



# Lake County Forest Preserves

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**DATE:** February 28, 2022

**MEMO TO:** Terry Wilke, Chair  
Planning Committee

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

**RECOMMENDATION:** Recommend approval of a Resolution Awarding a Contract for Construction Management Services for the Phase I construction of the proposed Environmental Education Facility at the Edward L. Ryerson Conservation Area (Ryerson) to Wight Construction Services, Inc., in the Contract Price of \$449,525.00.

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

**FINANCIAL DATA:** The Net Zero Environmental Education Facility project was approved as part of the adopted FY2022 Capital Improvement Plan in the amount of \$4,500,000.00. This portion of the project was estimated at \$512,511.00. The actual cost of \$449,525.00 will be charged to account 20104100-803200-61410.

**BACKGROUND:** Through private funding secured by the Preservation Foundation, a site plan and schematic design were completed for the new education facility at Ryerson. The education facility will replace and expand the education programming currently being offered at two existing log cabins which have reached the end of their useable life and do not comply with the current accessibility codes. The proposed new facility will be built as a net-zero energy building and the District is seeking funding assistance from the Net Zero Energy Building Program offered by the Illinois Clean Energy Community Foundation (ICECF). Phase I of the proposed education facility includes a 3,400 SF building with two classrooms, restrooms, virtual teaching space, net zero interpretive exhibit area and a 1,000 SF screened porch that will provide additional teaching space when the weather is accommodating.

In order to prepare the project for construction, the District requires a qualified construction management services firm to assist with the competitive bidding and selection process; provide project management, inspection and quality control during construction; provide schedule and budget oversight and assist with project commissioning and closeout. Wight Construction Services, Inc. has been working with the District over the past six months performing detailed cost estimating and value engineering for the project.

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

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE     )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR MARCH MEETING  
MARCH 8, 2022**

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

Your **PLANNING COMMITTEE** presents herewith “A Resolution Awarding a Contract for Construction Management Services for the Environmental Education Facility at the Edward L. Ryerson Conservation Area to Wight Construction Services, Inc.” and request its approval.

**PLANNING COMMITTEE:**

Date: 2/28/2022  Roll Call Vote: Ayes: 8 Nays: 0  
 Voice Vote Majority Ayes; Nays: \_\_\_\_\_

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

**A RESOLUTION AWARDING A CONTRACT FOR CONSTRUCTION  
MANAGEMENT SERVICES FOR THE ENVIRONMENTAL EDUCATION FACILITY  
AT THE EDWARD L. RYERSON CONSERVATION AREA TO  
WIGHT CONSTRUCTION SERVICES, INC.**

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

**WHEREAS**, the Director of Planning and Land Preservation and the Purchasing Manager have determined that the Services require personal confidence; and

**WHEREAS**, the Purchasing Manager has solicited, and received from firms (the "Firms"), statements of interest for the Services, in accordance with the Local Government Professional Services Selection Act (the "Act"); and

**WHEREAS**, the District staff has evaluated the Firms, conducted interviews with six of the Firms and ranked the Firms, taking into account the estimated value, scope, complexity and professional nature of the Services, all in accordance with the Act; and

**WHEREAS**, Wight Construction Services, Inc. ranked as the highest qualified Firm to provide the Services and District staff has prepared a written description of the scope of the Services and, based on such scope of Services, negotiated a contract with Wight Construction Services, Inc., to provide the Services; and

**WHEREAS**, the District staff, the Purchasing Manager, the Director of Planning and Land Preservation and the Planning Committee recommend that the Board of Commissioners (i) find that Wight Construction Services, Inc. is the highest qualified Firm to provide the Services, (ii) find that the proposal for the Services submitted by Wight Construction Services, Inc. is the proposal that is the most advantageous to the District; and (iii) award a contract for the Services to Wight Construction Services, Inc. in substantially the form attached hereto (the "Contract") in an amount not to exceed \$449,525.00 (the "Contract Price"); and

**WHEREAS**, the Board of Commissioners hereby finds that Wight Construction Services, Inc. is the most qualified Firm to provide the Services, that the proposal for the Services submitted by Wight Construction Services, Inc. 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.** A Contract in the amount of the Contract Price and in substantially the form attached hereto, is hereby awarded to Wight Construction Services, Inc.

