

DATE: June 6, 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 Administration Services for Phase I of the Education Facility at Edward L. Ryerson Conservation Area to Lake Flato Architects, in the Contract Price of \$210,000.00.

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

FINANCIAL DATA: The Education Facility project was approved as part of the amended FY2022 Budget and FY2022 Capital Improvement Plan in the amount of \$5,178,000.00. The actual cost of the contract that would be approved by the attached Resolution (\$210,000.00) will be charged to account 20104100-803200-61410.

BACKGROUND: Through private funding, secured through the Preservation Foundation of the Lake County Forest Preserves, the Lake County Forest Preserve District (District) was able to engage Lake Flato Architects to design a site plan and schematic design for the new education facility at the Edward L. Ryerson Conservation Area. This facility will replace and expand the education programming that was previously offered at two recently removed log cabins which had reached the end of their useable life and did not comply with current accessibility codes. The new facility will be built as a net-zero energy performance building and a portion of the project will be funded from the Net Zero Energy Building Program offered by the Illinois Clean Energy Community Foundation (ICECF). Phase I of the proposed facility includes a 3,400 SF building with two classrooms, 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 administer the construction and to secure net zero certification for the new facility, the District requires architectural construction administration services to ensure that the building is constructed as designed and in accordance with the construction documents and specifications. The services include the review of contractor requests for information, review and approval of shop drawings and material submittals, preparation of supplemental instructions to clarify and elaborate design intent, attendance at Owner-Architect-Contractor meetings and site visits and coordination of the Passive House submissions and documentation requirements for full net zero certification. Construction of Phase I is anticipated to begin in June 2022 with an estimated summer 2023 opening.

Lake Flato Architects has been successfully working with the District for the past 18 months to prepare concepts, detailed design drawings and construction documents for the new facility. As the architect of record and based on the satisfactory work previously performed, staff recommends Lake Flato Architects as the highest qualified firm to provide the construction administration services.

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

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

**A RESOLUTION AWARDING A CONTRACT FOR CONSTRUCTION ADMINISTRATION
SERVICES FOR PHASE I OF THE EDUCATION FACILITY AT EDWARD L. RYERSON
CONSERVATION AREA TO LAKE FLATO ARCHITECTS**

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

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

WHEREAS, the Director of Planning and Land Preservation has solicited a proposal for the Services from Lake Flato Architects; and

WHEREAS, the District’s staff, the Purchasing Manager, the Director of Planning and Land Preservation, and the Planning Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal for the Services submitted by Lake Flato Architects is the proposal that is most advantageous to the District and (ii) award a contract for the Services to Lake Flato Architects in substantially the form attached hereto (the “Contract”) in an amount not to exceed \$210,000.00 (the “Contract Price”); and

WHEREAS, the Board of Commissioners hereby finds 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

WHEREAS, the District has a satisfactory relationship with Lake Flato Architects;

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 _____, 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. _____



Lake County
Forest Preserves

1899 West Winchester Road
Libertyville, Illinois 60048
PurchasingDept@LCFPD.org
847-367-6640

CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT
AND
LAKE FLATO ARCHITECTS
FOR
PHASE IIIB ARCHITECTURAL SERVICES
FOR THE
EDUCATION CENTER

EDWARD L. RYERSON CONSERVATION AREA

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**CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
LAKE FLATO ARCHITECTS
FOR
PHASE IIIB ARCHITECTURAL SERVICES FOR THE
EDUCATION CENTER

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 May 26, 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 II 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, within the confines of the Standard of Performance, 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

Within the professional obligations established by the Standard for Performance, 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 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
Title: Secretary

Alex Ty Kovach
Title: Executive Director

Attest/Witness

LAKE FLATO ARCHITECTS

By: _____
Title: _____

By: _____
Bob Harris
Title: Principal

ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:
Provide Phase IIIB architectural services for Net-Zero Education Center at Edward L. Ryerson Conservation Area, which services include but are not limited to Construction Services further described within the 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:

July 1, 2022

4. Completion Date:

May 1, 2023

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.
- 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:

Two-hundred and ten-thousand Dollars and Zero Cents
 (in writing)

\$210,000 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

PHASE IIIB ARCHITECTURAL SERVICES FOR THE
EDUCATION CENTER
EDWARD L. RYERSON CONSERVATION AREA

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.

