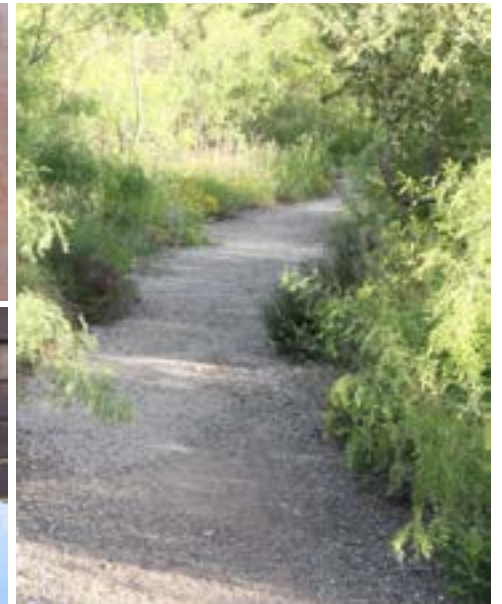






















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**ATTACHMENT C - KEY PERSONNEL**

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