**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 \_\_\_\_\_, 2022

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
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  
WIGHT CONSTRUCTION SERVICES  
FOR THE  
PHASE III CONSTRUCTION MANAGEMENT SERVICES  
RYERSON EDUCATION FACILITY  
EDWARD L. RYERSON FOREST PRESERVE

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**CONTRACT BETWEEN  
LAKE COUNTY FOREST PRESERVE DISTRICT  
AND  
WIGHT CONSTRUCTION SERVICES  
FOR THE  
PHASE III CONSTRUCTION MANAGEMENT SERVICES RYERSON EDUCATION  
FACILITY  
EDWARD L. RYERSON FOREST PRESERVE**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, ("Owner") and Wight Construction Services an Illinois Corporation, 2500 N Frontage Road, Darien, Illinois, ("Consultant") make this Contract as of February 8, 2022 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 Phase III Construction Management 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 and the Special Project Requirements attached hereto as Attachment D.

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.

D. **Waiver of Claims for Consequential Damages.** Consultant and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, without limitation:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by Consultant for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages resulting from either party's termination.

### **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 equitable adjustment of Contract Price (but only if such cause increases the scope of the Services) and an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. The mere extension of the construction period from 11 months to 12 months will not be deemed to increase the scope of the Services. 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. Consultant is not responsible for the errors, omissions, or negligent acts of any construction contractor or trade contractor.

#### **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. Consultant is not

responsible for the errors, omissions, or negligent acts of any construction contractor or trade contractor.

#### **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: Wight Construction Services, Inc.  
ADDRESS: 2500 N. Frontage Road  
CITY STATE: Darien, Illinois 60561  
Attention: Jim Nagle, Sr. VP, Director of Construction  
[inagle@wightco.com](mailto:inagle@wightco.com) 630.969.7000 | m 630.310.1597

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  
Title: Secretary

\_\_\_\_\_  
Alex Ty Kovach  
Title: Executive Director

Attest/Witness

WIGHT CONSTRUCTION SERVICES

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

By: \_\_\_\_\_  
Jim Nagle, Sr. VP  
Title: Director of Construction

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

1. Project:  
Phase One of the proposed net-zero Education Center includes the 3,500 SF north building with two classrooms, restrooms, and utility rooms and a 1,160 SF screened porch. The sitework includes the road realignment with a bus drop-off for two buses, new ADA parking spaces, concrete sidewalks, and a ¼-mile accessible asphalt looped trail.
- Consultant shall provide Construction Management Services at Edward L. Ryerson Forest Preserve, which services include: Preconstruction and Bidding, Construction, Project Closeout and Warranty Period.
- The Services include, but are not limited to, all of the Services provided in Consultant's detailed Scope of Work. See Attachment B and Attachment D.

2. Approvals and Authorizations:  
The Owner / Design Team will facilitate the following governmental approvals and authorizations on or before the following dates:

<u>Approval/Authorization</u>	<u>Date</u>
Lake County Planning, Building and Development	06/01/2021
Lake County Public Works	06/01/2021
Lake County Stormwater Management Commission	06/01/2021
United States Army Corps of Engineers Wetland Permit	06/01/2021*

\* Trail can be phased if needed

3. Commencement Date:  
May 31, 2022
4. Completion Date:  
April 28, 2023
- Anticipated Schedule:
- Substantial Completion – January 31, 2023
  - Final Completion / Owner Occupancy – April 28, 2023
  - Warranty Period – April 28, 2023 to April 28, 2024

5. Insurance Coverage:
- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory
  - (2) Employer's Liability:
    - a. \$1,000,000 injury-per-occurrence
    - b. \$500,000 disease-per-employee
    - c. \$500,000 disease-policy limit

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

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

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

All employees shall be included as insured's.

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.

G. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

- ❖ Worker's Compensation Policy
- ❖ Professional Liability

H. 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
--------------------	--------------------

Lake Flato Architects All except Worker's Compensation  
and Professional Liability

6. Schedule of Prices - Lump Sum

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

Four-hundred and forty-nine thousand, five hundred and twenty-five  
Dollars and no Cents  
 (in writing)  
\$449,525 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.

