THE CITY OF LAKE FOREST CITY COUNCIL AGENDA

Monday, June 1, 2020 at 6:30pm

REMOTE ACCESS MEETING

Please be advised that all of the City Council members will be remotely attending this City Council meeting by electronic means, in compliance with Governor's Executive Order 2020-07, issued on March 16, 2020, that suspended certain Open Meetings Act provisions relating to in-person attendance by members of a public body. Specifically, the Governor's Order: (1) suspends the requirement in Section 2.01 that "members of a public body must be physically present;" and (2) suspends the limitations in Section 7 on when remote participation is allowed. This Executive Order is effective the duration of the Gubernatorial Disaster proclamation.

The City will be providing members of the public with various opportunities to watch or participate in this meeting. For example, members of the public can participate remotely in the meeting by following the following link https://us02web.zoom.us/j/85952589343 alternatively, members of the public can watch the meeting on Channel 17. The City of Lake Forest will update the website and social media after the meeting with information about the meeting.

Honorable Mayor, George Pandaleon

James E. Morris, Alderman First Ward Jennifer Karras, Alderman First Ward Melanie Rummel, Alderman Second Ward Edward U. Notz, Jr., Alderman Second Ward Jim Preschlack, Alderman Third Ward Ara Goshgarian, Alderman Third Ward Raymond Buschmann, Alderman Fourth Ward Eileen Looby Weber, Alderman Fourth Ward

CALL TO ORDER AND ROLL CALL

6:30pm

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

- A. Phase 3 Reopening Outdoor Business Activities
 - Catherine Czerniak, Director of Community Development
- B. 2020 Spring Legislative Session Summary
 - Elizabeth Holleb, Finance Director

2. COMMENTS BY CITY MANAGER

- A. Community Forum COVID 19
 - Jason Wicha, City Manager

- C. Phase 3 Reopening City BuildingsDeSha Kalmar, HR Director
- 3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

Members of the public can provide public comment by calling into the following number during the meeting: 847-810-3643

- 4. COMMITTEE REPORTS
- 5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
 - Approve the Extension of the Mayor's Declaration of a Local State of Emergency until the next City Council Meeting

STAFF CONTACT, Jason Wicha, City Manager

PURPOSE AND ACTION REQUESTED: It is requested that the City Council extend the Declaration to the next City Council meeting.

BACKGROUND/DISCUSSION: Over the past month, the U.S. Government and the State of Illinois have issued multiple orders declaring a state of emergency over the country and the State of Illinois in order to address the impact from the global pandemic from COVID-19. In order to address the impact this pandemic has had on the City of Lake Forest, Mayor Pandaleon exercised his authority to issue a Declaration of a Local State of Emergency on Saturday, April 4, 2020. At the April 6, 2020 City Council meeting, the City Council extended the Declaration to the next City Council meeting which was May 18, 2020.

In order to ensure that the emergency powers authorized by the local declaration remain in effect where necessary, the Mayor is asking the City Council to further extend the Declaration of a Local State of Emergency until the next City Council meeting that takes place after the June 1, 2020.

REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	5/18/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	5/4/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	4/20/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	4/6/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
	4/4/2020	Mayor Pandaleon exercised his authority to issue a Declaration of a Local State of Emergency

BUDGET/FISCAL IMPACT: N/A

<u>COUNCIL ACTION:</u> Approve the extension of the Mayor's Declaration of a Local State of Emergency until the next City Council Meeting

 Consideration of a Resolution in Support of Temporary Outdoor Business Activities, Waiver of Annual Health License Fees and Ratifying Approvals Granted to Date. (Approval by Motion)

STAFF CONTACT:

Catherine Czerniak, Director of Community Development (810-3504)

PURPOSE AND ACTION REQUESTED: City Council is asked to consider a Resolution directing staff to take various actions in support of local businesses in response to Governor Pritzker's recent announcement that restaurants may expand services to include outdoor dining.

BACKGROUND/DISCUSSION: In anticipation of businesses re-opening and expanding beyond the current curbside customer service being offered, City staff has been in contact with business owners to discuss opportunities for outdoor business activities. Outdoor dining already occurs at most local restaurants and is permitted by the Code. Increasing the outdoor space available for tables in order to accommodate the required separation distances can be achieved by expanding into privately owned parking lots in some cases and on to portions of public rights-of-way in other areas. The plans discussed to date maintain areas for curbside pick-up adjacent to restaurants, a service that is likely to be in demand for those who chose to continue to stay at home.

City staff has invited businesses to submit simple site plans for outdoor dining or other activities for review. The plans are considered from a public safety perspective and from the perspective of balancing the interests of neighboring businesses and the general public to the extent possible. The expanded outdoor dining areas are a temporary condition and the solution in each case is likely to be imperfect however, during this unprecedented time, staff is working to be creative, flexible and responsive. If issues or concerns arise, staff will work with the business owners to find a resolution. The temporary approvals as currently proposed, extend through the month of June with the expectation that at the City's discretion, and if no significant problems with individual setups occur, the approvals will be extended until indoor dining is authorized in a later phase of the Restore Illinois Plan.

To further support restaurants, food stores and related businesses, staff recommends that annual fees for health licenses be waived. The Code requires businesses serving food to renew health licenses annually. Staff recommends that for Fiscal Year 2021, licenses be automatically renewed, without payment of a fee. Fees are based on the nature and size of the business and range from \$50.00 to \$600.00 per business annually.

Although restaurants and specialty food and drink establishments are most likely to take advantage of the ability to more fully use outdoor spaces, the Resolution included in the Council packet also provides the flexibility for staff to explore opportunities for outdoor activities with other types of businesses. For instance, retail stores may want to use a "sidewalk sale" type approach and some service businesses may want to offer limited classes or other activities outside. The Resolution as presented is intended to authorize the City

Manager and City staff to respond quickly to unique requests during this unprecedented time.

The Resolution is included in the Council packet beginning on **page 15** and in summary:

- Authorizes the City Manager to approve temporary outdoor business activities subject to review of site plans and as appropriate, subject to conditions.
- Authorizes the City Manager to approve temporary use of limited areas of rights-ofway by private businesses for the purpose of expanding customer service.
- ➤ Directs that limited barricades and signage by provided by the City, at no cost to businesses, in the interest of public safety.
- ➤ Directs that annual fees for health licenses be waived for Fiscal Year 2021 for certain businesses.

BUDGET/FISCAL IMPACTS: The loss of revenue to the City as a result of the waiver of annual Health License fees for fiscal year 2021 based on businesses that currently hold a health license is estimated at \$15,650.

<u>COUNCIL ACTION:</u> Approve a Resolution in support of Temporary Outdoor Business Activities, Waiver of Annual Health License Fees and Ratifying Approvals Granted to Date

3. Approval of the May 18, 2020 City Council Meeting Minutes

A copy of the minutes can be found beginning on page 18

<u>COUNCIL ACTION</u>: Approval of the May 18, 2020 City Council Meeting Minutes.

4. Approval of the Check Register for the Period of April 25 – May 22

STAFF CONTACT: Elizabeth Holleb, Finance Director (847-810-3612)

BACKGROUND/DISCUSSION: City Code Section 38.02 sets forth payment procedures of the City. The Director of Finance is to prepare a monthly summary of all warrants to be drawn on the City treasury for the payment of all sums due from the City (including all warrants relating to payroll and invoice payments) by fund and shall prepare a detailed list of invoice payments which denotes the person to whom the warrant is payable. The warrant list detail of invoice payments shall be presented for review to the Chairperson of the City Council Finance Committee for review and recommendation. All items on the warrant list detail recommended for payment by the Finance Committee Chairperson shall be presented in summary form to the City Council for approval or ratification. Any member of the City Council shall, upon request to the City Manager or Director of Finance, receive a copy of the warrant list detail as recommended by the Finance Committee Chairperson. The City Council may approve the warrant list as so recommended by the Finance Committee Chairperson by a concurrence of the majority of the City Council as recorded through a roll call vote.

The Council action requested is to ratify the payments as summarized below. The associated payroll and invoice payments have been released during the check register period noted.

Following is the summary of warrants as recommended by the Finance Committee Chairperson:

Check Register for April 25 - May 22, 2020

	Fund	Invoice	Payroll	Total
101	General	486,773	1,519,124	2,005,898
501	Water & Sewer	104,996	180,485	285,482
220	Parks & Recreation	114,818	388,625	503,443
311	Capital Improvements	504,439	0	504,439
202	Motor Fuel Tax	0	0	0
230	Cemetery	87,737	29,366	117,103
210	Senior Resources	2,746	25,945	28,691
510	Deerpath Golf Course	2,416	2,935	5,351
601	Fleet	44,672	57,396	102,068
416 - 433	Debt Funds	1,826	0	1,826
248	Housing Trust	0	0	0
201	Park & Public Land	3,798	0	3,798
	All other Funds	615,006	181,732	796,738
		\$1,969,227	\$2,385,609	\$4,354,836

The subtotal for "All other Funds" includes \$124,802 for Parks equipment replacement, \$67,140 for Liability Insurance claims and \$218,777 for Medical/Dental Plan expenses.

COUNCIL ACTION: Approval of the Check Register for the Period of April 25 – May 22

 Consideration of an Ordinance Amending the City of Lake Forest Liquor Code, to increase the number of Licenses available in Class C-1 and C-3. (First reading and if appropriate final approval)

STAFF CONTACT: Margaret Boyer, City Clerk, 847-810-3674

PURPOSE AND ACTION REQUESTED: At the direction of the City's Liquor Commissioner, Staff is requesting consideration of an Ordinance amending the Liquor Code to include one additional Class C-1 and one additional C-3 License.

BACKGROUND AND DISCUSSION: The Liquor Commissioner received a letter of intent from The Gallery, an established restaurant located at 202 E. Wisconsin Ave., requesting a change to its liquor licensing. The Gallery has requested a Class C-1 and C-3 License that would allow for full liquor sales instead of only beer and wine. Currently the Gallery holds an A-4 which authorizes the retail sale of beer and wine only in their original package during limited hours and an I-2 which authorizes the service and consumption of bring-your-own-beverages on the licensed premises.

The proposed ordinance can be found beginning on **page 27**. It is important to note that without further action of the City Council, the maximum number of licenses in any class shall be automatically reduced by one upon the expiration, revocation or non-renewal of an existing license in any such license class. In this case the number of A-4 licenses will be reduced by one.

As the Council is aware, the issuance of liquor licenses is under the purview of the City's Liquor Commissioner and the Mayor serves in that role. However, the City Code only authorizes a specific number of liquor licenses and historically, this number coincides with the current number of licenses issued.

When new requests for liquor licenses are submitted, and after review by the Liquor Commissioner and a determination that the Issuance of a license is appropriate, the City Council is asked to consider an amendment to the Liquor Code.

BUDGET/FISCAL IMPACT: The fiscal impact of adding two additional licenses would have a positive impact on liquor license revenues.

<u>COUNCIL ACTION</u>: Consideration of an Ordinance Amending the City of Lake Forest Liquor Code, to increase the number of Licenses available in Class C-1 and C-3. (First reading and if appropriate final approval)

 Approval of Parks & Recreation Board Recommendation to Enter Into a Contract with U.S. Tennis Court Construction Co. for the Resurfacing of Four Tennis/Basketball Courts at Waveland Park

STAFF CONTACT: Chuck Myers, Superintendent of Parks & Forestry, 810-3565

PURPOSE AND ACTION REQUESTED: The Parks & Recreation Board and staff requests approval to enter into a contract with U.S. Tennis Court Construction Co. for resurfacing tennis and basketball courts at Waveland Park.

BACKGROUND/DISCUSSION: On April 22, 2020, City staff performed a bid opening for the resurfacing of the three tennis courts and one basketball court at Waveland Park. These courts were constructed in 2011 are now showing signs of normal aging due to weather effects, water pooling and frequent use. The repair and resurfacing process will include power washing all courts, filling smaller cracks with crack filler or larger cracks (greater than 0.5 inches) with Armor Crack patching material, grinding of surface to level, filling all low spots that hold water, and multiple applications of acrylic court surfacing filler and color coating surfacing compound.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Parks & Recreation Board	05/19/20	Recommend Approval

BUDGET/FISCAL IMPACT: Funding for the Waveland Park tennis/basketball court resurfacing project is budgeted in the FY2021 CIP (Parks & Public Land Fund). Staff received two bids for the tennis/basketball court repairs as detailed below. If this contract is awarded, the work will be completed by September 30, 2020.

Has competitive pricing been obtained for proposed goods/services? Yes

Recommended Bidder/Proposer is BOLDED

Company Name	Dollar Amount Bid
U.S. Tennis Court Construction Co.	\$33,100
American Seal Coating of Indiana	\$35,300

City staff is recommending that the project be awarded to U.S. Tennis Court Construction Co., based on qualifications and excellent reference checks.

The cost for the resurfacing is \$33,100 and we are also requesting an additional \$1,900 for contingency (6%), for a total request of \$35,000.

Below is an estimated summary of Project budget:

FY2021 Funding Source	Amount	Amount	Budgeted?
	Budgeted	Requested	Y/N
Park & Public Land Fund	\$30,000	\$35,000*	Υ

^{*}The additional \$5,000 that was not budgeted will come from savings in another FY2021 Park & Public Land Fund project.

<u>COUNCIL ACTION:</u> Approval of Parks & Recreation Board Recommendation to Enter Into a Contract with U.S. Tennis Court Construction Co. for the Resurfacing of Four Tennis/Basketball Courts at Waveland Park.

 Approval and authorization for the City Manager to enter into a Two-Year Professional Services Agreement with Bureau Veritas of Owings Mills, Maryland, to Provide Facility Condition Assessments and Maintenance Plans for Various City-Owned Buildings in a Total Amount not to exceed \$83,476.

STAFF CONTACTS:

Mike Strong, Assistant City Manager (810-3680) and Dan Martin, Superintendent of Public Works (810-3561)

PURPOSE AND ACTION REQUESTED: Staff requests approval for the City Manager to enter into a Two-Year Professional Services Agreement with Bureau Veritas to provide Facility Condition Assessment services and develop maintenance plans for various city-owned buildings. The purpose of conducting a FCA is to analyze the condition of a facility so that a long-term preventative maintenance and capital replacement schedule can be developed to identify and forecast future budgetary needs.

PROJECT REVIEW/RECOMMENDATIONS:

Milestone	Date	Comments
Public Works Committee	5/26/2020	Reviewed and Recommended Approval
Vendor Interviews	5/07/2020	Finalist Vendors Interviewed
Vendor Proposals Submitted	2/28/2020	Proposals Received & Reviewed (12 Proposals Submitted)
Capital Workshop	11/12/2019	Discussed Scope of the Project

BACKGROUND/DISCUSSION: Capital planning is an essential component of the development of the City's annual Comprehensive Fiscal Plan which aims at ensuring adequate capital spending levels to maintain the performance and continued use of the City's capital assets. Capital assets are referred to as assets that are used in operations and that have initial useful

lives extending beyond a single reporting period and typically include components and subcomponents of major facilities, infrastructure, equipment and networks that enable the delivery of public services.

The City's current approach has been to establish replacement values for these assets, based upon their estimated useful lives. While it is optimal that all assets be replaced at the end of their useful life, the City has had to allocate its capital resources each year based on its highest or most critical needs. This has led to a reliance on preventative maintenance programs in order to extend the useful life of the City's capital assets. City facilities has been one asset category that has relied heavily on preventative maintenance planning to ensure that structures and envelopes (e.g. roofs, walls, windows, foundations), building systems (e.g. plumbing, HVAC, electrical), and interiors (e.g. doors, flooring, paint, etc.) remain in safe repair and good condition.

The Building Maintenance Section of Public Works is primarily responsible for the ongoing maintenance of the City's buildings and facilities and development and implementation of their respective day-to-day maintenance and preventative maintenance plans. These include, among others, regularly scheduled roof inspections, weekly building checks, annual maintenance contracts for HVAC and other building systems, janitorial service oversight, and management of annual capital replacement projects.

In an effort to minimize the City's long-term exposure and fully understand each facility's condition, maintenance priorities, and capital replacement needs, funding is included in the FY2021 and FY2022 capital budget to support comprehensive FCAs for various city-owned facilities. These assessments will provide a road map to plan, budget, and implement the required improvements necessary to keep the facilities safe and functional and void of potential life safety concerns. This study entails inspecting and assessing the condition of public buildings and its sub-components, and prioritizing a 10-year capital replacement program for each.

In February 2020, a Committee of City staff initiated a competitive Request for Proposal (RFP) process to select an experienced firm to conduct facility condition assessments for twenty-five (25) City facilities over a two-year period. The City received thirteen (13) proposals which were evaluated on timeliness and completeness of their response, compliance with desired implementation schedule and timeline, the firm's expertise and experience, quality and impression of their sample maintenance plan report, and value of their cost proposal. Two finalists, Bureau Veritas (Owings Mills, MD) and ISES Corp (Duluth, GA), separated from the group and were interviewed by the Committee.