PHASE IIIB ARCHITECTURAL SERVICES FOR THE
EDUCATION CENTER
EDWARD L. RYERSON CONSERVATION AREA

ATTACHMENT B - CONSULTANT'S SCOPE OF WORK

May 25, 2022

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

Dear Lisa,

Upon discussions with the Lake County Forest Preserve District, Lake|Flato is pleased to present this proposal for a new contract for Architectural **Construction Administration Services** for the Education Center at the Edward L. Ryerson Conservation Area including Lake|Flato Architects' and all Sub-Consultant Fees for "Phase 1" only in the sum of **\$210,000.00**.

Services included within the lump sum fee include those listed below by Lake|Flato (architecture) and in Exhibit A by Biohabitats (rainwater harvesting system only, wastewater construction administration to be administered under a separate agreement), the PHIUS Verifier (Eco Achievers), AEI (MEP), Desimone (Structural), and V3 (Civil).

The fees noted above assume the following:

- "Phase 1" definition:
 - Scope to include the North Building (Building "A" containing Classrooms A02 & A03), Screen Porch P01, adjacent exterior boardwalks and ramps, and site infrastructure as outlined in Construction Documents dated 03/04/2022.
- "Phase 2" definition:
 - Scope to include the South Building (Building "B" containing Classrooms B02 & B03), and adjacent exterior boardwalks and ramps.
- Additional work needed by the design team to coordinate PHIUS approvals is included; any additional fees required by *PHIUS* for Full-Certification are not included.
- All reimbursable expenses are included in the fixed fee above with no markups.
- The duration of construction is assumed to be 11 months plus 2 weeks of preconstruction activities and 2 weeks for project closeout, for a total of 12 months. In the event that the duration of construction extends beyond 12 consecutive months, Lake|Flato may continue to provide Construction Administration services at the request of the Owner under a separate agreement.
- Lake|Flato's fixed fee is anticipated to include up to 10 site visits total, based on a 12 month total construction duration.
- Lake|Flato is to be included on all construction-related correspondence that is relevant to the construction documents by the Owner and/or Construction Manager. Lake|Flato will determine what input or direction, if any, is needed when not specifically requested in order to provide a clear interpretation of the construction documents.

Lake|Flato's Construction Administration services for "Phase 1" shall include the following tasks.

- **RFI Reviews:** Lake|Flato will review contractor RFI's and coordinate timely reviews and responses with pertinent Sub-Consultants
- **Construction Submittal Reviews:** Lake|Flato will review and respond to shop drawings, material submittals, and product data submittals, as well as coordinate timely reviews and responses with pertinent Sub-Consultants
- **Preparation of ASI's:** Lake|Flato and their Sub-Consultants will prepare ASI's (Architect's Supplemental Instructions) when necessary to clarify or elaborate design intent to the construction manager and subcontractors

- **Owner, Architect, and Contractor (OAC) Meetings:** Lake|Flato will attend weekly virtual construction coordination meetings between the Owner, Architect, and Construction Manager
- **Pre-Construction Meetings:** Lake|Flato will participate in pre-construction meetings with subcontractors as needed
- **Enhanced Commissioning Support:** Lake|Flato will support enhanced commissioning scope with timely communication and coordination as necessary with Sub-Consultants, including items pertinent to PHIUS certification and reaching Net-Zero Energy
- **Site Meetings and Field Visits:** Lake|Flato will conduct visits to the construction site. These site visits will be coordinated with the OAC meetings when possible and will generally consist of the following tasks:
 - Review of on-site mockups
 - Observation of construction progress to review work for general conformance with the drawings & specifications
 - Generation of field reports as a primary means to communicate unsatisfactory work to the construction manager and Owner, as well as a record of general construction progress to be distributed to the project team
- **Substantial Completion Walkthrough:** Lake|Flato will conduct an in-person punch list walk through at substantial completion to be followed by a field report
- **Final Completion Walkthrough:** Lake|Flato will conduct an in-person punch list walk through at final completion to be followed by a field report
- **PHIUS Certification:** Lake|Flato will coordinate all submission and documentation requirements to meet PHIUS full-certification during the 12 month construction period to include:
 - Coordination of PHIUS-specific in-person site inspections & testing in conjunction with the PHIUS verifier, the Construction Manager, and key Sub-Contractors
 - Completion of full certification compliance checklists in coordination with the PHIUS verifier to include:
 - PHIUS Workbook
 - ESMFNC (Energy Star Multifamily New Construction), to include:
 - ESMFNC Design Review Checklist
 - ESMFNC Rater Field Checklist
 - ESMFNC Water Management Checklist
 - IAP (Indoor AirPlus), including low-emitting products documentation
 - ZERH (Zero Energy Ready Homes)
 - Completion of all final certification supplemental documentation (in addition to the above compliance checklists) required by PHIUS to include:
 - Revisions to drawings necessary for PHIUS verification
 - Revisions to datasheets & specifications based on selected products & equipment for PHIUS verification
 - WUFI energy model
 - THERM analysis
 - Compliance tracking calculators outside of the primary energy model including:
 - Fastener Correction Calculator
 - Non-Residential Occupancy Calculator
 - Building Utilization Narrative
 - HSPF Deration & Multiple Heat Pumps Calculator
 - Lighting Utilization Summary
 - PV Watts Output Summary
 - Thermal Bridge PSI-Value Calculator