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

- |  |              |
|--|--------------|
| 1. Bidding and Negotiation   | \$25,000.00  |
| 2. General Liability Insurance (1% of estimated project amount)      | \$39,000.00* |
| 3. General Condition Expenses  | \$44,950.00  |
| 4. General Condition Staffing (\$29,597.73 each month for 11 months) | \$325,575.00 |
| 5. Project Closeout and Warranty Period                              | \$15,000.00  |

\* General Liability Insurance cost will be finalized after the construction contracts are awarded.

7. Additional Services

If the time of construction exceeds 11 months, the Consultant agrees to complete the Services at no additional cost to the Owner, subject to (but only if the time of construction exceeds 12 months) Consultant's right to a Change Order providing for an equitable adjustment as provided in Section 2.2. If the construction is completed in less than 11 months, Consultant agrees to reimburse the owner for the time not used on a prorated basis in accordance with Attachment B, Table 1.1. General Conditions required will be billed at the following monthly rates.

REIMBURSABLES	AMOUNT / MO
Mileage – Darien staff	\$600
Mileage - Superintendent	\$500
Office Trailer Rental	\$350
Drinking Water	\$50
Phones / Internet / IT	\$200
OSHA Materials	\$100
Safety Consultant	\$350
General Cleaning / General Labor	\$800
Miscellaneous Expenses	\$200

**Subtotal General Condition Expenses \$3,150 per month**

8. **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.

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

### **CM Scope of Work**

#### **Professional Preconstruction and Construction Management Services**

The Consultant will provide professional pre-construction and construction services for the Education Facility project at the Edward L. Ryerson Conservation Area. As a member of the project's pre-construction and construction team, the Consultant will work hand-in-hand with the Owner and Architect to maintain the Owner's budgetary and scheduling constraints. The Architect's sub-consultants (civil engineer, structural engineer, MEP engineer and sanitary design engineer) shall herein after be referred to as the Design Team.

The Consultant accepts the relationship of trust and confidence established by this Contract and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of works and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interest.

#### **Preconstruction and Bidding**

- Exercise reasonable care in performing its Preconstruction and Bidding Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.
- Advise the Owner and the Architect on proposed site use and improvements, selection of materials, and buildings systems and equipment. Provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor, time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including by no limited to costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
- Collaborate with the design team to identify long-lead items and develop an effective subcontract plan.
- Perform constructability reviews, providing input to design details and product selections that could impact the construction schedule, sequencing and budget.
- Develop work scopes and prepare bid documents and packages for all components of the work.
- Identify qualified trade contractors and generate interest in bidding to provide the most competitive construction pricing.
- As design documents are developed, prepare a detailed construction schedule, incorporating input from local trade contractors with regards to equipment lead times and resource availability. Schedule shall include completion of design, procurement, construction, closeout, and warranty period.



- Work with the Owner and the Architect to assure that the site logistics and schedule support the on-going operational needs of the project.
- Oversee the bidding process: prepare and distribute bid documents; advertise bid; conduct pre-bid meetings; coordinate responses to bidders' questions during the bid period; and coordinate issuance of addenda if required to the bidders for clarifications, etc.
- Upon receipt of trade bid proposals, review, qualify and evaluate bids to assure completeness of scope and compliance with bidding requirements. Document bidders' understanding and abilities to execute the required scope per the required schedule.
- After the Owner receives the bids, provide written recommendations and obtain approval of all trade contract awards and assist the Owner with the preparation of the trade contracts for execution between the Owner and each of the lowest qualified construction trade bidder.
- The Consultant shall have no contractual relationship with each trade contractor, but on behalf of and for the Owner, will schedule, coordinate, administrate and oversee the construction of all required work through completion of the project, including the closeout and warranty period.