Upon interviews and evaluation of the finalist firms, including reference checks, staff is recommending Bureau Veritas as the successful vendor for the RFP to perform the facility condition assessments. Although not the lowest proposal received, staff feels cost savings will be realized in selecting Bureau Veritas due to their technical expertise and experience to conduct such comprehensive studies and provide them in a timely manner. In addition, Bureau Veritas is offering access to a comprehensive proprietary asset management database to assist the City in developing long-range maintenance and capital replacement plans for each facility.

BUDGET/FISCAL IMPACT: The FCA would be conducted on twenty-five city-owned facilities over a two-year period.

Has City staff obtained competitive pricing for proposed goods/services? Yes

The following is the summary chart of the finalists' proposal costs, and overall scoring

Vendor	Evaluation Scoring	Year 1 Total Fee	Year 2 Total Fee	Total Fees (2 Year Cost)
Bureau Veritas	9.40	\$36,549	\$46,927	\$83,476
ISES Corporation	9.13	\$47,615	\$70,940	\$118,555
PROGEA	8.99	\$37,000	\$47,000	\$84,000
NPC	8.90	\$29,950	\$39,050	\$69,000
AMERSCO	8.76	\$13,077	\$27,406	\$40,483
Wold Architects	8.66	\$12,250	\$16,250	\$28,500
AEI	8.60	\$17,296	\$23,496	\$40,792
TRIA Architecture	8.53	\$23,400	\$41,500	\$64,900
NOVA	8.35	\$40,000	\$53,500	\$93,500
Cordogan Clark	8.24	\$26,040	\$46,484	\$72,524
STANTEC	8.09	\$216,502	\$285,227	\$501,729
Williams Architects	7.96	\$126,500	\$165,100	\$291,600
FGM Architects	7.89	\$82,776	\$112,568	\$195,344

Below is an estimated summary of the Project Budget:

FY2021 Funding Source	Amount	Amount	Budgeted
	Budgeted	Requested	Y/N
Capital Improvement Fund	\$75,000	\$36,549	Yes

FY2022 Funding Source	Amount	Amount	Budgeted
	Budgeted	Requested	Y/N
Capital Improvement Fund	\$75,000	\$46,927	Yes

In addition to the evaluation results and explanation above, Bureau Veritas portrayed the following qualifications:

Diverse and local technical staff and project management support;

Experienced in ADA requirements;

Development of facility condition indices and performance measures for each building; and Reasonable cost on the proposed scope of work

Staff checked references for Bureau Veritas and found them to be satisfactory and is recommending approval of an Agreement for a two-year (2) period to complete comprehensive facility condition assessments, a copy of which is included beginning on **page 31**.

<u>COUNCIL ACTION</u>: Approval and authorization for the City Manager to enter into a Two-Year Professional Services Agreement with Bureau Veritas of Owings Mills, Maryland, to Provide

Facility Condition Assessments and Maintenance Plans for Various City-Owned Buildings in a Total Amount not to exceed \$83,476.

<u>COUNCIL ACTION:</u> Approval of the seven (7) omnibus items as presented.

6.	ORDINANCES				
----	------------	--	--	--	--

7. OLD BUSINESS

 Approval of an Intergovernmental Agreement Between The City of Lake Forest and the Illinois Department of Transportation for the Rte. 41 & Deerpath Pump Station Project

PRESENTED BY: Michael Thomas, Director of Public Works (810-3540)

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff are recommending City Council's approval of an intergovernmental agreement (IGA hereafter) between The City of Lake Forest and the Illinois Department of Transportation (IDOT hereafter) for the Rte. 41 & Deerpath Pump station Project.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	5/26/2020	Reviewed & Recommended Approval
Public Works Committee	12/10/2019	Project Update

BACKGROUND/DISCUSSION: The City and State have been working together for the past eight years on a project to upgrade the storm sewer pump station located under the south bridge abutment at Route 41 & Deerpath Road. The proposed replacement pump station would be located on the southwest corner of Ahwahnee Lane and Deerpath Road. Miscellaneous storm sewer and roadway improvements are proposed along Deerpath Road from 100 feet west of Westmoreland Road to 750 feet west of Golf Lane. Additionally, storm sewer, retaining wall, and two detention ponds will be created on Deerpath Golf Course. Storm sewer and related drainage work will also be constructed across and along the entrance and exit ramps and mainline Route 41 to a point approximately 275 feet north of Deerpath Road. Additional drainage work will be constructed along the exit ramp on the south side of Deerpath Road to a point approximately 165 feet south of Deerpath Road.

BUDGET/FISCAL IMPACT: The proposed IGA provides the City funding to design and construct the restored landscapes for both the Deerpath Golf Course and the pump station property, totaling \$693,083. The City's golf course design architect has developed a plan that incorporates the two new ponds into holes 1, 17, and 18. The City requested the reimbursement to ensure that both locations will be restored in a manner that is acceptable to the City. With regards to the pump station property at Ahwahnee & Deerpath, approximately 97 trees will be replaced by the City at selected locations within the improvement corridor.

Section seven of the attached IGA notes that the City can request 80% of the total funding amount upon final completion of the IDOT storm water work that is specifically on Deerpath Golf Course (e.g. the two ponds, the storm sewer connecting the two ponds, etc.). The remaining 20% can be requested at the conclusion of the City's restoration work. A copy of the IGA can be found on **page 92**.

<u>COUNCIL ACTION</u>: Approval of an Inter-Governmental Agreement Between The City of Lake Forest and the Illinois Department of Transportation for the Rte. 41 & Deerpath Pump Station Project

8. **NEW BUSINESS**

 Award of Bid for the Rosemary Road Ravine Project to V3 Construction Group in the Amount of \$509,650 to Include Authorization for a 10% contingency for a Total of \$560,615.

PRESENTED BY: Jim Lockefeer, Public Works Management Analyst (810-3542)

PURPOSE AND ACTION REQUESTED: The Public Works Committee and City staff requests an award of bid for the Rosemary Road Ravine Project to V3 Construction Group in the amount of \$509,650 to include authorization for a 10% contingency for a total of \$560,615.

BACKGROUND/DISCUSSION: During the summer of 2018, City staff identified a sinkhole adjacent to the Rosemary Road ravine bridge. The ravine bridge is located just east of Thorne Lane. Upon further inspection of the area, it was discovered that the cause of the sinkhole was from a failure and collapse of several sections of the interior brick culvert wall that crosses under the Rosemary Road bridge. The existing culvert was built in place using brick and mortar construction as part of the infrastructure improvement to build a road over the ravine approximately 80 years ago. Due to the failed sections of the culvert wall, the ground above the stormwater culvert has settled causing the sinkhole to form. The ravine slope and the stormwater culvert are in need of repair in order to protect the structural integrity of Rosemary Road.

On June 17, 2019, City Council approved a design services agreement with Hey and Associates, Inc. to provide engineering design services for the Rosemary Road Ravine Project. Hey and Associates, with the assistance and direction from City staff, completed a comprehensive design to repair the failed sections of the culvert. The project design also features adjacent ravine bank stabilization with natural stone for stormwater energy dissipation and the restoration of the project area with all native plant materials. There were no added or increased stormwater flows from this design. Following the completion of the design, the construction of the project was budgeted for through the FY21 CIP budgeting process.

On May 18, 2020 City Council approved of a Resolution committing \$280,307.50 of local funds for the 2020 Rebuild Illinois Fast-Track Public Infrastructure Program in order to submit a Rosemary Ravine Project application in hopes of receiving a 50%/50% grant award. After a review of the Fast-Track Public Infrastructure Program guidebook, City staff identified the

Rosemary Ravine Project as a candidate project for this program. Staff anticipates grant awards to be announced in June of 2020.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	5/26/2020	Reviewed & Approved Award of Bid
Finance Committee Budget Workshop	3/12/20	Reviewed as Part of FY21 Budget
City Council	6/17/19	Approved Project Design Services
Public Works Committee	6/11/19	Reviewed & Recommended City Council Approval for Project Design Services

BUDGET/FISCAL IMPACT: The project was originally bid in late February of 2020 with the bids opened on March 11, 2020. In total, three bids were received. Unfortunately, all three bids came in well over the City's budget for the project. All three bids came in significantly over the engineer's estimate related to one design line item, earth excavation. Originally, the project design called for the repair of the existing concrete headwall adjacent to Rosemary Road. In order to repair the headwall, each of the bidding firms identified costs well above the original engineer's estimate for earth excavation. These high earth excavation costs were associated with unanticipated trenching and shoring needs to safely repair the existing headwall. Due to the budget overages, City staff rejected all bids and worked with the engineering design firm, Hey and Associates, on a redesign to address the issue. Ultimately, City staff and the design team decided to remove the large concrete headwall and appropriately regrade the slope adjacent to the roadway down to the ravine bed. City staff and the design team estimated large reductions in earth excavation costs and found that the regraded area would provide the same structural integrity as the existing headwall. City staff and the design team also believe that the removal of the large concrete headwall and subsequent regrading of the slope will be far more natural looking and aesthetically pleasing after planting the regraded slope with native plant materials.

On May 1, 2020, the project was again publically bid and the bids were opened on May 15, 2020. In total, three bids were received as outlined below.

Has City staff obtained competitive pricing for proposed goods/services? Yes

Company Name	Dollar Amount Bid
V3 Construction Group	\$509,650
EarthWerks Land Improvement & Development Corp	\$606,351
Misfits Construction Company	\$827,235

Following the review of apparent low bid from V3 Construction, staff found V3 Construction to have a great deal of local experience in completing ravine and similar bank stabilization projects. All of V3 Construction's references shared very positive experiences and reviews with City staff.

Below is an estimated summary of Project budget:

FY2021 Funding Source	Amount	Amount	Budgeted?
	Budgeted	Requested	Y/N
Capital Improvement Fund	\$700,000	\$560,615	Υ

If awarded, work for this project is expected to begin in June and will be completed by the end of August. Upon award, City staff will work with V3 Construction on a final project schedule. As with many CIP projects, a City Engineering Assistant will manage and oversee the project.

<u>COUNCIL ACTION:</u> Award of bid for the Rosemary Road Ravine Project to V3 Construction Group in the amount of \$509,650 to include authorization for a 10% contingency for a total of \$560,615

9. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS

10. ADJOURNMENT

A copy of the Decision Making Parameters can be found beginning on **page 14** of this packet.

Office of the City Manager

May 27, 2020

The City of Lake Forest is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are required to contact City Manager Jason Wicha, at (847) 234-2600 promptly to allow the City to make reasonable accommodations for those persons.



THE CITY OF LAKE FOREST

DECISION-MAKING PARAMETERS FOR CITY COUNCIL, AND APPOINTED BOARDS & COMMISSIONS Adopted June 18, 2018

The City of Lake Forest Mission Statement:

"Be the best-managed, fiscally-responsible and appealing community and promote a community spirit of trust, respect and citizen involvement."

The Lake Forest City Council, with the advice and recommendations of its appointed advisory Boards and Commissions, Lake Forest Citizens, and City Staff, is responsible for policy formulation and approval. Implementation of adopted strategy, policy, budgets, and other directives of Council is the responsibility of City Staff, led by the City Manager and Senior Staff. The Mayor and Aldermen, and appointed members of Boards and Commissions should address matters in a timely, deliberate, objective and process-driven manner, making decisions guided by the City of Lake Forest Strategic and Comprehensive Plans, the City's Codes, policies and procedures, and the following parameters:

- Motions and votes should comprise what is in the best long-term interests of all Lake
 Forest citizens, measured in decades, being mindful of proven precedents and new
 precedents that may be created.
- All points of view should be listened to and considered in making decisions with the long-term benefit to Lake Forest's general public welfare being the highest priority.
- Funding decisions should support effectiveness and economy in providing services and programs, while mindful of the number of citizens benefitting from such expenditures.
- New initiatives should be quantified, qualified, and evaluated for their long-term merit
 and overall fiscal impact and other consequences to the community.
- Decision makers should be proactive and timely in addressing strategic planning initiatives, external forces not under control of the City, and other opportunities and challenges to the community.

Community trust in, and support of, government is fostered by maintaining the integrity of these decision-making parameters.

The City of Lake Forest's Decision-Making Parameters shall be reviewed by the City Council on an annual basis and shall be included on all agendas of the City Council and Boards and Commissions.

THE CITY OF LAKE FOREST

RESOLUTION NO. 2020-___

RESOLUTION IN SUPPORT OF TEMPORARY EXPANDED OUTDOOR ACTIVITY ASSOCIATED WITH THE RE-OPENING OF BUSINESSES

WHEREAS, The City of Lake Forest (the "*City*") is a home rule special charter municipality established and existing in accordance with the Constitution of the State of Illinois of **1970**; and

WHEREAS, the City has a long tradition of establishing processes and programs that protect and promote the health, life safety and general well-being of residents, local businesses and visitors; and

WHEREAS, the City overall, and in particular, local businesses including, but not limited to restaurants, grocery stores, specialty food and drink establishments, retail stores and various service providers, have been and continue to be impacted by the COVID-19 pandemic, and

WHEREAS, Governor Pritzker's recently announced a phased re-opening of businesses in the "Restore Illinois" plan; and

WHEREAS, on May 20, 2020, the Governor announced that restaurants and other food and drink establishments will be permitted to expand customer services to include outdoor dining consistent with the guidance under Phase 3 of the Restore Illinois plan expected to begin on May 29, 2020, and encouraged local governments to support this initiative; and

WHEREAS, the City Council continues to place a high priority on public health and safety and encourages all businesses and customers to follow the recommended protocols to safeguard our community, employees and visitors; and

WHEREAS, the Mayor and City Council of The City of Lake Forest have determined that it is in the best interests of Lake Forest and its residents, and in furtherance of the public health, safety, and welfare, to (i) direct the issuance of temporary approvals for expanded outdoor business activity and (ii) suspend the payment of the annual fee for annual health licenses for restaurants, food stores and cafeterias in office buildings;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LAKE FOREST, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

SECTION TWO: Direction to City Staff. The City Manager is directed to implement short term procedures in general conformance with the following:

- a. Issue temporary, administrative approvals for outdoor business activity including, but not limited to dining, merchandise displays, and classes upon submittal of a site plan deemed acceptable to the City Manager or designee ("City Manager"). Said temporary approvals shall be valid through June 30, 2020 with a provision for a limited time extension at the discretion of the City Manager.
- b. Condition the approval of any outdoor business activity on compliance with all applicable state laws, orders, and guidelines and any additional conditions imposed by the City Manager on the approval.
- c. Authorize temporary and limited use of public-rights-of-way for outdoor business activities subject to review by Public Safety personnel and submittal of a signed Hold Harmless Agreement on a form provided by the City Manager.
- d. Provide limited barricades and temporary signage, at no cost to businesses, as needed for public safety for the duration of the temporary expanded outdoor business use period.
- e. Waive the annual fee for Health Licenses for Fiscal Year 2021 for restaurants, food stores and cafeterias in office buildings. (Depending on the characteristics of the business, fee waivers would range from \$50.00 to \$600.00.)

SECTION THREE: **Ratification**. To the extent that the City Manager granted any outdoor business activity approvals prior to the date of this Resolution, the City Council hereby affirms and ratifies those approvals.

SECTION FOUR: 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	s day of	_, 2020
AYES:	()	
NAYS:	()	
ABSENT:	()	

APPROVED this day of	_, 2020.	
	Mayor	
ATTEST:		
City Clerk		

The City of Lake Forest CITY COUNCIL

Proceedings of the Monday, May 18, 2020

City Council Meeting - City Council Chambers

REMOTE ACCESS MEETING

<u>CALL TO ORDER AND ROLL CALL</u>: Honorable Mayor Pandaleon called the meeting to order at 6:30pm, and the City Clerk Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Pandaleon, Alderman Morris, Alderman Karras, Alderman Rummel, Alderman Notz, Alderman Preschlack, Alderman Goshgarian, Alderman Buschmann and Alderman Weber.

Absent: None

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE was recited by all those present.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

Mayor Pandaleon gave a commendation to the Parks and Recreation and Public Works Departments for working to repair and make sure the beach is ready for Memorial Day weekend. Mayor Pandaleon Thanked the Police Department for its work on Thursday, who were able to save a family from a car that went off the road during a storm.