Additional Services:

Additional services outside of the fees and scope mentioned above may be provided on an hourly basis. Please note hourly rates subject to change on an annual basis.

Lake|Flato Architect's 2022 hourly billing rates are as follows:

Partner	\$375.00
Associate Partner	\$230.00
Associate	\$210.00
Project Architect	\$185.00
Project Director	\$165.00
Project Designer	\$145.00
Designer	\$120.00
Intern	\$75.00



Matt Wallace, AIA, LEED AP BD+C
Associate Partner
Lake|Flato Architects, Inc.

05.25.2022

Date

Exhibit A – Sub-Consultant Construction Phase Services

Biohabitats Construction Phase and Startup and Training Services – Rainwater Harvest System

Wastewater Construction Administration is not included in this proposal, and is to be administered under a separate agreement

Construction Phase

- Biohabitats will provide CA/CO services through a combination of meetings; telephone consultations and electronic communication; review of submittals, RFIs, site reports, test reports, digital photographs, and other documentation; and site visits. Some of these services are a requisite component of the project and are needed to certify the completed construction and provide documentation that may be required in association with the project permits.
- Biohabitats requires a pre-construction meeting between the Contractor and their sub-contractors,
- Owner or Owner's Representative, and Engineer to assist the contractor with questions and establish clear lines of communication and feedback throughout the construction and commissioning process.
 - Participate in up to four (4) online or phone progress meetings/calls during the construction period
 - Participate in pre-construction meeting with the contractor and project team by non-local technical staff.
 - Review and provide feedback on schedule of submittals, project schedule, and field reports.
 - Review all submittals required by Biohabitats' specifications; including (but not limited to) shop drawings, test reports, product samples, installer qualifications, etc.
 - Respond to all RFIs related to Biohabitats' design scope.
 - Issue field orders and change orders as needed and review change order proposals from Contractor.
 - Review all progress documentation required by specifications (including digital photos), field reports and schedules related to its design scope.
 - Deliverables:
 - RFI and submittal responses
 - Preconstruction meeting summary notes
 - Observation Reports.
 - Documentation required to certify completion of construction of outlined infrastructure

Startup & Training Phase

CO and Functional Testing is not included in this proposal, however, may be added as an additional service as determined in a future agreement.

PHIUS Verifier Construction and Completion Phase Services

Construction Phase

- Task 1: Facilitate a Pre-construction Coordination Meeting, which shall occur at the beginning of construction with key subcontractors (MEP + Insulation) to discuss trade responsibilities.
- Task 2: Review construction project schedule for inclusion of PHIUS-related milestones and required inspections.
- Task 3a: Conduct on-site verification of sub slab insulation prior to slab pour per PHIUS requirements. This can also be done via photos/video call with the project team. At a minimum, photos must include insulation R-value, measured depth of insulation (with a ruler), and all slab perimeter and corner details
- Task 3b: Project Inspections Prior to Insulation Installation
 - Eco Achievers or designated qualified agent will perform a visual inspection of foundation during construction to evaluate the completeness, quality, and integrity of the pressure envelope. A PRE-insulation (aka framing) site visit will be conducted to visually evaluate the quality of the air-seal of exterior elements/components of the structure PRIOR to concealment

- by insulation, drywall, plumbing fixtures, cabinetry, etc. Certification measures will also be reviewed at this time.
 - NOTE: Architect must furnish timely (minimum 5-day prior) notice to phius Verifier in order to allow for timely inspections.
- Task 3c: Insulation and/or Pre-Drywall Inspection
 - Eco Achievers will perform a visual and probed inspection of interior and exterior insulation of all wall assemblies. Installation must meet Grade 1 per RESNET guidelines. Onsite review of ESMFNC Thermal Enclosure Checklist conducted to ensure credits are in place.
- Task 3d: Mid-construction whole building blower door testing. To be completed once the full exterior envelope is complete and air sealed. Eco Achievers shall have full control of the building during whole building blower door testing. HVAC contractor must be present.
- Task 4: Provide a summary email or report after each inspection outlining the findings, deficiencies, and recommended corrective actions.
- Phase includes up to four (4) site visits.
- Primary Deliverables:
 - Certification review meeting (up to 2 hours) with pre-construction team.
 - Verbal identification during inspection of defects needing correction, with written notes and photos to follow.
 - Completed construction phase ESMFNC, IAP, and phius checklists.