### **Construction Phase**

- Prepare and periodically update the Project schedule for the Architect's review and the Owner's acceptance. Obtain the Architect's approval for the portion of the project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Managers services, the Architects services, other Owner consultant's services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Control Estimate; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.
- In Consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phase construction. These recommendations shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.
- Prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. Expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign responsibility of these items to the Construction Manager.
- At a time to be mutually agreed upon by the Owner and the Construction Manager, prepare a Control Estimate for the Owner's and Architect's review and the Owner's approval. The Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Construction Manager shall update the Control Estimate with each Application for Payment as need to reflect the changes in work.
- Develop and implement a detailed system of cost control that will provide the Owner and Architect timely information as to the anticipated total Cost of Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in

writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

- Conduct a kick-off meeting with all trade contractors: distribute updated project schedule; review site access and logistical requirements; review safety standards and expectations. Coordinate and schedule all phases of construction from site clearing and / or earthwork, excavation and foundation work, project commissioning through the Owner's occupancy and initial use.
- Manage submittals and long-lead material items to assure no impact to the project schedule.
- Manage construction logs – including submittals, RFIs, change orders, trade closeout documentation and warranties, and other related documents, reports, data and information as may be necessary.
- Provide on-site, full-time experienced superintendent to provide complete project administration and oversight. Superintendent shall coordinate day-to-day construction scheduling, confirm work is in accordance with contract documents, prepare progress reports, update the project schedule, facilitate coordination meetings, provide quality control oversight, and ensure safety protocols are in place at all times.
- Facilitate all necessary inspections, commissioning, and testing required. Facilitate all necessary testing and submittals to achieve PHIUS net-zero certification.
- Obtain and review the necessary Insurance Certificates and Payment and Performance Bonds, if required.
- Receive and qualify all trade contractor monthly pay requests and prepare the application for payment to be delivered to the Owner and Architect for processing.
- Review and coordinate all trade contractor shop drawing submittals and promptly forward to the Architect and Design Team for review and approval.
- Manage contractor and sub-contractor work to be in compliance with the overall project schedule.
- Conduct weekly trade contractor coordination meetings.
- Conduct and chair the jobsite bi-monthly construction coordination meetings attended by the Owner's representative, Architect, Design Team (as required) and major trade contractors to review progress, outstanding issues, change orders and monthly pay requests. Prepare and issue minutes of each meeting to all attendees within two (2) business days after the meeting.
- Manage and resolve unforeseen changes in the field. Manage and review contractor change requests to assure validity. Provide an extensive and qualified review of all unsolicited and solicited change order requests from trade contractors prior to forwarding to the Owner. Coordinate all change order requests with Owner for approval prior to authorizing work.
- Provide the Owner with regular reports on budget status throughout the project.
- Communicate regularly with the Owner to assure that construction activities are coordinated with on-going operational needs. Work with the trade contractors to make appropriate adjustments as needed.
- Provide regular updates on the project schedule.

### **Project Closeout and Warranty Period**

- Upon substantial completion by the trade contractors, prepare punch lists in coordination with the Owner, Architect and Design Team and distribute to the contractors. Assure that deficiencies are corrected in a timely manner.
- Review the completed work to obtain Owner and Architect sign-off on the punch list.
- Assist the Owner, Architect and Design Team in obtaining a certificate of occupancy from the county.
- Assist in the delivery and installation of furniture, finishes, and equipment.
- Coordinate with Owner, Architect and Design Team to ensure that real-time, net-zero monitoring systems are in place and fully operational.
- Coordinate final cleanup.
- Prepare submittal of all warranties, certificates of insurance, keys, record shop drawings, operating and maintenance manuals, record shop drawings, etc. and coordinate with Owner for proper operation and maintenance of the systems and equipment.
- Coordinate with contractors, subcontractors, Architect, and Design Team as needed throughout the warranty period to facilitate net-zero certification. Conduct warranty walkthroughs as needed.

### **General Conditions and Project Requirements**

General Conditions include items that are necessary for the completion of the project, but are not a part of the finished product that is turned over to the Owner. General Conditions are summarized in Table 1.1. The Construction Manager is responsible for the majority of items, including personnel support, site office support, and most of the General Project Requirements. The Owner will assume responsibility for the following General Project Requirements: project signs, directional and jobsite signage, temporary fence rental, building layout and maintenance, portable toilets, snow removal, barricades, traffic signs, rubbish removal / dumpsters, and street sweeping all as listed in Table 1.1 General Conditions.