A. 2020-2021 Board and Commission Appointments and Reappointments

AUDIT COMMITTEE

AODIT COMMITTEE		
NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Tara Janos	APPOINT	4
Mark Dillon	APPOINT	1
Vince Sparrow	REAPPOINT	3
Tighe Magnuson	REAPPOINT	2
William McFadden	REAPPOINT	3

BUILDING REVIEW BOARD

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Sally Downey	APPOINT	1
Richard Walther	REAPPOINT	4

CEMETERY

NAME OF MEMBER	APPOINT/REAPPOINT	WARD	
----------------	-------------------	------	--

Bob Thornbough	APPOINT	1
Rommy Lopat	APPOINT	1

GORTON

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Karen Rode	REAPPOINT	4
Bill Moskoff	REAPPOINT	1
Nick Bothfeld	REAPPOINT	3

HISTORIC PRESERVATION COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Ron Levitsky	APPOINT	4
Bruce Grieve	REAPPOINT AS CHAIR	3
Bill Redfield	REAPPOINT	3
Elizabeth Sperry	REAPPOINT	2

LEGAL

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Joe Waldeck	APPOINT	1
Anthony Mancini	REAPPOINT	4
Joy Guscott-Mueller	REAPPOINT	3

PARKS & RECREATION BOARD

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Marc Silver	APPOINT	2
Kaci Spirito	APPOINT	2
Paul Best	REAPPOINT AS CHAIR	2
Nancy Duffy	REAPPOINT	2

LIBRARY

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Bryan Bertola	APPOINT	1
John Johnson	APPOINT	2

JoAnn Desmond	APPOINT to own Term	3
Andrea Lemke	REAPPOINT	1

PLAN COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Susan Athenson	REAPPPOINT	3
Monica Ruggles	REAPPOINT	1

ZONING BOARD OF APPEALS

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Pete Clemens	APPOINT	1
Mark Pasquesi	REAPPOINT AS CHAIR	4
Mike Sieman	REAPPOINT	3
Nancy Novit	REAPPOINT	1

CROYA

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Christine Carr	APPOINT	LB
Carolyn Bielski	APPOINT LFHS REP	LB
Kristen Weisberg	APPOINT	2
Stephanie Mannarino	REAPPOINT	3
Megan Engelberg	REAPPOINT	4
Jennifer Riley	REAPPOINT AS CHAIR	3

SENIOR RESOURCES COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Jill Rosa	APPOINT	LB
Barbra Sheppard	APPOINT	3
Phil Hartung	APPOINT	1
Gale Strenger-Wayne	REAPPOINT AS CHAIR	3

PUBLIC SERVICE AWARD COMMITTEE

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Prudence Beidler	APPOINT	1

Mike Adelman	APPOINT	4
Catherine Waldeck	APPOINT AS CHAIR	1

HOUSING TRUST FUND BOARD

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Chris Baker	REAPPOINT	n/a

BOARD OF POLICE AND FIRE COMMISSIONERS

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Matt Davis	REAPPOINT AS CHAIR	2

COUNCIL ACTION: Approve the Mayors Appointments and Reappointments

Alderman Notz made a motion to approve the Mayor's Appointments and Reappointments, seconded by Alderman Morris. The Following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

B. Approval of a Resolution of Appreciation for Retiring Members of Boards and Commissions as follows:

BOARD, COMMISSION OR COMMITTEE	NAME OF MEMBERS(S)	
AUDIT COMMITTEE	Dean Stieber	
BUILDING REVIEW BOARD	Fredrick Moyer	
CEMETERY COMMISSION	John Dick, Eileen Looby Weber	
GORTON	Joe Waldeck	
HISTORIC PRESERVATION COMMISSION	Wells Wheeler	
LEGAL COMMITTEE	Tim Franzen	
LIBRARY	Ron Levitsky, Todd Puch	
PARKS & RECREATION BOARD	Steve Reimer, Rich Adams	
ZONING BOARD OF APPEALS	Kevin Lewis	
CROYA	John Maher, LFHS Rep; Jennifer Karras	
PUBLIC SERVICE AWARD COMMITTEE	Madeline Dugan, Tom Swarthout	
SENIOR RESOURCES COMMISSION	Sally Kelly, Carol Champ	

COUNCIL ACTION: Approve the Resolution of Appreciation

Alderman Buschmann made a motion to approve the Mayor's Appointments and Reappointments, seconded by Alderman Rummel. The Following voted "Aye": Alderman Morris, Karras, Rummel, Notz,

Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

C. Announcement of City Council Committee Appointments

Mayor Pandaleon reported he spoke to the Aldermen individually, and that the list would be available at City Hall.

COMMENTS BY CITY MANAGER

A. COVID 19 Financial Impact Update -Elizabeth Holleb, Director of Finance

Finance Director Elizabeth Holleb gave an overview of the Governor's Stay at Home Order. She reviewed the impact to City finances, noting the positives such as fund reserves, and the challenges of lost or deferred revenue due to unknown timeline of the pandemic. General Fund revenue assumptions were reviewed along with Municipal sales tax and State income tax revenues. Other funds were also reviewed.

Ms. Holleb also reviewed the City's local business grant program to date, and shared a slide with COVID-19 costs and recovery.

The City Council had discussion on the application for options to pay property tax, and that more information on this topic is available on the Lake County website.

B. Website Redesign and Hosting Services Update

- Mike Strong, Assistant City Manager

Assistant City Manager Mike Strong gave an overview of the proposed website vendor and the costs associated with implementing a new website. The City Council had discussion on content that would be transitioned to the new website, positive impacts of a new website, and enhanced communication with residents through use of a newwebsite.

OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS

Members of the public can provide public comment by calling into the following number during the meeting: 847-810-3643

COMMITTEE REPORTS

FINANCE COMMITTEE

1. Approval of the Comprehensive Fiscal Plan for FY2021

Alderman Morris gave an overview of the budgetary process and the changes that were made to the FY2021 budget due to the COVID-19 pandemic.

Finance Director Elizabeth Holleb discussed the comprehensive fiscal plan, noting the icons that relate back to the City's Strategic Plan. She also reviewed changes that were made from the previous fiscal year included adding performance measurements and core/elective services provided by the City.

City Council praised the quality of the presentation of the updated budget document, and commended all City Staff for their efforts.

COUNCIL ACTION: Approval of the Comprehensive Fiscal Plan for Fiscal Year 2021

Alderman Goshgarian made a motion to approve the Comprehensive Fiscal Plan for Fiscal Year 2021, seconded by Alderman Preschlack. The Following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, O Nays, motion carried.

PUBLIC WORKS COMMITTEE

1. Award of Bid for the FY '21 Inflow and Infiltration Repairs to Redina Construction Co. for a Not-to-Exceed Amount of \$800,000.

Superintendent of Engineering Bob Ells gave an overview of the program, and how it identifies areas of storm water flowing into the sanitary sewer system, noting areas that needed repairs have been identified. The repairs will lessen the amount of stormwater infiltration into the sanitary sewer system.

<u>COUNCIL ACTION</u>: Award of Bid for the FY '21 Inflow and Infiltration Repairs project to Redina Construction Co. for a Not-to-Exceed amount of \$800,000.

Alderman Rummel made a motion award of Bid for the FY'21 Inflow and Infiltration Repairs project to Redina Construction Co. for a Not-to-Exceed amount of \$800,000, seconded by Alderman Preschlack. The Following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, O Nays, motion carried.

ITEMS FOR OMNIBUS VOTE CONSIDERATION

Mayor Pandaleon stated that he would be removing items 15 and 16 from omnibus consideration and that they would be taken separately.

- 1. Approve the Extension of the Mayor's Declaration of a Local State of Emergency until the next City Council Meeting
- 2. Approval of the May 4, 2020 First Session City Council Meeting Minutes
- 3. Approval of the May 4, 2020 Second Session City Council Meeting Minutes
- 4. Approval of the FY21 Personnel Policies, Administrative Directives
- Approval of Benistar as a Vendor for the City's Medicare Supplement and Part D Drug Coverage for Over-age Retirees and Spouses
- 6. Approval of a Resolution Committing \$280,307.50 of Local Funds for the 2020 Rebuild Illinois Fast-Track Public Infrastructure Program for the City of Lake Forest Rosemary Ravine Application
- 7. Approval and Authorization for the City Manager to enter into an Agreement with Revize, LLC. for website redesign and hosting services and to execute any necessary documents associated with acceptance and implementation of the contract, including amendments as approved to form by the City Attorney.

- 8. Approval of a Payment in an Amount not to exceed \$28,760 to Lake County Press to Provide Professional Printing Services of the City Dialogue Community-Wide Newsletter for FY2021.
- 9. Authorization for the City Manager to enter into an Agreement with William Schelhas Media Services, LLC In an Amount not to exceed \$30,075 for Professional Services Related to the Operation of the City's Public, Educational and Government Access Cable Television Services.
- 10. Approval of a Payment in an Amount not to exceed \$110,000 in the Aggregate to Verizon Wireless for FY2021 Cellular Services
- Approval to extend the City's Office Supplies Contract with Warehouse Direct through May 31, 2023, with the option for additional extension as determined by the Suburban Purchasing Cooperative of the Northwest Municipal Conference
- 12. Award of the Lake Forest's Share of the Joint Paving Project for the City's Quarta Parking Lot and District 67 Schools to Maneval Construction in the amount of \$148,148.68 to include authorization for a 10% contingency for a total of \$162,963.54.
- 13. Award of the Bid for the Conway Farms Drive and Sheridan Road Drainage Improvements to Holiday Sewer and Water Construction, Inc. for a Not-to-Exceed Amount of \$83,493.30.
- 14. Approve the Purchase of 1,500 Tons from Morton Road Salt for a Not-To-Exceed Price of \$68.00/Ton for the FY '21 Winter and/or a Reserve for FY '22
- 15. Approval of an Amendment to Chapter 97, entitled "Parks & Playgrounds" of Title IX entitled "General Regulations" of the City Code and an Amendment to the Fee Schedule Increasing Non-Resident fees related to Forest Park Beach access
- 16. Consideration of a Recommendation from the Plan Commission in Support of a Plat of Condominium for a building under construction at 705 McKinley Road. (Approval by Motion)

COUNCIL ACTION: Approval of the sixteen (16) Omnibus items as presented

Mayor Pandaleon asked members of the Council if they would like to remove any other item or take it separately.

Seeing none, he asked for a motion.

Alderman Buschmann made a motion to approve the fourteen (14) omnibus items seconded by Alderman Preschlack. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, O Nays, motion carried.

ITEM REMOVED

15. Approval of an Amendment to Chapter 97, entitled "Parks & Playgrounds" of Title IX entitled "General Regulations" of the City Code and an Amendment to the Fee Schedule Increasing Non-Resident fees related to Forest Park Beach access

Mayor Pandaleon stated that item 15 (Approval of an Amendment to Chapter 97, entitled "Parks & Playgrounds" of Title IX entitled "General Regulations" of the City Code and an Amendment to the Fee Schedule Increasing Non-Resident fees related to Forest Park Beach access) was to charge a fee seven days a week and increase the non-resident fee related to Forest Park Beach access to recover costs of projects to restore the lakefront.

City Council had lengthy discussion on the proposed increase from \$20 to \$25 for non-residents. Mayor Pandaleon asked for a motion to approve item #15 as amended by Council.

Alderman Rummel made a motion to approve Item 15 as amended (non-resident fee change from \$20 to \$25), seconded by Alderman Weber. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Buschmann and Weber. The following voted "Nay": Alderman Goshgarian. 7-Ayes, 1 Nay, motion carried.

ITEM REMOVED

16. Consideration of a Recommendation from the Plan Commission in Support of a Plat of Condominium for a building under construction at 705 McKinley Road. (Approval by Motion)

Mayor Pandaleon stated that item #16 would be heard separately. Alderman Morris recused himself in regard to a conflict of interest.

Mayor Pandaleon asked if there were any additional comments on this item. Seeing none, he asked for a motion to approve item 16.

Alderman Goshgarian made a motion to approve seconded by Alderman Notz. The following voted "Aye": Alderman Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None The following "Abstained": Alderman Morris. 7-Ayes, 0 Nays, 1 Abstention, motion carried.

Information such as Purpose and Action Requested, Background/Discussion, Budget/Fiscal Impact, Recommended Action and a Staff Contact as it relates to the Omnibus items can be found on the agenda.

ORDINANCES

NEW BUSINESS

1. Request to Waive the Bidding Process and Approve and Authorize Contracts for Emergency Beach Repairs at Forest Park Beach in an Amount Not-to-Exceed \$142,000

Public Works Director Michael Thomas gave an overview of the damage that Forest Park Beach has been experiencing over winter and over the past few storms. His presentation requesting emergency funding focused on how to deal with water levels increasing, heavy wave conditions and anticipating increased significant storms.

The City Council had discussion on the actions that were going to be taken before the beach planned opening of Memorial Day weekend and the pricing of the request.

COUNCIL ACTION: Waive the Bidding Process and Approve and Authorize Contracts for Emergency Beach Repairs at Forest Park Beach.

Alderman Preschlack made a motion to waive the Bidding Process and Approve and Authorize Contracts for Emergency Beach Repairs at Forest Park Beach, seconded by Alderman Rummel. The Following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, O Nays, motion carried.

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS

Michael Thomas, Public Works Director, gave a brief update on flooding in Lake Forest from the storm on Sunday, May 17.

Mayor Pandaleon noted to the public that there will be no further public business following Executive Session

1. EXECUTIVE SESSION pursuant to 5 ILCS 120/2 (c), (11), The City Council will be discussing pending litigation.

Adjourn into Executive Session at 9:19pm

Alderman Morris made a motion to adjourn into executive session pursuant to 5 ILCS 120/2 (c), (11), The City Council will be discussing pending litigation, seconded by Alderman Notz. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Rummel made a motion to adjourn, seconded by Alderman Notz. Motion carried unanimously by voice vote at 10:04pm.

Respectfully Submitted Margaret Boyer, City Clerk

A video of the City Council meeting is available for viewing at the Lake Forest Library and on file in the Clerk's office at City Hall. You can also view it on the website by visiting www.cityoflakeforest.com. Click on I Want To, then click on View, then choose Archived Meetings Videos.

THE CITY OF LAKE FOREST
ORDINANCE NO. 2020-

AN ORDINANCE AMENDING SECTION 111.037 OF THE LAKE FOREST CITY CODE REGARDING THE NUMBER OF C1 AND C3 LIQUOR LICENSES

	Adopted by the	City Council
	of the City of I	_ake Forest
this	day of	2020

Published in pamphlet form by direction and authority of The City of Lake Forest Lake County, Illinois this ____ day of _____ 2020

THE CITY OF LAKE FOREST

ORDINANCE NO. 2020 -____

AN ORDINANCE AMENDING SECTION 111.037 OF THE LAKE FOREST CITY CODE REGARDING THE NUMBER OF C1 AND C3 LIQUOR LICENSES

WHEREAS, the City of Lake Forest is a home rule, special charter municipal corporation; and

WHEREAS, the City has adopted certain alcoholic beverage regulations designed to protect the health, safety and welfare, which regulations are codified in Chapter 111 of the City Code of Lake Forest, 2013 ("Liquor Code");

WHEREAS, The City of Lake Forest desires to amend its Liquor Code to increase the number of liquor licenses in the C1 and C3 categories to accommodate an application filed by a local business, as set forth in this Ordinance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Lake Forest, County of Lake, and State of Illinois, as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated as the findings of the City Council and are hereby incorporated into and made a part of this Ordinance.

SECTION TWO: Amendment to Section 111.037. Section 111.037 of the City Code, entitled "Local Liquor Licenses and Fees," is amended as follows (deletions in strikethrough and additions in **bold** and <u>underline</u>):

"§111.037 LOCAL LIQUOR LICENSES AND FEES.

(A) The number of liquor licenses issued by the city shall be limited as follows:

Class	Maximum Number of Licenses Authorized	
A-1	7	
A-2	4	
A-3	No more than the total number of Class A-1 licenses issued by the city	
A-4	4-0	
B-1	1	

C-1	67	
C-2	9	
C-3	11-12	
C-4	1	
D-1	5	
E-1	2	
F-1	1	
F-2	As many as determined reasonable by the Commissioner	
F-3	As many as determined reasonable by the Commissioner	
F-4	As many as determined reasonable by the Commissioner	
F-5	1	
F-6	3	
G-1	1	
G-2	2	
H-1	0	
H-2	1	
I-1	No more than the total number of Class B-1, C-1, C-2, C-3, D-1, E-1 and F-1 licenses issued by the city	
I-2	1	
I-3	As many as determined reasonable by the Commissioner	
J	1	
K	1	

(B) Without further action of the City Council, the maximum number of licenses in any class shall be automatically reduced by one upon the expiration, revocation or non-renewal of an existing license in any such license class."

SECTION THREE: **Effective Date**. This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

Passed this day of	, 2020.
AYES:	
NAYS:	
ABSENT:	
ABSTAIN:	
Approved this day of	, 2020.

ATTEST:	Mayor
City Clerk	

CITY OF LAKE FOREST

CONSULTANT SERVICES AGREEMENT

This AGREEMENT is dated as of the	day of	, ("Agreement"),
and is by and between the CITY OF LAKE FOR	EST ("City")	an Illinois home rule municipality,
and Bureau Veritas ("Consultant").		

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City's authority, the parties agree as follows:

SECTION 1. CONSULTANT AND SCOPE OF SERVICES.