Completion Phase

- Task 1: Testing and Balancing (TAB) Compliance Visit. Eco Achievers will be present during TAB work (which is to be done by others) to visually verify contractor measurements. Contractor's equipment must be calibrated at time of visit and must show, per manufacturer's guidelines, the ability to properly measure required design flows.
- Task 2: Upon completion, conduct final testing and verification per ESMFNC, ZERH, IAP, and phius certifications. Includes whole building blower door testing, space conditioning and ventilation verification, central HVAC compliance, photo documentation, etc. Testing shall be completed prior to occupancy; otherwise additional testing fees will apply.
 - Mechanical contractor must be on site during final testing visit.
 - EA shall have full control of the building during whole building blower door testing.
 - As-built drawings must be submitted prior to visit; at a minimum, lighting, ventilation, and space conditioning ductwork to be submitted prior to visit.
 - Services do NOT include commissioning of the mechanical systems or the balancing of ventilation or space conditioning register flows.

AEI (MEP) Construction Administration Services

- Ensure proper interpretation and implementation of MEP design throughout the construction process, including the following deliverables:
 - Field Services
 - Consultation
 - Document Interpretation
 - Submittal review
 - Document Clarification Construction Bulletin Proposal Review
 - Document Clarification Construction Bulletin Preparation
 - Response to Contractor Field Questions
 - Review of Pay Requests
 - Test Results Review
 - Substantial Completion and Project Close-out activities

Structural (Desimone) Construction Administration Services

- Attend structural contractor descoping meetings.
- Attend Preconstruction meetings with concrete subcontractor as required by the project.

- Review structural shop drawings for general conformity with the intent of the contract plans and specifications. Such a review does not indicate approval of dimensions, quantities, coordination with other trades, nor work methods of the contractor, which are indicated thereon.
- Review the contractor's structural submittals other than the shop drawings, including concrete mix designs and product data, for conformance with the construction document requirements.
- Provide consultation to the contractor for the clarification of structural design details, including response to RFIs, and will provide structural bulletins as required to clarify construction requirements.
- Provide structural observation during the structural construction effort. This will consist of 1-2 site visits to observe the general progress of construction at critical stages, and to form an opinion as to the extent with which the contractor is conforming to the design intent.
- Following each field observation, DeSimone will provide a structural report documenting our on-site observations. This is not intended to serve as Special Inspection services or as an alternative to services normally provided by testing agencies.
- Review special inspection and testing reports prepared by the Owner's Special Inspection agency and testing laboratory under the specifications.

V3 (Civil) Construction Administration Services

- V3 will make up to 3 site visits in order to observe if site construction is being completed in general accordance with the Contract Documents. The timing of the site visits will be coordinated with the CLIENT.
 - V3 will provide a final punch list summary report to the CLIENT after the final site visit to document field observations and provide any recommendations for outstanding site work, if requested.
 - Construction phase services do not include attendance at weekly project meetings or soil erosion control inspections as part of the Stormwater Pollution Prevention Plan requirements for the IEPA NPDES permit.
 - V3 shall not be responsible for construction means and methods or safety practices while on the job site.
- V3 will review shop drawings and other data that the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information provided in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- V3 will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- V3 will review Record Drawings provided by others for general conformance with the Contract Documents and issue a statement as to whether or not the project was constructed in substantial conformance with the design intent of the project. Record Drawing preparation is not included in this scope of work.

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	bmathis@lcfpd.org
Randy Seebach	Director of Planning and Land Preservation	847-968-3262	847-489-6178	rseebach@lcfpd.org

2. KEY PROJECT PERSONNEL – CONSULTANT

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	EMAIL
Matt Wallace	Project Lead	210-679-2346	206-792-6876	mwallace@lakeflato.com
Bob Harris	Principal in Charge	210-227-3335	210-563-3021	rharris@lakeflato.com
JT Schaffhauser	Project Designer		601-260-9156	jschaffhauser@lakeflato.com