**Table 1.1 General Conditions**



**General Conditions Estimate**

General Conditions Staffing	Utilization	# Months	\$/hr	Cost
Project Executive	3 Hr/Week	11	\$ 175	\$ 25,023
Project Manager	18 Hr/Week	11	\$ 120	\$ 102,952
Superintendent	40 Hr/Week	11	\$ 110	\$ 209,717
Project Engineer	0 Hr/Week	0	\$ 70	\$ -
Project Coordinator	9 Hr/Week	11	\$ 65	\$ 27,883
Intern	0 Hr/Week	0	\$ 40	\$ -
MEP Coordinator	0 Hr/Week	0	\$ 125	\$ -
	Hr/Week		\$	\$ -
	Hr/Week		\$	\$ -
<b>Total Staffing</b>				<b>\$ 269,675</b>

**Insurance**

General Liability Insurance	1.00% of project amount		\$	39,000
			\$	-
<b>Total Insurance</b>			\$	<b>39,000</b>

**General Conditions Expenses**

Personnel Support	Qty		Unit Cost	Cost	
Darien Staff Travel	1	11 Months	\$ 600	\$ 6,600	
Per Diem for Superintendent	1	Months	\$ 900	\$ -	
Travel for Superintendent	1	11 Months	\$ 500	\$ 5,500	
Lodging for Superintendent	1	0 Months	\$ 1,000	\$ -	
<b>Site Office Support</b>					
Office Trailer Set Up and Removal	1	1 Ea	\$ 2,600	\$ 2,600	
Office Trailer Rental	1	11 Months	\$ 350	\$ 3,850	
Drinking Water	1	11 Months	\$ 50	\$ 550	
Office supplies	1	Months	\$ 100	\$ -	
Jobsite First Aid Kit/Safety Supplies	1	1 Lot	\$ 200	\$ 200	
Phones/Internet/IT	1	11 Months	\$ 200	\$ 2,200	
Delivery Special Mail	1	Months	\$ 75	\$ -	
Office Lights and Power	1	Months	\$	\$ -	
Reproductions	1	Months	\$ 200	\$ -	
ProCore CM Management	1	Ea	\$	\$ 7,500	
<b>General Project Requirements</b>					
Project signs	1	Ea	\$ -	\$ -	LCPD
Directional and Jobsite Signage	1	Months	\$ -	\$ -	LCPD
Temporary Fence Rental	1	Months	\$ -	\$ -	LCPD
Site Security	1	Months	\$	\$ -	
Construction Photos	1	Months	\$ -	\$ -	

Building Layout & Maintenance	1		Months	\$	-	LCFPD
Lot Lines and Locations	1		Months	\$	-	
Heat	1		Months	\$	-	
Temp Lights and Power	1		Months	\$	-	
Portable Toilets	1		Months	\$	-	LCFPD
Snow Removal	1		Months	\$	-	LCFPD
Temp Heat/ Cooling	1		Months	\$	-	
Barricades	1		Ea	\$	-	LCFPD
OSHA Material	1	11	Months	\$	100	\$ 1,100
Safety Equipment	1		Months	\$	-	
Safety Consultant	1	11	Months	\$	350	\$ 3,850
Traffic Signs	1		Months	\$	-	LCFPD
Temp Hoist	1		Months	\$	-	
Temp Hoist (Operator)	1		Months	\$	-	
General Cleaning/General Labor	1	11	Months	\$	800	\$ 8,800
General Labor for final month	1		Months	\$	-	
Final Cleaning	1	1	Lot	\$	-	LCFPD
Rubbish Removal/Dumpsters	1		Months	\$	-	
Equipment Rental	1		Months	\$	-	
Small Tool Rental	1		Months	\$	-	
Equipment Purchase	1		Months	\$	-	
Material Purchase	1		Months	\$	-	
Winter Conditions	1		Months	\$	-	
Temporary Heat	1		Months	\$	-	
Temp Protection	1		Months	\$	-	
Street Sweeping	1		Months	\$	-	LCFPD
Miscellaneous Expenses	1	11	Months	\$	200	\$ 2,200
Safety Equipment and Support	1		Months	\$	-	
Payment and Performance Bond			N/A	\$	-	