- A. <u>Engagement of Consultant</u>. The City desires to engage the Consultant to provide facility condition assessment and maintenance plan development for various city-owned facilities and to perform other services as described in the Proposal Documents. The Consultant represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services set forth in the Proposal Documents ("Services") in accordance with the standards of practice, care, and diligence practiced by recognized companies or firms performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the City.
- **B.** Proposal Documents. The Proposal Documents consist of (1) the City's Request For Proposals; (2) the Consultant's Proposal; (3) the Pricing Proposal Form. The Proposal Documents are attached hereto and incorporated herein as **Exhibit A**. To the extent there is any conflict between the Proposal Documents and this Agreement, the terms of this Agreement will control.
- Commencement; Time of Performance. The Consultant must commence the Services immediately upon receipt of written notice that this Agreement has been fully executed by the Parties ("Commencement Date"). The Consultant must diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City, but in no event later than one hundred and eighty (180) days after the execution of this Agreement ("Time of Performance"), unless extended by the City in its discretion. The City understands that it is incumbent upon the City to respond to consultant requests in a timely manner. The City further understands that any project delays due to their lack of timely communication does not constitute breach of contract on the part of the consultant"
- **D.** Agreement Amount. The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Proposal Documents without the prior express written authorization of the City. The Consultant must submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in these invoice must be based on the rates set forth in the Proposal Documents. The City agrees to pay to the Consultant in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.
- **E.** <u>Term.</u> The term of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for twenty-four (24) months from the Commencement Date. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time with or without

cause upon 15 days prior written notice to the Consultant. In the event this Agreement is terminated by the City, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed determined on the basis of the rates set forth in the Proposal Documents.

SECTION 2. CONFIDENTIAL INFORMATION.

- A. <u>Confidential Information</u>. The term "Confidential Information" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.
- B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it may, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant agrees to hold confidential all Confidential Information and will not disclose or use Confidential Information without express prior written consent of the City. The Consultant must use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. These measures must include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 3. INDEMNIFICATION; INSURANCE.

- A. <u>Indemnification</u>. The Consultant proposes and agrees that the Consultant will indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, any misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property by the Consultant, or any failure of the Consultant to meet the representations and certifications set forth in this Agreement.
- B. <u>Insurance</u>. The Consultant will, at its sole cost, obtain and keep in force at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:
 - 1. Workers' Compensation:
 - (a) State: Statutory
 - (b) Employer's Liability \$500,000.00 Per Accident

\$500,000.00 Disease, Policy Limit \$500,000.00 Disease, Each Employee

- 2. Commercial General Liability: \$2,000,000.00 General Aggregate
- 3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1.000.000.00 Per Accident
 - ii. Property Damage
 - \$1,000,000.00 Per Occurrence
- 4. Umbrella Excess Liability: \$2,000,000.00 over Primary Insurance
- 5. Professional Liability Insurance, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

The Consultant must name the City as an additional insured and provide City with Certificates of Insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of City to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance. The Consultant agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the City. Upon request, the Consultant will provide copies of any or all policies of insurance maintained in fulfillment hereof. Failure to maintain the required insurance may result in termination of this Contract at City's option.

SECTION 4. DEFAULT.

If it should appear at any time that the 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 Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within 10 business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City will have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- 1. <u>Cure by Consultant</u>. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.
- 2. <u>Termination of Agreement by City</u>. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.
- 3. <u>Withholding of Payment by City</u>. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result

of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

SECTION 5. SPECIAL PROVISIONS.

- A. Relationship of the Parties. The Consultant acts as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.
- **B.** Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no City employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- **C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the 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 Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) 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.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.
- Compliance With Laws and Grants. Consultant must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant must also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services. Consultant is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract is deemed to be inserted.

To the extent that the Prevailing Wage Act applies, the Consultant must pay, and require every subcontractor to pay, prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Consultant shall prominently post the current schedule of prevailing wages at the contract site and shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Consultant due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Consultant and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Consultant shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the City as required by Statute. In lieu of certified payroll, Consultant shall submit a letter setting forth the basis upon which Consultant has concluded the Act does not apply. The Consultant shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the City against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx Consultant is advised that the Department revises the prevailing wage rates and the Consultant has an obligation to check the Department's web site for revisions.

- **F.** <u>Mutual Cooperation</u>. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance of and the completion of the Services and with any other consultants engaged by the City.
- **G.** Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("Documents") are deemed the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant will cause the Documents to be promptly delivered to the City.
- H. Freedom of Information Act. The Consultant agrees to maintain, without charge to the City, all records and documents for projects of the City in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Consultant must produce records which are responsive to a request received by the City under the Freedom of Information Act so that the City may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Consultant must notify the City and if possible, the City will request an extension so as to comply with the Act. In the event that the City is found to have not complied with the Freedom of Information Act due to Consultant's failure to Consultant documents or otherwise appropriately respond to a request under the Act, then Consultant will indemnify and hold the City harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

SECTION 6. GENERAL PROVISIONS.

- **A.** <u>Amendment.</u> No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- **B.** Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.
- **C.** <u>Binding Effect</u>. The terms of this Agreement will bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.
- **D.** <u>Notice.</u> All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by email. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt; (d) time-stamp email was sent. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

The City of Lake Forest ("City")
220 E. Deerpath
Lake Forest, IL 60045
Attn: Dan Martin, Superintendent of Public Works
Email: martind@cityoflakeforest.com

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

Bureau Veritas 10461 Mill Run Circle; Suite 1100 Owings Mills, MD 21117 Attn: Jeffrey Fox, Sr. Vice President Email: Jeff.Fox@bvna.com

- **E.** <u>Third Party Beneficiary</u>. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.
- **F.** Governing Laws. This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of this Agreement will be in the Circuit Courts of Lake County, Illinois.
- **G.** Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

- **H.** <u>Waiver</u>. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.
- I. <u>Exhibits</u>. Exhibit A is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Proposal Documents attached as Exhibit A and the text of this Agreement, the text of this Agreement shall control.

[Signature Page Follows]

ATTEST:	CITY OF LAKE FOREST
By:	By:City Manager
ATTEST:	CONSULTANT
Ву:	Ву:
Title:	lte [.]

EXHIBIT A

Proposal Documents



Request for Proposals Facility Condition Assessment and Maintenance Plans For the City of Lake Forest

Issue Date: 2/7/2020

Questions Due: 2/14/2020, 4:30 p.m. Central

Proposal Due Date: 2/28/2020, 2:00 p.m. Central

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE RETURNED UNOPENED

www.cityoflakeforest.com

Proposal Submission Summary

Proposal Due Date: 2/28/2020 at 2:00 PM Central

Submit: 1. One (1) printed, signed, original proposal and signed addenda

2. Three (3) copies of signed proposal and signed addenda

3. One (1) USB flash drive containing Proposal including the following forms (found in Proposal Forms section):

a. General Certifications Formb. Identity Theft Protection Form

c. Price Proposal Form

Send to: City of Lake Forest

Sealed Proposal: Facility Condition Assessment and Maintenance

Plans

Dan Martin, Superintendent – Public Works

c/o Public Works Department

800 N. Field Drive Lake Forest, IL 60045

Effective immediately upon release of this Request for Proposals (RFP) and until notice of contract award, all communications from proposers regarding this RFP shall be directed to:

Mike Strong, Assistant to the City Manager StrongM@cityoflakeforest.com

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any information from any other source shall not be considered official and proposers relying on information from other sources do so at their own risk.

Listed below are specific and anticipated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed. An addendum to this RFP will be issued in the event that it is necessary to change any of the specific dates and times in the summary of events listed below:

Milestone	Anticipated Timeframe
RFP Issuance	2/7/2020
Questions Due to City	2/14/2020 by 4:30 PM Central
Proposed Answers from City Posted	2/18/2020
Proposals Due From Vendor	2/28/2020 by 2:00 PM Central
Evaluation of Proposals and Reference Checks	3/2/2020 – 3/6/2020
Vendor Interviews (If necessary)	3/9/2020
Intent to Award Contract	4/6/2020
Contract Term for Deliverables – Year 1	5/1/2020 - 8/31/2020
Contract Term for Deliverables – Year 2	5/3/2021 - 8/31/2021

Table of Contents

Table of Contents	2
Overview of RFP	3
Summary	3
Introduction	3
Background	3
RFP Definitions	3
Scope of Services	4
Project Scope	4
Requested Deliverables	5
Additional Project Requirements	6
Evaluation of Proposals	6
Instructions to Vendors	7
Proposal Submittal	7
Notice and Contact Information	9
Contract Terms and Conditions	9
Proposal Forms	15
GENERAL CERTIFICATION REQUIREMENTS FORM	16
IDENTITY THEFT PROTECTION FORM	17
LIST OF CITY BUILDINGS AND FACILITIES	18
SAMPLE FACILITY/BUILDING DATA DOCUMENT	19
PRICE PROPOSAL FORM	20

Overview of RFP

Summary

The City of Lake Forest (the "City") is seeking proposals from qualified companies to perform a facility condition assessment of 26 City-owned facilities and to prepare a ten-year maintenance plan based on those assessments.

Introduction

The City is a charter city incorporated in 1861. The City is governed by a nine-member City Council whose members are elected by ward and operates under a Council-Manager form of government.

The City of Lake Forest (pop. 20,000) encompasses approximately 17 square miles and is located approximately 30 miles north of Chicago in eastern Lake County, Illinois. It is one of eight Chicago suburban communities north of Chicago fronting on Lake Michigan, which are collectively referred to as the "North Shore." The City provides a full range of services, including police protection, fire protection, paramedic service, refuse disposal, commuter parking, compost center, recreation center, senior center, community parks, golf course, street maintenance, forestry, cemetery and a water production facility. The City employs approximately 200 full-time equivalents, and operates an annual budget of approximately \$90 million to support both operating and capital expenditures to support these services.

Background

The City of Lake Forest is soliciting interest from firms to conduct detailed Facility Condition Assessment ("FCA") surveys and perform capital renewal analyses of 26 city-owned and maintained public buildings and facilities. The City will use these assessments to help guide future budgeting and prioritization for maintenance and general capital replacement projects, and to assist the City in its overall facilities planning effort.

This project seeks to complete the following objectives for each facility:

- Inspect the general exterior and interior condition of each facility, including its site, building envelope, building systems, and interior finishes;
- Identify current deficiencies and/or immediate repairs required to these elements in order to maintain their current level of service; and
- Prepare a comprehensive facilities master plan report (the "Report") that identifies current deficiencies and costs to repair them.

A list of the facilities to be assessed is attached to this RFP. Due to the amount of buildings and facilities that will be assessed, and anticipated staff availability, the City will propose a two-year contract to complete the scope of work for this project.

RFP Definitions

The following definitions are used in the RFP:

A. City refers to the City of Lake Forest

B. Consultant, Vendor or Provider refers to a company or organization submitting a proposal in response to this RFP

Scope of Services

Project Scope

The City intends to obtain the services of a qualified company to provide the services outlined below. The scope of work shall consist of the specifications described below and include site, architectural, structural, and electrical and mechanical engineering services.

The objective of the FCA will be to assess the general condition of the property and document obvious problems or visible defects based on visual observations, discussions with City staff and review of previous reports and other facility documentation. Best industry practices and/or best management practices may require additional services not explicitly enumerated within this Section. Each company responding should identify any additional services required (if any) along with their respective cost and descriptions.

The building components and systems included in the assessment for each facility shall include, but not be limited to, to the following:

- Civil/Site Development
- · Pavement, Parking, Driveways and Sidewalks
- Slab on Grade
- Foundations
- Exterior Property Envelope
- Room Finishes
- Electrical System
- Plumbing System
- HVAC System

To accomplish the objectives of this RFP, each assessment shall be carried out by a qualified company and/or team such that all building components and systems are assessed in accordance with industry standards. To be considered qualified, assessors must be a registered architect or hold a professional engineer's license and have at least five years' experience on the behalf of owners, institutions and/or government agencies. The senior project manager responsible for report review, quality control, final sign-off and answering comments and questions, if any, must be an architect and/or professional engineer.

The consultant will thoroughly examine building systems using non-destructive, on-site observations to compile a complete understanding current building conditions and needs for the facility. Consultant shall ensure that the inspection staff has the appropriate training and equipment to record and produce consistent and accurate data. Each proposer must provide resumes of all proposed personnel demonstrating their knowledge, skill, and ability of meeting these qualifications and a list of associate or subcontracted firms that the proposer may use.

Any known plans or drawings associated with the original construction and any subsequent renovations will be available for review by the successful professional firm. A representative

from the City will escort the successful firm through the buildings and provide access to mechanical rooms, roofs, and spaces necessary to complete the assessment.

The successful firm will meet with City staff in advance of each facility inspection to identify all reliable sources of existing data such as building plans, HVAC equipment lists, City's current 10-year Capital Replacement Plan, and roof condition evaluations, etc. A sample HVAC equipment list and roof condition evaluation is attached and will be provided to the successful firm for each facility.

Requested Deliverables

The Report shall include, but not be limited to, specific data and information for each facility:

- <u>Site Inspections</u>: A complete facility inspection and evaluation shall be performed in order to determine the existing condition of each facility by identifying current deficiencies and immediate repairs required to the building systems in order to maintain their current level of service. The assessment will be based on visual observations and non-destructive testing of specific mechanical, electrical and plumbing components, building interior and exterior components, visible HVAC components, and visible plumbing fixtures/piping. The ASTM International Standards (f/k/a American Society of Testing and Materials (ASTM) E2018-08 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process (the "ASTM Standard") and any deviations) may be used as a guidepost for completing each site inspection.
- List of Deficiencies and Recommended Corrections: The Report shall identify any deficiencies and recommended corrections for replacement, reconstruction, repair, or maintenance of any systems or their appurtenances inspected. An appropriate prioritization to include Significant (within the year), Immediate (one-two years), Short Term (two-five years), and items required to bring the facility into compliance with the Americans with Disability Act, ADA. Physical deficiencies identified as significant will be deemed to be present if either of the following can be concluded from the site inspection:
 - The physical deficiency represents a cited or apparent code violation, an immediate life/fire safety or health hazard to the occupants or users of the property.
 - Correction of the physical deficiency which, if left uncorrected, could result in accelerated deterioration of the system in question and significantly increases the cost to correct.
- Cost Estimates for Required Capital Investments: The Report shall also include a 10-year forecast of recommended maintenance activities and their associated costs, broken down by their main components such as plumbing, mechanical, electrical, building envelope and interior space, etc. The Report shall outline Effective Age, Expected Useful Life, and Remaining Useful Life of major components and systems, with estimated costs developed for those items that will need to be replaced within ten (10) years. The estimated costs are to be probable construction cost estimates that are not obtained from formal bids, but they are to be based on current construction standards and exclude any markup factor to cover "soft costs" (such as project management, permitting, drawings, etc.). The Report shall include overall facility-specific recommendations for routine maintenance activities and a review of existing maintenance policies and practices along with any modifications thereof to reduce future

capital costs. Estimates that are indentified in out years shall have an appropriate cost escalator applied (e.g. 2.5% per annum). The City requests, in addition to 10-year forecasts for each facility, an "all building summary" and 10-year budget for all buildings that are inspected.

• Report Preparation/Format: The 10-year forecast portion of the Report is to be submitted to the City in Excel format and the balance of the Report shall be submitted in MSWord format.

Additional Project Requirements

The successful firm will be required to review and comment on a draft report prepared by City staff that summarizes the firm's Report. The successful firm may be required to attend one City Council meeting to present and discuss the contents and conclusions of their Report at the conclusion of the project period.

Evaluation of Proposals

Responses to this RFP will be evaluated by a Selection Team. At any point in time during the evaluations, a Proposer may be excluded from further consideration. At the conclusion of the process, the finalist Proposer will be judged on all information collected to date against the following criteria:

Round 1 Evaluation: As part of the Vendor's RFP response, the following minimal *criteria* shall be met for a proposal to be considered for further evaluation. Failure to meet all criteria may disqualify the Vendor's response from further consideration:

- **1. Response Timeliness** RFP response is submitted by the due date and time.
- 2. **Response Completeness** RFP response addresses the format requested in section "Instructions to Vendors".
- **3. Response Authorization** RFP response contains an original signature signed by a company officer on the General Certification Requirements form.

Round 2 Evaluation: For those Vendors whose proposals pass the minimal criteria, the following categories of criteria will be used to further evaluate the proposals with no order of preference:

- Vendor Qualifications and Team Expertise Vendor Firm's and/or Team Members'
 qualifications and commercial experience, demonstrating an ability to meet the desired
 scope of work and required deliverables in this RFP.
- **2. Investment and Costs** Cost proposal based on the deliverables requested in this RFP and contract description. The Proposer's quoted price should be as competitive as

possible. Prices submitted after the receipt of proposals, unless requested by the City, will not be considered valid.

3. Reference Checks

Round 3 Evaluation (if necessary): If more than one (1) Vendor emerges from the Round 2 evaluation, The City shall reserve the right to interview those Vendors. See City schedule for Vendor Interviews on the Proposal Submission Summary (Page 2).

Instructions to Vendors

All proposals must be submitted in a sealed package and labeled "Sealed Proposal: Facility Condition Assessment for City of Lake Forest." Proposals received after the deadline will not be accepted and will be returned to the sender unopened. Proposals may not be delivered via facsimile or e-mail. Proposals shall be sent Federal Express (or comparable carrier) or hand delivered to Public Works – Building Maintenance, 800 N. Field Drive, Lake Forest, IL 60045.

Proposal Submittal

To facilitate an accurate analysis of responses to this RFP, the Vendor is required to prepare their proposals in accordance to the following format. Failure to follow these instructions may result in rejection. Section numbers are not necessary to reference in the submitted proposal. The proposal should be organized as follows:

1. Proposal Executive Summary

This part of the response to the RFP should describe the Vendor's ability to provide the City's desired scope of services and required deliverables in this RFP. Vendors are to provide information about their company for the City to evaluate the Vendor's stability and ability to support the commitments set forth in response to this RFP. Please include:

- a) State the names of the principals in your company
- b) State how many FCA projects your Firm has completed in similar nature to this request, including at least one completed for a municipal client.
- c) State how many FCA projects your company has deployed nationally and within the State of Illinois.
- d) Provide information concerning the number of years in business and the number of years your company has been providing FCA services.
- e) Provide an overview of the key elements included in your proposal. Take this time to highlight any key features that differentiate you from competitors.

2. Overview of Proposed Services and Timeline

Provide a narrative describing the proposed scope of services for the performance of this project. Please include:

- a) Provide your proposed approach to completing the requirements included in the RFP.
- b) Provide a proposed timeline and schedule for completion of the project with estimated project start dates of May 1, 2020, and May 3, 2021, for each year of the contract.
- c) Please note any key project milestones and timelines for deliverables, identify any assumptions used in developing the schedule.

3. Sample Report and Materials

- a) A copy or sample of a recent FCA report or executive summary your firm has previously completed that is similar in scope and nature.
- b) A copy or sample of an Opinion of Probable Costs (minimum 10 year forecast) your firm has completed as part of a previously completed FCA.

4. References

Include references, including contact name and telephone number, of at least three (3) commercial businesses that have engaged your services. Please include a brief description of the work provided for each reference. Preference will be given to Vendors who have engaged at least one (1) municipal client within the past three (3) years.

Vendors with no commercial experience may not be considered for this Project.

5. Exceptions and Deviations

If the Vendor finds it impossible or impractical to adhere to any portion of this RFP, Contract Terms and Conditions, Scope of Work, or timeline, it shall be so stated in this section.

6. Price Proposal Form

All costs must be provided in the proposal on the City pricing form provided as part of this RFP. A Proposer may submit an additional pricing proposal in a format that is suitable to the Proposer; however, the City's Pricing Proposal form must also be included. The City's Pricing Proposal form will be used to evaluate the proposal.

7. General Certification Requirement Form

Include original signed copy of General Certification Requirements Form.

8. Identity Theft Protection Form

Include original signed copy of Identity Theft Protection Form

9. Addenda

Include all original signed copies of City provided addenda of this RFP in this section, if any.

Notice and Contact Information

Questions concerning the Project, RFP, and elements discussed herein, may be directed to Mike Strong, Assistant to the City Manager, at 847/810-3680 or via email at StrongM@cityoflakeforest.com.

All questions must be received via email by 4:30 PM Central time on Friday, February 14, 2020. The City will publish an Addendum with responses to all questions received by this time and distribute on the City's website by February 18, 2020.

Contract Terms and Conditions

The contract will be fully negotiated during the selection process after a Vendor's proposal is accepted by the City. The City will require the successful firm to execute a Professional Services Agreement with the City. Exceptions and deviations to the contract terms outlined in the attachment may be considered during the selection process and such terms shall be included in the final contract.

Each Vendor, by making a proposal, represents that this RFP has been read and is fully understood. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal. All manual signatures must have the name typed directly under the line of the signature. These requirements apply to all RFP addenda.

The following contract terms and conditions, substantially in the form contained herein, are expected to be agreed to by the Vendor as part of contract negotiations. Exceptions must be explicitly noted in the Vendor proposals with the Exceptions and Deviations form provided. Lack of exceptions listed on the checklist shall be considered acceptance of all terms and conditions as presented in this RFP. The terms and conditions below should not be expected to be an exhaustive list of the terms that would be negotiated in the final agreement which would be subject to review by the City Attorney.

The Vendor shall be deemed as having been awarded a contract when the City's System and Services Agreement and Vendor proposal has been duly served upon the intended awardee by an authorized agent of the City and authorized agent of the Vendor. The successful Vendor, at the time of contract execution, must be licensed to do business in the State of Illinois.

Should there be a conflict in wording between the Professional Services Agreement and the Proposer's RFP response, the City's Professional Services Agreement shall prevail.

1. General Conditions

- A. This RFP is issued pursuant to applicable provisions of the City's Purchasing Policies and Procedures. Responses to this RFP shall be opened in private by City officials to avoid disclosure of contents that may contain confidential or proprietary information to competing Respondents.
- B. An agreement or contract resulting from the acceptance of a Proposal shall be on forms approved by the City's legal counsel and shall contain, as a minimum, the City's system and services agreement, the applicable provisions of this RFP, and the Proposal itself. The City reserves the right to reject any agreement or contract which does not conform to the RFP, the Proposal of the firm concerned, or the City's requirements for agreements and contracts.
- C. The contracted firm shall not assign any interest in the contract and shall not transfer any interest without the prior written consent of the City.
- D. Discussions may be conducted with responsible entities that have submitted proposals in order to clarify certain elements. Proposals shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision. Any such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers at the discretion of the City. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing proposers. The selection shall be done by a review team and will be recommended to the City Council for final approval.
- E. City of Lake Forest reserves the right to negotiate with more than one potential awardee after the submission of all proposals.
- F. City of Lake Forest may award a contract based on initial proposals received without discussing such proposals among the vendors.
- G. City of Lake Forest reserves the right to accept any submittal, or any parts or parts thereof, or to reject any, some or all submittals.
- H. If, through any cause, the contracted firm fails to fulfill the obligations agreed to in a timely and proper manner, the City shall have the right to terminate the contract by notifying the firm in writing and specifying a termination date not less than thirty (30) calendar days in advance. In such event, the contracted firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- Any modifications to or clarifications of this RFP will be distributed by the City to each Respondent requiring to be so informed, who also provides an email address for such purpose.
- J. The City reserves the right to approve any subcontractors for this project. Each proposing vendor must identify the name of and information (background and experience) about any subcontractors to be involved in this project. This includes a description of the work the subcontractor will perform.
- K. City of Lake Forest reserves the right to determine whether a vendor is responsible, responsive, and has the ability and resources to perform the contract in full and to comply with the specifications. City of Lake Forest reserves the right to request

- additional information from the vendor to satisfy any questions that might arise. City of Lake Forest further reserves the right to reject any or all proposals or to issue an invitation for new proposals.
- L. Certificates of insurance in addition to other clauses in the contract protecting City of Lake Forest from costs arising out of permits, patent protection, royalties, building damage clean up and subcontractor's work will be required of the successful vendor.
- M. By submitting a proposal, the Proposer is certifying that they are not barred from contracting with any unit of State or local government and they comply with all laws and regulations.
- N. City officials shall direct the examination of the Proposals and other documents submitted to determine the validity of any written requests for nondisclosure of proprietary or confidential information. After award of the contract, all responses, documents, and materials submitted by the Respondent pertaining to this RFP will be considered public information unless otherwise determined by the City. All data, documents and other information developed because of these contractual services shall become the property of the City. Based on the public nature of RFP's a Respondent must inform the City, in writing, of the exact materials in the submittal, which it believes, are proprietary or confidential, and should not be made part of the public record in accordance with the Illinois Freedom of Information Act. The Respondent will be financially responsible for all expenses of the City, its public officials, consultants, employees, agents and representatives in defending the denial of access to such material pursuant to a Freedom of Information Act request.

2. Advice of Omission or Misstatement

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the Proposal Submission Summary of such omission or misstatement.

3. Confidential Information

Information contained in the Vendor's proposal that is confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes. Vendor proposals shall remain confidential until the City's Selection Team makes a recommendation to City Council. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Freedom of Information Act.

4. Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data disclosed to the Vendor by the City shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the City for the purposes of this project.

5. Reserved Rights

The City reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the firm which, in the sole opinion of the City, best meets the City's needs. The City also reserves the right to negotiate with potential Vendors so that the City's best interests are served.

6. Proposal Preparation Costs

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subcontractors in responding to this RFP. The City is not obligated to return any responses or materials submitted by a vendor as a result of the RFP.

7. Pricing Eligibility Period

All Vendor proposals are required to be offered for a term not less than 150 calendar days in duration. A proposal may not be modified, withdrawn or cancelled by the Vendor during the 150-day time period following the time and date designated for the receipt of proposals.

8. Additional Charges

No additional charges, other than those listed in the proposal shall be made.

9. Professional Services Warranty

- A. Vendor always agrees to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- B. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the City's premises shall obey the rules and regulations that are established by the City and shall comply with the reasonable directions of the City's officers. The City may, at any time, require the removal and replacement of any of Vendor's employees for good cause.
- C. Vendor shall be responsible for the acts of its employees and agents while on the City's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the City's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the City, any damage that it, or its employees or agents, may cause to the City's premises or equipment; on Vendor's failure to do so, the City may repair such damage and Vendor shall reimburse the City promptly for the cost of repair.
- D. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the City's contact person and thereafter, if requested, furnish a full written report of such accident.

- E. Vendor and its employees or agents shall have the right to use only those facilities of the City that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the City. The City shall also extend parking privileges to properly identified members of Vendor's full-time staff on the same basis as they are extended to the City's staff.
- F. The City shall have no responsibility for the loss, theft, disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees or subcontractors.
- G. The installation shall disrupt the City's routine as little as possible. The installation personnel will always adhere to the City's policies. These policies will be communicated to the successful vendor at the time of contract signing. Any major interruption of service other than an individual station being without service must be coordinated 1 week in advance with City of Lake Forest.

10. Insurance

These requirements are baseline standards for insurance to be provided in City procurements. They may require adjustment from time to time based on a variety of factors, including the nature, scope, duration, and value of the procurement, subject to approval of the City Manager.

- A. Worker's Compensation and Employer's Liability with limits not less than:
 - (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

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

B. <u>Comprehensive Motor Vehicle Liability</u> with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. <u>Comprehensive General Liability</u> with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages shall include:

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

- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Bodily Injury and Property Damage
- D. <u>Professional Liability Insurance</u>, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the supplier or vendor against all sums that supplier or vendor may be obligated to pay on account of any liability arising out of the contract. This requirement shall apply to design and consulting projects, as well as to contracts for professionals involved in construction projects.
- E. <u>Umbrella Policy</u>. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over 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. <u>City as Additional Insured</u>. The City shall be named as an Additional Insured on all policies except for:

Worker's Compensation Professional Liability (if applicable)

Each such additional Insured endorsement shall identify the City as follows: The City of Lake Forest, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

H. Other Parties as Additional Insureds. Other entities should be included and named as additional insured on appropriate policies.

11. Equal Opportunity Employment/Nondiscrimination Policy

It is the policy of the City that all vendors who provide goods and services to the City by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- D. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.

Proposal Forms

GENERAL CERTIFICATION REQUIREMENTS FORM

The undersigned, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of Proposer, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Proposer deposes, states, and certifies that Proposer 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 Contractor 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; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED This Day Of	, 20	
Proposer's Name:		
Ву:		
Title:		
Subscribed and Sworn to	My Commission Expires:	
before me this day		
of, 20		
		[SEAL]
Notary Public		

IDENTITY THEFT PROTECTION FORM

All City Vendors with access to sensitive material must acknowledge receipt of a copy of the City of Lake Forest's identity theft prevention program policy. The policy can be found at the following website:

Administrative Directive 3-4: Identity Theft Policy

Identify Theft Prevention Policy Certification Form

All proposals submitted in response to this RFP must include a fully executed certification:

IDENTITY THEFT PREVENTION PROGRAM CERTIFICATION

I certify that I have read, understood and agree to comply with The City of Lake Forest's Identity Theft Prevention Program.

Institution			
Signature			
Title			
 Date	 	 	

LIST OF CITY BUILDINGS AND FACILITIES

Please see included list of buildings and facilities subject this project:

YEAR 1 INSPECTIONS											
BLDG NAME	ADDRESS	USE	CLS	YEAR BUILT	SQ. FT.	STORIES	INT FIRE PROTECTION	GENERATOR	ELEVATOR	VERTICAL LIFT	
Public Safety	255 W. Deerpath Road	Police/Fire	2	19,681,999	33606	1	SP, FA, FE, SD, EG	100%		1	
Recreation Center / CROYA	400 Hastings Road	Recreation Center	4	1980, 2007	31971	4	SP, FA, FE, SD, EML	25%	1		
Senior Center	100 E. Old Mill Road	Senior Center	4	1930	16376	2	FA, SP, STP, FE, SD, EML	NA	1	1	
Senior Center Garage	70 E. Old Mill Road	Garage	2	1999	1600	1	FA,FE,PS,SD,HD,EML	NA			
Telegraph Train Station (TTD)	911 S. Telegraph Road	Train Depot	4	1991	4768	2	SP, FA, FE, SD, EML	NA			
Parks Buildings											
Everett Garage	1190 W. Everett Road	Garage	4	1996	792	1	SP, FE	NA			
Northcroft Park	1365 S. Ridge Road	Northcroft Park	2	1990	4932	2	FE, FA, SD	NA			
South Park	150 S. Maywood Road	South Park	2	1937	3461	1	FE	NA			
Townline Park	1555 W. Kennedy Road	Townline Park	1	2009	2488	1	EML, FA, SP, STP	NA			
Waveland Park	600 S. Waveland Road	Waveland Park	2	1975	1475	2	FE, FA, SD	NA			
West Park	850 N. Summit Avenue	West Park	2	1242	879	1	FE	NA			
Recreation Buildings											
Everett Park	1190 Everett School Road	Classrooms	2	1996	2178	1	FE,FA,SD,SP,EL,EML,PS	NA			

YEAR 2 INSPECTIONS										
BLDG NAME	BLDG ADDRESS	USE	CLS	YEAR BUILT	SQ. FT.	STORIES	INT FIRE PROTECTION	GENERATOR	ELEVATOR	VERTICAL LIFT
City Hall	220 E. Deerpath Road	Village Hall Offices	2	1895	8460	2	SP,FA,FE,EML,AS,SD,STP	NA	1	
CNW	701 N. McKinley Road	Train Depot	2	1885	6432	1	FA, SD, FE	NA		
*Gorton Community Center	400 E. Illinois Road	Community Center	2	1900	41080	2	AS, EL, EML, HD, FE	NA	1	
Fire Station #2	1111 S. Telegraph Road	Fire Station	2	1994	9000	2	SP, FA, FE, SD, EG	100%	1	
Municipal Building	800 N. Field Drive	Municipal Services	5	2009	114657	2	EG, EL, EML, FA, FE, SD, SP	30%	2	
StIrling Hall @ Grove School	60 E. Old Mill Road	Sterling Hall	4	1930	10057	1	SP, FA, FE, SD, EML	NA		
Volwiler Hall @ Grove School	40 E. Old Mill Road	Volwiler Hall	4	U	6650	1	FA, SD, SP, EML, FE	NA		
Cemetery	520 E. Spruce Avenue	Cemetery	4	1999	3500	1	FE, SP, FA, EL, EML	NA		
Beach Buildings										
Boat Ramp	601 N. Lake Road	Boat Building	2	1987	1939	1	FA, SD, FE	NA		
North Beach House	701 N. Lake Road	North Building	2	1987	4366	1	FA, SD, FE	NA		
South Beach House	501 N. Lake Road	South Building	2	1987	4662	1	FA, SD, FE	NA		
Golf Course Buildings										
Golf Course Garage	500 W. Deerpath Road	Garage	1	1985	2250	1	SD, FE	NA		
Golf Course Club House	500 W. Deerpath Road	Club House	2	1985, 2016	6020	2	EML, FA, SD, FE, AS, EL	NA		

INTERNAL FIRE PROTECTION ABBREVIATIONS

AS - Alarm System	FE - Fire Extinguisher
DA - Door Alarm	FA - Fire Alarm
EG - Emergency Generator	PS - Pull Station
EL - Exit Lighting	SD - Smoke Detector
EML - Emergency Lighting	SP - Sprinklers
HD - Heat Detector	STP - Stand Pipes

^{*}Building may be removed from the final project

INTERNAL FIRE PROTECTION ABBREVIATIONS

- Masonry wall with wood deck on wood or steel supports (joisted masonry).
- Non-combustible walls with steel deck roof and supports.
- Masonry wall with steel deck roof and supports (non-combustible).

 Modified fire-resistive or protected non-combustible with protected steel deck supports.
- Fires-resistive with concrete roof and supports.