**Subtotal - General Conditions Expenses** \$ 44,950

**Subtotal General Conditions** \$ 449,525

**Owner Costs**

- Survey/Layout Allowance
- Material Testing Allowance
- Utility Locating Allowance
- Permits & Fees

**Subtotal** \$ -

**Total General Conditions** \$ 449,525

**ATTACHMENT C - KEY PERSONNEL**

1. KEY PROJECT PERSONNEL – OWNER

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	EMAIL
Becky Mathis	Landscape Architect	847-968-3270	847-276-6939	<a href="mailto:bmathis@LCFPD.org">bmathis@LCFPD.org</a>
Randy Seebach	Director of Planning & Land Preservation	847-968-3262	847-489-6178	<a href="mailto:rseebach@LCFPD.org">rseebach@LCFPD.org</a>

2. KEY PROJECT PERSONNEL – CONSULTANT

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	EMAIL
Jim Nagle	Sr. VP, Director of Construction	630-310-1597	630-310-1597	<a href="mailto:inagle@wightco.com">inagle@wightco.com</a>
Craig Polte	Project Director	630-739-6986	630-918-8120	<a href="mailto:cpolte@wightco.com">cpolte@wightco.com</a>
George Gardner	Project Manager	630-739-6912	331-201-5542	<a href="mailto:ggardner@wightco.com">ggardner@wightco.com</a>
Randy Jardine	Dir of Cost Mngt	630-800-6000	630-800-6000	<a href="mailto:rjardine@wightco.com">rjardine@wightco.com</a>

## **ATTACHMENT D – SPECIAL PROJECT REQUIREMENTS**

The following special project requirements shall be incorporated herein as part of the contract.

- If the Owner determines to carry construction contingencies, the Owner shall retain any balance not allocated toward building construction. All draws from contingency shall be authorized by the owner and follow the Owner's standard change order process.
- The Owner will be responsible for Other Project Costs, including Survey and Layout, Material Testing, Utility Locating, Permits and Fees, Design and Engineering Fees, Construction Administration Fees, Commissioning Fees, PHIUS fees and Furniture, Fixtures, and Equipment. Additionally, the Owner is responsible for a portion of the General Conditions Expenses as indicated in Attachment B, Table 1.1.
- The Forest Preserve District is tax-exempt. Documentation available upon request.
- Construction Managers Expenses shall be "open book" and the Owner reserves the right to inspect the expense records upon request and any unspent funds will be retained by the Owner at the completion of the project.



## Consultant Disclosure Statement

Each **Consultant** (bold/italicized words are defined in Section II below) proposing to perform **Covered Services** for the Lake County Forest Preserve District (the "District") is required, by the District's Purchasing Policy, to complete this form and make disclosures (i) on its behalf, unless it is a **Publicly Traded Consultant**, (ii) on behalf of its **Disclosure-Covered Owners**, unless it is a **Publicly Traded Consultant**, and (iii) on behalf of its **Disclosure-Covered Employees**, even if it is a **Publicly Traded Consultant**. If **Consultant** is a **Publicly Traded Consultant**, please complete Sections I, III, and V. If **Consultant** is not a **Publicly Traded Consultant**, please complete Sections I, IV, and V.

**I. Identification of Consultant and Related Parties:**

<b>Consultant Name:</b>	<b>Wight Construction Services, Inc.</b>
<b>Consultant Address:</b>	<b>2500 N. Frontage Road Darien, IL 60561</b>
Person Certifying Statement for <b>Consultant</b> , including Phone # and Email Address:	Carol Roglin, Chief Financial Officer 630-739-6496 <a href="mailto:croglin@wightco.com">croglin@wightco.com</a>
<b>Covered Services:</b>	<b>Construction Management</b>
Names of <b>Disclosure-Covered Owners</b> (if none, please insert "N/A"):	Mark Wight 100% Owner
Names of <b>Disclosure-Covered Employees</b> (if none, please insert "N/A"):	N/A

**II. Defined Terms:**

- a) "**Campaign Contribution**" is defined in Section 9-1.4 of the Illinois Election Code, 10 ILCS 5/9-1.4.
- b) "**Candidate Political Committee**" is defined in Section 9-1.8(b) of the Illinois Election Code, 10 ILCS 5/9-1.8(b).
- c) "**Consultant**" is a person or entity that submits a proposal to enter into a contract with the District, or a proposal for a change order to such a contract, that calls for the person or entity to perform **Covered Services** for the District.
- d) "**Covered Services**" are the "Covered Services" identified above by District staff, which have an expected price greater than \$25,000.00, taking into account the original contract price for the **Covered Services** plus the prices of all change orders to such original contract.