SAMPLE FACILITY/BUILDING DATA DOCUMENT

Attached is a sample data document that will be provided to the selected Vendor for each facility.

BUILDING	QTY	ID#	YEAR Installed	EUL	Estimated Replacement Year	MAKE	MODEL	SERIAL NUMBER	SIZE	DESCRIPTION	LOCATION OF UNIT	AREA SERVICED
BUILDING TOTAL										BUILDING TOTAL		
ELAWA FARMS	1	11	2007	16	2023	Lennox	G61MP-36B-045-07	5907H1256	44,000 BTU	Furnace	Open Lands Closet	
1501 middlefork	1	11	2007	16	2023	Lennox	13ACD-018-230-03	5808E37395	1.5 TON	Condenser	Open Lands	Open Lands
	1	10	2007	16	2023	Lennox	G61MP-36B-070-07	5907H02779	70,000 BTU	Furnace	Rob's Office	Rob's Office
	1	10	2007	16	2023	Lennox	13ACD-030-230-02	5807E30408	2.5 TON	Condenser	Robs Office	Rob's Office
	1	#4-A	2007	16	2023	Lennox	G61MP-36B-070-07	5907H28190	70,000 BTU	Furnace	North animal mech rm	North animal display area
	1	#4-B	2007	16	2023	Lennox	13ACD030-230-02	5807F1273	2.5 TON	Condenser	North side of bldg	North animal display area
	1		2013	16	2029	Carier	59SC2B100S211116	2113A46312	100,000 BTU	Furnace	Above Women's Bath	Both Bathrooms
Main Barn	1	#2-A	2018	16	2034	American Standard	ADH1D110A9601CB	17312KH37G	120,000 BTU	Furnace	West unit in sprinkler room	Main Barn
	1	#2-B	2018	16	2034	American Standard	4A7A3060D1000PA	18211L1U5F	5 TON	Condenser	north side of bldg	Main Barn
Main Barn	1	#1-A	2018	16	2034	American Standard	ADH1D110A9601CB	17022L2C7G	120,000 BTU	Furnace	East unit in sprinkler room	Main Barn
	1	#1-B	2018	16	2034	American Standard	4A7A3060D1000PA	18211LML5F	5 TON	Condenser	north side of bldg	Main Barn
Visitor Center	1	#3-A	1999	20	2019	Tempstar	GDE075B12A2	L994655688	75,000 BTU	Furnace	In Closet By Sink	Visitor Center
	1	#3-B	2000	20	2020	Tempstar	NAC024AKA1	L002468339	2 TON	Condenser	North side of bldg	Visitor Center
Elawa Attic	1		2003	20	2023	Greenheck	ERV251H-20-A-ES	03I20164		Ducted Heat Recovery Unit	Sprinkler Room	Main Barn
Above Snake Closet	1		2018	16	2034	American Standard	AUH1B080A9421CB	18376KRT2G	80,000 BTU	Furnace	Above off display room	Main display area
	1		2018	16	2034	American Standard	4A7A3042E1000NA	18141T3HAF	3.5 TON	Condenser	NW Corral	Main display area
	1		2008	16	2024	Lennox	G61MP-60D-135-07	5907E23964	135,000 BTU	Furnace	East Basement	Classrooms
	1		2008	16	2024	Lennox	13ACD-060-230-04	5808D33226	5 TON	Condenser	South East side of building	Classrooms
	1		2008	16	2024	Lennox	WB2-17-3	none		Humidfier	East Basement	
	1		2008	16	2024	Lennox	G61MP-48L-090-07	5907B11346	90,000 BTU	Furnace	West Basement	Kitchen Area
	1		2008	16	2024	Lennox	13ACD-048-230-04	5808E28962	4 TON	Condenser	South west side of building	Kitchen area
	1		2008	16	2024	Lennox	WB2-17-3	none		Humidfier	West Basement	
	2		2003	30	2033	Greenheck	CSP-A710-QD	03E01305		Exhaust Fans	Bathrooms	Bathrooms
Cottage	1		2019	25	2044	Peerless	6304SPRKW-S	744244201702	177,000 MBH	Steam Boiler	Basement	Entire cottage
	1		2008	20	2028	Spacepak	ESP2430VR22	AAQ-1669		Blower Coil Unit	Basement	Entire Cottage
	1		2008	20	2028	Maytag	DS5BD030KA	DSD080100551	2.5 TON	Condenser		

SAMPLE

CITY OF LAKE FOREST ROOF CONDITION EVALUATION

BUILDING NAME	PHYSICAL CONDITION	DATE INSTALLED	ROOF SYSTEM	ROOF AREA	IRCA ESTIMATED REPLACEMENT DATE	CITY'S ADJUSTED REPLACEMENT DATE	Est Install Cost on 2014	ESTIMATED REPLACEMENT COST	NOTES
Lift Station One-Villa Turicum		2016	Modified Bitumen	221	2034	2014	\$3,800.00		Need to relocate in schedule
Bank Lane Parking Garage / 2 stairwells		2017	Modified Bitumen	400	2037	2042	\$8,000.00	\$8,623.00	Need to relocate in schedule
Public Safety - Fire Apparatus Bays		1999	Membrane	7,705	2019	2024	\$154,100.00	\$192,642.00	Est. change to Mod Bit at \$20 / sq.ft.
Public Safety - Police South Garage		1999	Membrane w/ballast	4,907	2019	2024	\$98,140.00	\$122,685.00	Includes Fire maintenance bay with ballast /Est. change to Mod Bit at \$20 sq.ft.
Gorton Community Center - East Flat Roof		2001	Membrane	1,818	2021	2026	\$63,630.00	\$110,000.00	Scheduled for fall of 2019
West Park		2002	Cedar Shakes	2,207	2022	2027	\$21,032.00	\$28,313.00	
Waveland Park		2004	Cedar Shakes	2,033	2024	2029	\$20,330.00	\$28,754.00	
City Hall flat and patio		2000	double membrane	600	2020	2030	\$12,000.00	\$17,396.00	

SAMPLE

PRICE PROPOSAL FORM

The City of Lake Forest Request for Proposals (RFP)

Pricing Proposal Form - Professional Services



The proposer agrees to contract with the City of Lake Forest to provide all necessary labor, supervision, machinery, tools, apparatus, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. NOTE: THIS IS TO CONTAIN THE COST FOR EACH PROPERTY AND THE TOTAL COST FOR THE COMPLETE PROPERY CONDITION ASSESSMENT FOR ALL PROPERTIES LISTED IN THIS RFP

Ectimated Starting	ı Data far Vaar 1	after award of Proposal:	
Louinaled olarling	i Dale iui i eai i	anti awanu un Frupusai.	

Building List – Year 1

NAME	ADDRESS	TOTAL FEE
Public Safety	255 W. Deerpath Road	
Recreation Center / CROYA	400 Hastings Road	
Senior Center	100 E. Old Mill Road	
Senior Center Garage	70 E. Old Mill Road	
Telegraph Train Station (TTD)	911 S. Telegraph Road	
Parks Buildings		
Everett Garage	1190 W. Everett Road	
Northcroft Ridge	1365 S. Ridge Road	
South Park	150 S. Maywood Road	
Townline Park	1555 W. Kennedy Road	
Waveland Park	600 S. Waveland Road	
West Park	850 N. Summit Avenue	
Recreation Buildings		
Everett Park	1190 Everett School Road	

TOTAL YEAR 1 FEE

Page | 20

Building List – Year 2

NAME	ADDRESS	TOTAL FEE
City Hall	220 E. Deerpath Road	
CNW	701 N. McKinley Road	
*Gorton Community Center	400 E. Illinois Road	
Fire Station #2	1111 S. Telegraph Road	
Municipal Building	800 N. Field Drive	
Sterling Hall @ Grove School	60 E. Old Mill Road	
Volwiler Hall @ Grove School	40 E. Old Mill Road	
Cemetery	520 E. Spruce Avenue	
Beach Buildings		
Boat Ramp	601 N. Lake Road	
North Beach House	701 N. Lake Road	
South Beach House	501 N. Lake Road	
Golf Course Buildings		
Golf Course Garage	500 W. Deerpath Road	
Golf Course Club House	500 W. Deerpath Road	
	TOTAL YEAR	R 2 FEE

^{*}Building may be removed from the final project

Total Proposal Price of all Proposal	operties:		
Company		Authorized Signature	
Address	City	State	Zip Code
Telephone Number		Fax Number	
Email Address		Date	



February 20, 2020

February 19, 2020

Dan Martin, Superintendent – Public Works City of Lake Forest Sealed Proposal: Facility Condition Assessment and Maintenance Plans c/o Public Works Department 800 N. Field Drive Lake Forest, IL 60045



RE: Sealed Proposal: Facility Condition Assessment and Maintenance Plans

Dear Mr. Martin,

Bureau Veritas (BV) is pleased to provide the City of Lake Forest (the "City") with the enclosed proposal in response to the Request for Proposals for Facility Condition Assessment and Maintenance Plans. EMG, a facilities consulting group with over 700 architects, engineers and building professionals became part of Bureau Veritas in March of 2018, and on January 1, 2020, was renamed Bureau Veritas Technical Assessments LLC. Bureau Veritas is a 200 year-old international firm with over 7,000 personnel in North America. Our division will continue to operate with the same structure and personnel as we had under the EMG name. This proposal details the BV team as highly qualified due to the following factors:

Highly Qualified Team | We are an architecture and engineering firm focused on lifecycle and capital planning studies. Our division employs 700 staff members nationwide, including licensed Professional Engineers, Registered Architects, and Certified Energy Managers.

Proven Experience BV has extensive experience with condition assessment projects. We have completed thousands of projects with more than 700 million square feet of space in the last five (5) years for State and Local Government, Educational, and Parks and Recreation clients..

Some of the clients for whom we completed similar projects:

- City of Yorkville, IL
- City of Highland Park, IL
- Village of Arlington Heights, IL
- City of Ann Arbor, MI
- City of Columbus, OH
- Mecklenburg County, NC
- City of Charlotte, NC
- Chesterfield County, VA
- Arlington County, VA

- Franklin County, KY
- Town of Plymouth, MA
- City of Burlington, VT
- Montgomery County, MD
- City of Fresno, CA
- County of Kern, CA
- City of Cuyahoga, OH
- City of Casa Grande, AZ
- Town of Littleton, MA

Bureau Veritas is committed to providing quality services, and consistently demonstrating our corporate commitment to quality, continual improvement, and client satisfaction. Bureau Veritas is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

The following pages detail our history, similar project experience, our key personnel and team, and our approach to your unique project. Bureau Veritas is committed to providing quality services, and consistently demonstrating our corporate commitment to quality, continual improvement, and client satisfaction. We appreciate the opportunity to propose on this project. I am the point of contact for this submittal and am authorized to negotiate for and bind BV to contract with the City of Lake Forest.

I am available at 800.733.0660, ext. 6683 or jeff.fox@bvna.com to further discuss our qualifications.

Sincerely,

Jeffrey Fox, Sr VP of Sales

Table of Contents

ITEM	PAGE
1. Proposal Executive Summary	1
2. Overview of Proposed Services and Timeline	2
3. Sample Report and Materials	10
4. References	
5. Exceptions and Deviations	
6. Price Proposal Form	20
7. General Certification Requirement Form	22
8. Identity Theft Protection Form	23
9. Addenda Acknowledgment	24

1. PROPOSAL EXECUTIVE SUMMARY

Profile

Bureau Veritas Technical Assessments LLC ("Bureau Veritas" or "BV") is a professional service consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 700 building professionals nationwide, including Registered Architects, Professional Engineers, Certified ADA Specialists, Certified Energy Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

Annually, BV assesses thousands of properties nationwide for clients similar to the properties for the City of Lake Forest, and has developed a proven and efficient methodology for our assessments and data collection, considering knowledge of property conditions, federal and state regulations, local codes, and client objectives, while conducting services and making recommendations.

In the State of Illinois, we have engaged XX FCA projects.

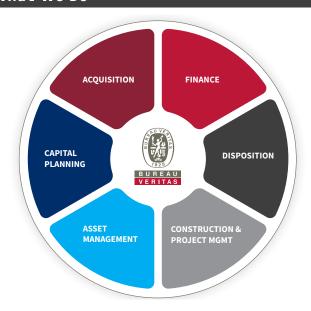
BV is financially sound with average revenues of \$85M average over the past five years – more than \$100M last year alone. With the depth and resources to complete this project, BV is committed to providing quality services to the City's satisfaction.

SERVICES

- Facility Condition Assessments
- Inventory, Barcoding and Tagging
- Capital Planning Software
- Space Analysis
- Educational Adequacy
- Energy Studies
- Capital Planning
- Feasibility Studies
- Project Management
- Commissioning
- ADA Accessibility Compliance
- Construction Monitoring
- Plan and Document Review
- Preventive Maintenance



What We Do



Company At-a-Glance

Name of Company: Bureau Veritas Technical

Assessments LLC

Year Founded: 1986

Headquarters Address: 10461 Mill Run Circle,

Suite 1100

Owings Mills, MD 21117

Primary Contact: **Jeffrey Fox**

Sr Vice President of Sales

Telephone: (800) 733-0660, ext. 6683

Email: jeff.fox@bvna.com

Website: bvna.com

Principals: Nestor M. Benavides – CEO

Heather Bush - Vice President,

Secretary, Treasurer



2. OVERVIEW OF PROPOSED SERVICES AND TIMELINE

PROJECT UNDERSTANDING

BV understands that the Facility Condition Assessment (FCA) project with The City of Lake Forest ("City") will:

- Include a comprehensive assessment of all sites, buildings, building systems, and infrastructure.
- Follow ASTM E2018-15 Standard Guide for Property Condition Assessments, as applicable.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.

We understand that a key factor to performing FCAs is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues, which can range from deferred maintenance, or premature replacement of building systems that can prove costly.

DATA GATHERING AND INTERVIEW

Our project plan details three distinct phases of the project. During each phase, we will require coordination and support from the City's facility management.

Data Gathering Phase – BV will need the support of staff who can provide us access to drawings and records. The following is a typical list of exhibits requested.

- Inspection reports (sewer, boiler, chiller, etc)
- Building systems Maintenance Records
- Maintenance policy documentation
- Owner elected repair list (if available)
- Original building plans (can be viewed on-site)
- Capital expenditure schedules (prior or planned)
- Fire protection / life safety plans
- Rehabilitation budget and scope (draft or final)
- Certificates of occupancy / facility license
- Prior assessments
- Site plan / floor plans

- Accessibility transition plans / studies
- CMMS / IWMS data set

In addition to the drawings and records, we will supply a presurvey questionnaire for each facility or site. Our expectation is that someone with knowledge of maintenance and operations of the facility will complete this survey and be prepared to discuss it with us while on-site.

Site Phase – BV will need support in the form of escorts while in the facilities to help us access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

Report Review Stage – BV will provide a complete deliverable for each facility.

BV will become familiar with the City's existing Project Directory - property list and contact directory for each location. We will contact or interview the facilities contacts as part of tour process to determine current use requirements and priority of properties based on agency goals.

Working with the City, we will develop procedures to gain Facility Access. Our visits will be coordinated and pre-approved by the City prior to the visit. We will work with the City to establish a protocol that will ensure that our activities will have minimal disruption to the operation of each facility and will maintain a safe work environment.

TECHNICAL APPROACH

Prior to assessments beginning, BV will conduct a Kick-Off Meeting to review requirements and to consolidate exhibits such as drawings and prior completed reports.

During the term of the project, BV will conduct regular Progress Meetings to maintain open communication with the entire project team and the City. BV will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. BV will provide the City with a written status report that tracks and monitors the progress of the assessments against the schedule submitted.

BV has allocated time for regular teleconference meetings and the following in-person meetings: Kickoff, Pilot Review, Presentation of findings, and Final presentation. Any additional in-person meetings will be on a time and expense basis.

PILOT PROGRAM

To begin the work, BV proposes a Pilot Program where we

will perform an assessment of a single building and prepare a written Draft Report for review. A meeting will be held with the City staff to review the draft report before assessing the remaining buildings. BV's Assessment Team will visit the building to evaluate the general condition of the buildings and site improvements, review available construction documents in order to become familiar with, and be able to comment on the in-place construction systems, life safety, mechanical, electrical and plumbing systems, and the general built environment.

FIELD ASSESSMENTS

The Assessment Team will conduct a walk-through survey of the facility and site to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies.

As a part of the walk-through survey, the Team will survey 100% of each facility. BV will survey the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and recreational/other areas as applicable. They will interview the building maintenance staff about the property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements. The Assessment Team will develop opinions based on their site assessment, interviews with the City's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated.

The Team may also question others who are knowledgeable of the property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.

The Assessment Team will review documents and information provided by the City's maintenance staff that could aid the knowledge of the property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

The facility condition assessment will will include the City identified assets and will focus on the following facility and site systems and components:

Site + Infrastructure

- Topography: Observe general topography and note any unusual or problematic features or conditions observed or reported.
- Paving, Curbing, and Parking: Identify material types of paving and curbing systems at the property.
- Flatwork: Identify material flatwork at the property (sidewalks, plazas, patios, etc.).

- Landscaping and Appurtenances: Identify material landscaping features, material types of landscaping (fences, retaining walls), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds).
- Utilities: Identify type of material utilities provided to the property (water, electricity, natural gas); and assess condition, physical deficiencies, life cycle repair, and replacement issues.

Recreational Facilities (If Applicable):

Identify any material on-site recreational facilities such as athletic fields, swimming pools, spas, tennis or basketball courts, jogging or bicycle paths, etc. Observe the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported.

Structural Frame + Building Envelope

- Identify material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visually inspect observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).

Wall Evaluation

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware and visually inspect exterior conditions and condition of waterproofing seals.
- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

Curtain Wall - As Required

Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; may include observations from internal and external vantage points, as well as adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.

• Review provided drawings and records of repair, replacement, and maintenance of framing and glazing.

Roofing (Non-Invasive Visual)

- Identify material roof systems (roof type, reported age, slope, drainage) and any unusual roofing conditions or rooftop equipment.
- Observe general conditions of the roof system (membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation).
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or unusual items observed or reported.
- Identify material rooftop equipment or accessories (antennas, lightning protection, HVAC equipment, solar equipment). Include any material problems reported.
- BV understands that the City will provide OSHA compliant ladders, lifts and/or scaffolding (depending on roof type) so that the Project Manager may safely access roof areas. If requested, BV can provide a quote for lift and/or ladder access as needed. Observations will be limited to readily accessible areas.

Plumbing

- Identify material plumbing systems at the property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify type and condition of restroom fixtures, drinking fountains and/or other plumbing equipment.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Include any reported material system inadequacies.

Heating

- Identify material heat generating systems at the property.
- Observe general conditions, identify reported age of the equipment, note past material component replacements/ upgrades, note apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Identify and observe any special or unusual heating systems or equipment present (fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

Air-Conditioning + Ventilation

 Identify the material air-conditioning and ventilation systems at the property. Include material equipment such as cooling towers, chillers (type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.

- Identify material distribution systems (supply and return, make-up air, exhaust) at the property.
- Observe general conditions, identify equipment reported age, note past material component upgrades/replacements and apparent level of maintenance, and identify if a maintenance contract is in place (contractor name). If AC and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

Electrical

- Identify the electrical service provided and distribution system at the property.
- Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items (distribution panels, type of wiring, energy management systems, emergency power, lightning protection).
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Also, note the presence of any special or unusual electrical equipment, systems, or devices at the property, and include reported material problems or system inadequacies.

Life Safety + Fire Protection

- Identify material life safety/fire protection systems at the property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- Observe general conditions and note any material physical deficiencies identified or unusual items or conditions observed or reported including any reported system inadequacies.

Elevators + Vertical Transportation

- Identify vertical transportation systems at the property.
 Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.

- Identify the company that provides elevator/ escalator maintenance at the property. Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported including any reported material system inadequacies.
- Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc.; entering elevator/escalator pits or shafts.

Interior Elements

- Identify offices, special use areas, and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. BV will identify material building amenities or special features.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported.

Food Service Spaces and Equipment

 Assess all food service equipment and spaces (kitchen, cafeteria, dining, serving areas). Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.

Special Systems and Equipment

 Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.

Limited Accessibility Compliance

Provide a general statement of the building's likely compliance to the Americans with Disabilities Act to help identify whether the City may be exposed to issues and there is the need for further review.

Suspected Fungal Growth

 Perform a limited assessment of accessible areas for suspected fungal growth. If the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. elevated relative humidity, water intrusion, and mildew-like odors is discovered, affected areas will be photographed and recommendations for any additional moisture intrusion studies will be made.

Environmental Features

 Review environmental features of the property, to include appearance, cleanliness, acoustics, ventilation, and humidity.

Lead-based Paint

Review existing testing data and other documentation regarding lead-based paint available on site (included in the cost of the FCA); evaluate physical condition and develop

- cost estimates for remediation of paint necessitated by pending renovations.
- Able to provide a licensed lead-based paint inspector to conduct testing using an x-ray fluorescence analyzer at the Project as an additional service. The instrument is completely non-destructive and yields instantaneous results.

Asbestos

- Review existing testing data and other documentation regarding asbestos available onsite (included in the cost of the FCA); evaluate physical condition and develop cost estimates for remediation of asbestos likely to be disturbed by renovations.
- If asbestos testing is requested, BV will provide a licensed asbestos inspector to collect samples of suspect asbestoscontaining materials at the Project as an additional service. Scope of this sampling will be determined after review of existing data, costs will be based on daily rate plus the cost of analysis.

Energy Conservation Analysis

- Consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.
- Able to provide an Energy Audit (ASHRAE Level I, II, or III) or Benchmarking (EnergyStar) services as an additional service.

Ranking and Classification

Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; BV will render our opinion as to when a system or component will most probably necessitate replacement.

Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

BV can rate the condition of each facility with the below rating system, or another City-specified scale:

- **5 Excellent -** No visible defects, new or near new condition, may still be under warranty if applicable
- **4 Good** Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
- **3 Adequate -** Moderately deteriorated or defective, but has not exceeded useful life
- 2 Marginal Defective or deteriorated in need of

replacement; exceeded useful life

Poor - Critically damaged or in need of immediate repair; well past useful life

BV can also include alternative categories to rank and weight priorities as required by the City, such as functional deficiencies, aesthetics, time-based urgencies, and other mission critical factors. The analysis will include all cost observations ranked by Priority Classes.

The five classes below are typical but can be altered to meet your specifications and needs:

DEFICIENCY CATEGORIES/PLAN TYPES

Each deficiency identified in the Assessment shall be classified in the following manner (or other City defined categories):

Category 4 - Energy and Sustainability: When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

Category 5 - Security: When a system requires replacement due to a security risk or requirement.

The deficiencies observed will be classified into categories such as those below using the Uniformat System:

Level 2

A = 0	4 4 0	- 1
A10	A I ()	Foundations

A20 A20 Basement Construction

B10 B10 Superstructure

B20 Exterior Enclosure

C10 C10 Interior Construction

C20 C20 Stair

C30 C30 Interior Finishes

D10 D10 Conveying D20 D20 Plumbing

D30 D30 HVAC

D40 D40 Fire Protection

D50 D50 Electrical E10 E10 Equipment E20 E20 Furnishings

F10 F10 Special Construction

F20 F20 Selective Building Demolition

Priority 1: Currently Critical (Immediate):

Requiring immediate action including a cited safety hazard and areas of accelerated deterioration, returning a building component to normal operation.

Priority 1

Priority 2: Potentially Critical (Year 1-2):

Requiring action in the next year including components experiencing intermittent operations, potential life safety issues, and rapid deterioration, returning a building component to normal operation.

Priority 3

Priority 2

Priority 3: Necessary-Not Yet Critical (Years 3-5):

Requiring appropriate attention to preclude predictable deterioration, potential downtime, additional damage, and higher costs to remediation if deferred further.

Priority 4: Recommended (Years 6-10; Years 15-20):

Representing a sensible improvement to the existing conditions (not required for the most basic function of the facility; however, will improve overall usability and/or reduce long-term maintenance costs).

Priority 4

Priority 5: Does Not Meet Current Code but "Grandfathered":

No Action required at this time but should substantial work be undertaken correction would be required.

Driority !

Category 1- Scheduled Maintenance: Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.

Category 2 - Deferred Maintenance: Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

Category 3 - Capital Renewal: Planned replacement of building systems that have reached the end of their useful life.

Cost Estimating

BV's cost estimating database is comprised of both Whitestone Research and RS Means data, and further customized with proprietary cost tables developed by BV, based on historical and localized actual costs. BV maintains and updates our Uniformat-based cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is

typically more current than Whitestone Research and RS Means' models.

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report will provide options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, age and estimated RUL, anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may at the City's option, also include project management, construction, and design fees derived using actual costs from previous projects. After determining these costs, we will confirm these costs with the City Staff.

Report Deliverables

BV will provide an in-depth report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and include digital photos of major systems and components and of all deficiencies identified. Reports will include current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

BV will provide the following reports depending on the size of the buildings or site:

Building Condition Report – Standard: Each report will be generally organized by building system and will include an analysis of all building systems and components. Each report will include color digital photos of all major systems and components and will include photos of all deficiencies identified. These deficiencies will be summarized in a capital needs analysis table included throughout each report.

Building Condition Report – Abridged: For buildings less than 5,000 SF the report format in comparison with the standard will be abbreviated due to the fact that there are fewer major systems and conditions to observe and report on.

Group Building Condition Report: This report format is for sites with multiple buildings. An overall report will represent the multiple building site, with individual building assessments contained within. In addition to the hardcopy 'campus' report, the data collection/capital planning software allows individual building data reports to be generated.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, system, or priority for repair, and a year-by-year analysis of capital needs.

Facility Condition Index

A Facility Condition Index (FCI) will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The FCI will be generated from the data collection/capital planning database

and will be updated as components age or are replaced.

Capital Plan

BV will draft a capital budget including prioritized recommendations to reduce backlog - and can suggest possible phasing based on the City's available capital and existing projected budgets.

Reports will reflect a 5, 10, or 20-year capital plan based on BV's 20-year building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority for repair. Tables will allow for the customization of reporting and a year-by-year capital needs analysis.

The report will include:

- A 5, 10, or 20-year Capital Plan with an Executive Summary with graphic presentation of results to provide a quick, userfriendly summary of the property's observed condition and estimated costs assigned by category. Estimated costs shall be cross-referenced to report sections and elaboration of cost issues will be presented.
- Components observed that are exhibiting deferred maintenance issues and estimates for immediate and capital repair costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last five-year periods, or currently under contract. BV shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- Recommended schedule for replacement or repairs (schedule of priorities).
- Digital photographs for the buildings including photos of deficiencies.
- General description of the property and improvements and comment generally on observed conditions.
- Critical repairs and life safety issues separately from repairs anticipated over the term of the analysis.
- FCI number for the building.

BV will submit PDF draft reports electronically and once approved and finalized, a program summary report to include a roll-up of all prioritized capital needs across all facilities. BV can deliver bound hard copy final reports and flash drives loaded with the completed reports. All electronic copies of the report will include all text, deficiency tables, digital photos, and supporting documentation and report appendices.

Program-wide Report

In addition to each building report, BV will develop a programwide report that includes a ranked system-wide Capital Plan for all facilities with programmatic conclusions and recommendations. The report includes a brief narrative description of each facility/building component and system, and discusses the current and anticipated repairs and deficiencies of all buildings assessed. The report analyses will include tables sorted by building system and ranked by priority for repair. The format of the tables will allow for the several perspectives of reporting by FCI, building, system, or priority for repair, and a year-by-year analysis of capital needs.

Equipment and Asset Inventory

During the assessment, each field team will be responsible for collection and storing the inventory and condition assessment data in an electronic format that is readily transferable to many CMMS systems.

BV will collect information on the major pieces of facility equipment. Specifically, the data collection will include Citydefined assets, and also focus on the following components:

- HVAC (level of detail for which Preventive Maintenance would be performed)
 - Heating System
- Identify boilers, furnaces, unit heaters and major labeled equipment
 - Ventilation System
 - Identify the major labeled equipment; exhaust hoods, fans
 - Air Conditioning System
 - O Identify the material air-conditioning components, including cooling towers, compressors, chillers, package units, roof top units, split systems and major labeled equipment. Excluded are window units, terminal units, VAV boxes, and thermostatic controls

Electrical

- Major panels only-for identification to track maintenance
- Transformers
- Switchgear

Equipment

Building Automation System

Plumbing

- Pumps external to HVAC systems
- Domestic Hot Water heaters over 80 gallons
- Other major labeled equipment
- Commercial Kitchen major equipment (above approximately \$2000 value)
 - Walk-in freezer and refrigerator equipment
 - Ovens, stoves, broilers, grills
 - Reach-in refrigerators and freezers
 - Dishwashers

Fryers

Life Safety/Security

- High Level (system level) only-for identification to track maintenance
 - o Alarm Panels
 - o Emergency generators
 - o Exhaust hood fire suppression

Vertical Transportation

Where appropriate, the following data will be collected for each component:

- Location data
- Model
- Serial Number
- Manufacturer
- Manufactured Date

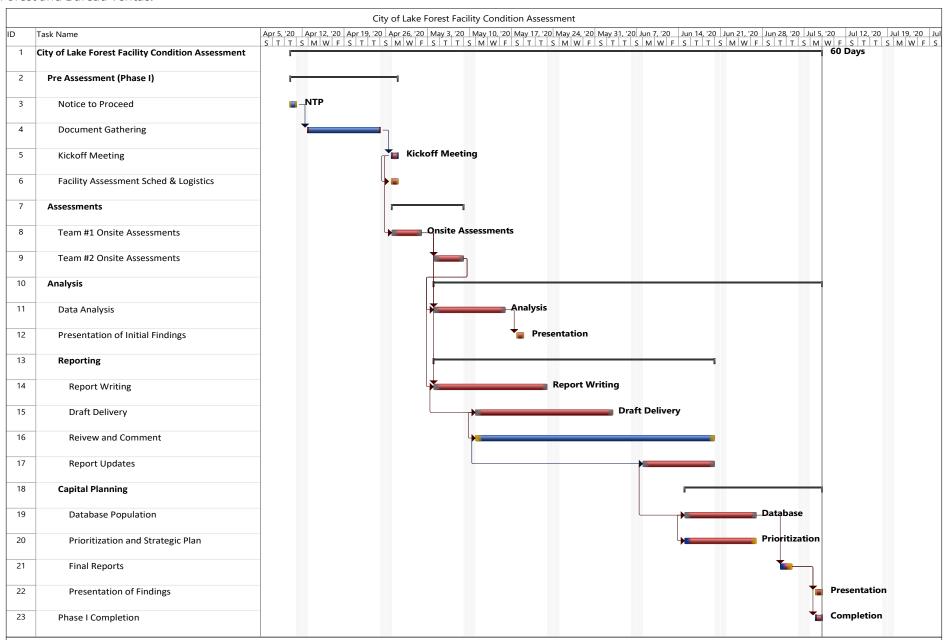
OPTION: Barcoding / QR Coding

For the above referenced equipment, BV will apply a durable barcode / QR code/asset tag with a unique number for use as an identifier in the CMMS system. We will use labels supplied by the City or a vinyl tag for indoor applications, and a durable foil tag for outdoor use. Barcode / QR code numbers will be recorded in the database and all future work orders etc., and can be tied back in to a single piece of equipment or system.

The cost of Barcoding / QR coding assumes that we will tag equipment during the FCA process.

BV PROPOSED TIMELINE AND SCHEDULE

Bureau Veritas has the required resources to perform the project in a timely manner. The proposed schedule below is open to discussion between the City of Lake Forest and Bureau Veritas.