- e) **“Disclosure-Covered Owner”** is (i) a natural person who is a **Consultant** or (ii) a person or entity that, directly or indirectly (including without limitation ownership through a corporation, limited liability company, joint venture, or partnership) owns at least 7.5% of a **Consultant** that is not a **Publicly Traded Consultant**.
- f) **“Disclosure-Covered Employee”** is (i) a natural person who is a **Consultant** or (ii) a Consultant employee or independent contractor who will receive a direct financial benefit (including without limitation a commission, bonus, or salary increase) if the District awards the proposed contract or change order to the **Consultant**.
- g) **“Family Member”** is a person related as a parent; child; sibling; uncle or aunt; great aunt or great uncle; first cousin; nephew or niece; spouse or civil union partner; grandparent; grandchild; parent-in-law, child-in-law, sibling-in-law, or grandparent-in-law, whether that in-law relationship is created by marriage or civil union; stepparent; stepchild; stepsibling; half sibling; and fiancé or fiancée.
- h) **“Publicly Traded Consultant”** is a **Consultant** whose common stock is traded on a nationally recognized securities market.

**III. Required Disclosures for Publicly Traded Consultant:**

- a) **Securities Market:** Please identify the nationally recognized securities market on which **Consultant’s** common stock is traded and identify the stock “ticker” symbol under which the **Consultant** is traded:  
Exchange: \_\_\_\_\_; Symbol: \_\_\_\_\_.
- b) **Campaign Contribution Disclosure:** Please disclose each **Campaign Contribution** made by your **Disclosure-Covered Employees** to the following persons/entities within the two (2) years preceding the date on which the **Consultant’s** proposal for **Covered Services** was submitted to the District:
  - i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both; or
  - ii. a **Candidate Political Committee** of a Lake County Board member.

Donor/ Disclosure-Covered Employee	Recipient of Donation	Donation Type (e.g., cash, in-kind service,)	Amount of Donation	Date of Donation

- c) **Familial Relationship Disclosure:** Please disclose each **Family Member** of your **Disclosure-Covered Employees** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member’s Position with District	Name of Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure-Covered Covered Employee to Family Member

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**IV. Required Disclosures for Consultants that are Not Publicly Traded Consultants:**

- a) **Campaign Contribution Disclosure:** Please disclose each **Campaign Contribution** made by your **Disclosure-Covered Owners** or **Disclosure-Covered Employees** to the following persons/entities within the two (2) years preceding the date on which the **Consultant's** proposal for **Covered Services** was submitted:
- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both; or
  - ii. a **Candidate Political Committee** of a Lake County Board member.

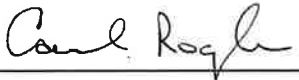
Donor/ Disclosure-Covered Owner or Disclosure-Covered Employee	Recipient	Description (cash, item, in-kind service, etc.)	Amount/ Value	Date Made
N/A				

- b) **Familial Relationship Disclosure:** Please disclose each **Family Member** of a **Disclosure-Covered Owner** or **Disclosure-Covered Employee** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Owner or Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure-Covered Owner or Disclosure Covered Employee to Family Member
N/A			

**V. Consultant Certification and Signature:**

By signing below, I certify that (i) I am authorized to make the disclosures above on behalf of **Consultant, Consultant's Disclosure-Covered Owners, and Consultant's Disclosure-Covered Employees**, (ii) I have read and understand this Consultant Disclosure Statement, (iii) the above disclosures are accurate and complete, to the best of my knowledge after making reasonable inquiry, and (iv) my signature below, if electronic, is intended to authenticate this writing and to have the same force and effect as a manual signature.

 CFO
 1/15/2021  
 \_\_\_\_\_  
 Name Date