3. SAMPLE REPORT AND MATERIALS

Location

We have included a separately-bound sample report for a similar Facility Condition Assessment project we completed for the City of Lake Forest. Below is a sample Replacement Reserves Table.

ire Station #1														2030	2031		032		2034	2035	203			203		2039	2040			lated Estim
TC Olddorf #1	\$146,933	\$161,714	\$0	\$	\$1,3	361	\$0	\$19	0,997	\$0	\$28,96	9	\$0 \$	164,244	\$510,848		\$0	\$0	\$0	\$5,937	\$367,52	6	\$0	\$	60	\$0	\$224,074	1		\$1,802,6
istorical Society - Banta House	\$28,375	\$52,915	\$0	\$	60	\$0	\$0	\$	5,991	\$0	\$	0	\$0	\$13,599	\$0		\$0	\$0	\$0	\$9,649	\$28,03	1	\$0	\$	00	\$0	\$26,316	š		\$164,8
fillage Hall	\$374,064	\$0	\$108,668	\$181,09	94 \$44,1	126	\$0	\$	1,506	\$0	\$524,70	2	\$0 \$	640,368	\$0		\$0 \$2,2	202,592	\$648,890	\$145,586	\$1	0	\$0	\$405,46	.7	\$0	\$675,602	2		\$5,952,0
Grand Total	\$549,372	\$214,629	\$108,668	\$181,09	\$45,4	486	\$0	\$19	8,494	\$0	\$553,67	1	\$0 \$	818,211	\$510,848		\$0 \$2,2	202,592	\$648,890	\$161,171	\$395,55	7	\$0	\$405,46	i 7	\$0	\$925,992	2		\$7,920,
ire Station #1 ID Cost Description 12011 535923 Exterior Wall, Brick or to Exterior Door - Service 12032 535915 Exterior Door - Service 13011 535919 Roof, Asphalt Shingle,	Doors, Steel Ins			Life (EU	span L) E	14 14 14	RUL 11 11 6	Quantity 4200 3 20000	SF EA	-	\$203,036 \$5,542		2021	1 2022	2023 2	024 2	\$80,096		2028	2029 2030	2031 \$203,036 \$5,542	2032	2033	2034	2035	2036	2037	2038 2	2039 204	Deficie 140 Rej Estim \$203,1 \$5,5
2021 536058 Interior Stair Treads, R	aised Rubber Tile	e, Replace			18	14	4	115	SF	\$10.51	\$1,209				\$1,	209														\$1,2
3012 535910 Interior Wall Finish, Gy	psum Board/Plas	ster/Metal, Pre	p & Paint		8	8	0	11200	SF	\$1.66	\$18,624	\$18,624							\$18,624							\$18,624				\$55,8
3012 535909 Interior Wall Finish, Co	ncrete/Masonry,	Prep & Paint			8	8	0	2500	SF	\$1.70	\$4,245	\$4,245							\$4,245							\$4,245				\$12,
3012 535921 Interior Wall Finish, Vin	yl, Replace				15	14	1	2200	SF	\$2.66	\$5,848		\$5,848													\$5,848				\$11,
3021 535922 Interior Floor Finish, Ep	oxy Coating, Pre	ep & Paint			10	10	0	6200	SF	\$10.23	\$63,454	\$63,454								\$63,454									\$63,45	54 \$190,
3024 535917 Interior Floor Finish, Vi	nyl Tile (VCT), R	eplace			15	14	1	3500	SF	\$5.62	\$19,673		\$19,673													\$19,673				\$39,
3025 535920 Interior Floor Finish, Ca	arpet Standard-C	commercial Me	dium-Traffic, F	Replace	10	10	0	3705	SF	\$8.50	\$31,498	\$31,498								\$31,498									\$31,49	98 \$94 ,4
3031 535928 Interior Ceiling Finish,	Gypsum Board/P	Plaster, Prep &	Paint		10	10	0	12000	SF	\$2.27	\$27,261	\$27,261								\$27,261									\$27,26	61 \$81,
535906 Interior Ceiling Finish,	Acoustical Tile (A	CT), Replace			20	14	6	12000	SF	\$3.64	\$43,702						\$43,702	2												\$43,
02023 536011 Water Heater, Gas, Co	mmercial, 250 G	AL, Replace			15	14	1	1	EA	\$20,620.08	\$20,620		\$20,620													\$20,620				\$41,2
2023 536028 Domestic Water Circula	ator Pump, 1/3rd	HP, Replace			15	14	1	3	EA	\$3,998.26	\$11,995		\$11,995													\$11,995				\$23,9
03021 536005 Boiler, Gas, 259 MBH,	Replace				25	14	11	1	EA	\$18,451.10	\$18,451										\$18,451									\$18,4
03021 536008 Boiler, Gas, 259 MBH,	Replace				25	14	11	1	EA	\$18,451.10	\$18,451										\$18,451									\$18,4
03021 536006 Boiler, Gas, 259 MBH,	Replace				25	14	11	1	EA	\$18,451.10	\$18,451										\$18,451									\$18,4
03031 536012 Chiller, Air-Cooled, 43.	5 Tons, Replace				25	14	11	1	EA	\$91,556.16	\$91,556										\$91,556									\$91,
03041 535924 Variable Air Volume (V	AV) Unit, 100 to 4	100 CFM, Repl	lace		15	14	1	14	EA	\$4,850.19	\$67,903		\$67,903													\$67,903				\$135,8
03041 536015 Air Handler, Interior, 14	,450 CFM, Repla	ace			30	14	16	1	EA	\$49,157.61	\$49,158															\$49,158				\$49,
03044 535913 Circulation Pump, Hear	ing Water, 3 HP,	Replace			20	14	6	2	EA	\$5,447.83	\$10,896						\$10,896	6												\$10,
03045 536020 Circulation Pump, Chill	er & Condenser	Water, 3 HP, R	teplace		20	14	6	1	EA	\$5,447.83	\$5,448						\$5,448	3												\$5,4
3049 535925 Humidifier, Electric, Du	ct w/ Controls, R	eplace			20	5	15	1	EA	\$3,810.45	\$3,810														\$3,810					\$3,
03051 535929 Infrared Heater, Gas-Fi	red Tubular 20' t	o 80' Length, 4	10 MBH, Repla	ace	25	14	11	4	EA	\$3,390.05	\$13,560										\$13,560									\$13,
536040 Fire Alarm Control Pan	el, Multiplex, Rep	place			15	14	1	1	EA	\$5,016.97	\$5,017		\$5,017													\$5,017				\$10,0
1093 535927 Commercial Kitchen, E	xhaust Hood, Re	eplace			15	14	1	1	EA	\$8,866.48	\$8,866		\$8,866													\$8,866				\$17,
1093 535926 Commercial Kitchen, R	ange/Oven, 6-Bu	urner w/ Griddl	e, Replace		15	14	1	1	EA	\$10,876.25	\$10,876		\$10,876													\$10,876				\$21,
1094 535912 Residential Appliances	-		ce		15	14	1	3	EA	\$1,119.52			\$3,359													\$3,359				\$6,
1094 535918 Residential Appliances	, Clothes Dryer, I	Replace			15	14	1	1	EA	\$1,290.30	\$1,290		\$1,290													\$1,290				\$2,
1094 535916 Residential Appliances					15	14	1	1	EA	\$1,557.41			\$1,557													\$1,557				\$3,
2012 535996 Kitchen Counter, Natur	al Stone, Replac	e			20	14	6	150	LF	\$132.10	\$19,815						\$19,815	5												\$19,8
	Enclosures, Wo	104 1 1 0 1	D 1		20	20	* 0	1	EA	\$1,851.64	\$1.852	\$1.852																	\$1.85	52 \$3 .7

\$146,933 \$161,714 \$0 \$0 \$1,361

\$0 \$190,997

\$0 \$28,969

\$0 \$164,244 \$510,848

Totals, Escalated (3.0% inflation, compounded annually)

* Markun/I ocationEactor (1.171) has been included in unit costs

\$0 \$224,074 \$1,802,6

Total Escalated Estima

Proposed Project Team

BV's Team includes Professional Engineers and Energy Managers with an average of over 20 years of relevant experience. These professionals develop and write the assessment report and coordinate logistics and document collection for each assessment. BV also has an internal information technology group that supports the development of field data collection programs and client database applications.

Jeffrey Fox | Project Executive

Mr. Fox will serve as Project Executive, and will oversee all contractual aspects of the project and will be available to meet with the City for the duration of the project on an as-needed basis. He will be responsible for defining the scope of engagement, and meeting regularly with Mr. Hupp and the Assessment Team to assure the City's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

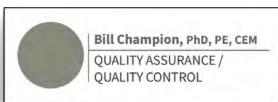
Andrew Hupp | Program Manager

The City will have a primary point of contact in Mr. Hupp throughout the duration of the project. He will be responsible for the overall team performance and delivery of the overall project. He will work with the Assessment Team and the City to assure project success. He will conference with the City on an agreed-upon basis, and will be responsible for delivering assessment results, and for working with City Staff to develop the implementation plan based on the results.

Bill Champion, PhD, PE, CEM | Quality Assurance Manager

Mr. Champion will serve as Quality Assurance Manager, and will provide general

quality assurance oversight to the project, assuring technical, process, and content quality. His expertise will allow for quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project.



Assessment Team

The Assessment Team is comprised of professional engineers and energy managers having direct experience in conducting Facility Condition Assessments. They will observe and describe building systems and components, identify physical deficiencies, and formulate recommendations to remedy the deficiencies.

Resumes for the key personnel are included on the following pages.





JEFFREY FOX

PROJECT EXECUTIVE

Mr. Fox is the Project Executive for this project. His experience includes Facility Condition Assessments, Energy Audits, ADA Assessments, Physical Needs Assessments, and Capital Planning databases. Working with Federal, State, and Local Governments, Housing Authorities, K-12 & Higher Education entities, and Private Industry owners, Mr. Fox has the primary responsibility for defining scopes of engagement and meets regularly with the Program Managers and project teams to ensure client needs are being met and projects are running smoothly and on schedule.

PROJECT EXPERIENCE:

City of Highland Park, IL

Facility Condition Assessment

City of Wauwatosa, WI

Facility Condition Assessment

Chesterfield County, VA

Facility Condition Assessment

Arlington County, VA

Facility Condition Assessment

State of Vermont, VT

Facility Condition Assessment

Sumter County, FL

Facility Condition Assessment

Town of Chapel Hill, NC

Facility Condition Assessment

YEARS OF EXPERIENCE: 22







ANDREW HUPP

PROGRAM MANAGER

Mr. Hupp will manage the Assessment Team and will meet with the City on an agreed-upon basis to ensure project success. He will be accountable for the overall BV Team performance and will be responsible for delivering assessment results, and for working with the County to develop the implementation plan based on the results.

PROJECT EXPERIENCE:

City of Highland Park, IL

Facility Condition Assessment

City of Yorkville, IL

Facility Condition Assessment

Village of Arlington Heights, IL

Facility Condition Assessment

Bloomington Public Transportation, IN

Facility Condition Assessment

City of Columbus, OH

Facility Condition Assessment

New Hanover County, NC

Facility Condition Assessment & ADA Assessment

State of Vermont, VT

Facility Condition Assessment

Arlington County, VA

Facility Condition Assessment

City of Orange, FL

Facility Condition Assessment

Town of Mansfield, CT

Facility Condition Assessment, Energy Audit & Facilities Master Plan

YEARS OF EXPERIENCE: 22







BILL CHAMPION, PhD, PE, CEM

QUALITY ASSURANCE MANAGER

Dr. Champion is a Professional Mechanical Engineer and Certified Energy Manager with 24 years of experience in local and state government, retail, public housing, higher education, industrial, and K-12 Education industries. As Quality Assurance Manager, he provides general oversight to the project from the perspective of assuring technical, process, and content quality.

PROJECT EXPERIENCE:

City of Highland Park, IL

Facility Condition Assessment

City of Yorkville, IL

Facility Condition Assessment

Village of Arlington Heights, IL

Facility Condition Assessment

City of Columbus, OH

Facility Condition Assessment

Town of Chapel Hill, NC

Facility Condition Assessment & Inventory

Chesterfield County, VA

Facility Condition Assessment

Arlington County, VA

Facility Condition Assessment & Facilities Master Plan

City of Casa Grande, AZ

Facility Condition Assessment & Energy Audit

Montgomery County, MD

FCA and Energy Audit of Equipment and Maintenance Operation Centers

YEARS OF EXPERIENCE: 24





Education

Doctor of Philosophy, Civil Engineering, Univ of MD MBA, University of Rochester MS, Mechanical Engineering, State University of NY

BS, Mechanical Engineering, State University of NY

Registration

PE | MD #40120; NY #08786; DC #PE906172 Certified Energy Manager #16649



DAVID HARRELL, PE, CEM ASSESSMENT TEAM

PROJECT EXPERIENCE:

Surry County, NC

Facility Condition Assessment

Chesterfield County, VA

Facility Condition Assessment

YMCA of Greater Richmond, VA

Facility Condition Assessment

City of Fresno, CA

Facility Condition Assessment

YEARS OF EXPERIENCE: 22



Education

Master of Engineering, University of Maryland Bachelor of Science, Engineering, University of South Carolina

Registration

Professional Engineer | MD | 4804056 Certified Energy Manager | 16649



MARK CHAMBERLAIN ASSESSMENT TEAM

PROJECT EXPERIENCE:

Village of Arlington Heights, IL

Facility Condition Assessment

Chesterfield County, VA

Facility Condition Assessment

Town of Wakefield, MA

Facility Condition Assessment

City of Reading, PA

Facility Condition Assessment

YEARS OF EXPERIENCE: 30+



Education

Coursework, Business Administration, Manchester Community College

4. REFERENCES





PROJECT PROFILE

CITY OF YORKVILLE, IL

FACILITY CONDITION ASSESSMENT, ASSET INVENTORY, BARCODING AND TAGGING

EMG* was contracted by the City of Yorkville to perform a facility condition assessment of approx. 105,000 square feet of facilities, including the city hall, correctional facility, public works stations and wells, park and rec facilities, and historic buildings. The facilities were assessed to the building system and component levels for condition, remaining life cycle, cost to replace, and evaluation of repair versus replace options.

EMG organized the property assessment schedule and coordinated with the City to perform assessments efficiently without disrupting facility activities. The assessments included complete visual inspections of facility components (exterior systems, interior finishes, fire/life systems, accessibility issues, MEP systems). We described facility deficiencies, provided corrective action for each deficiency, and established prioritization standards to characterize deficiencies.

EMG also collected asset inventory, and affixed barcode labels to each piece of equipment physically inventoried. The barcodes used were vinyl tags for interior, and foil weatherproof tags for exteriors. They have unique, serialized numbers, and barcode representations of these numbers for use with client CMMS.

LOCATION

Yorkville, IL

SERVICE

Facility Condition Assessment Inventory Tagging Barcoding

SIZE

105,000 SF 39 Buildings

BUILDING TYPES

City Hall Jail Library Public Works Stations Garages Park Facilities Wells

COMPLETION

2017

REFERENCE

Peter Ratos City of Yorkville 800 Game Farm Road Yorkville, IL 60560 T: (630) 553-8574 E: pratos@yorkville.il.us

^{*}EMG became Bureau Veritas Technical Assessments LLC on 1.1.2020





PROJECT PROFILE

CITY OF HIGHLAND PARK, IL

FACILITY CONDITION ASSESSMENT

EMG* was selected by the City of Highland Park to provide facility condition assessments for various City-maintained properties. The assessment included thorough examination and lifecycle assessment of the buildings, property, and major systems including plumbing, mechanical, electrical, roofing, seismic risk, general code compliance, and ADA compliance.

EMG completed a comprehensive reserve schedule to help in the budgeting and replacement of assets as needed over the next 20 years. The project prioritized capital improvement projects, repairs, replacements, and maintenance.

This project included 20 buildings and facilities. The facilities included City Hall, Fire Stations, Youth and Recreation Centers, a Library, an Arts Center, a Senior Center, a Garage, and Water Treatment and Pumping Stations.

LOCATION

Highland Park, IL

SERVICE

Facility Condition Assessment

SIZE

615,000 SF 20 Facilities

BUILDING TYPES

City Hall
Fire Station
Library
Rec Center
Arts Center
Senior Center
Youth Center
Pumping Stations
Garage

COMPLETION

2017

REFERENCE

Joe O'Neill City of Highland Park 1150 Half Day Road Highland Park, IL 60035 T: (847) 432-0807 E: joneill@cityhpil.com

^{*}EMG became Bureau Veritas Technical Assessments LLC on 1.1.2020





PROJECT PROFILE

VILLAGE OF ARLINGTON HEIGHTS, IL

FACILITY CONDITION ASSESSMENT, INVENTORY

EMG* EMG was contracted by the Village of Arlington Heights to perform a facility condition assessments of over 350,000 square feet of facilities, including the village hall, fire stations, a train station, public works stations and wells, a senior center, and historic buildings. The facilities were assessed to the building system and component levels for condition, remaining life cycle, cost to replace, and evaluation of repair versus replace options.

EMG organized the property assessment schedule and coordinated with the City to perform assessments efficiently without disrupting facility activities . The assessments including complete visual inspections of facility components (exterior systems, interior finishes, fire/life systems, accessibility issues, MEP systems). We described facility deficiencies, provided corrective action for each deficiency, and established prioritization standards to characterize deficiencies.

During the assessments, EMG also collected all inventory and condition assessment data such as make, model, serial number, and location for each piece of equipment. The data was easily transferred to the Client's CMMS system.

LOCATION

Arlington Heights, IL

SERVICE

Facility Condition Assessment Inventory

SIZE

353,168 SF 23 buildings

BUILDING TYPES

Village Hall Fire Stations Train Station Historic Facilities Public Works Stations Garages Park Facilities Wells

COMPLETION

2016

REFERENCE

Chester Gorecki Village of Arlington Heights 222 N. Ridge Avenue Arlington Heights, IL 60005 T: (847) 368-5805 E: cgorecki@vah.com

^{*}EMG became Bureau Veritas Technical Assessments LLC on 1.1.2020

5. EXCEPTIONS AND DEVIATIONS

Bureau Veritas has no exceptions nore deviations and is able to complete the work on time and within budget.

PRICE PROPOSAL FORM

The City of Lake Forest Request for Proposals (RFP)

Pricing Proposal Form - Professional Services



The proposer agrees to contract with the City of Lake Forest to provide all necessary labor, supervision, machinery, tools, apparatus, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. NOTE: THIS IS TO CONTAIN THE COST FOR EACH PROPERTY AND THE TOTAL COST FOR THE COMPLETE PROPERY CONDITION ASSESSMENT FOR ALL PROPERTIES LISTED IN THIS RFP

Estimated Starting Date for Year 1 after award of Proposal: April 10, 2020

Building List – Year 1

NAME	ADDRESS	TOTAL FEE
Public Safety	255 W. Deerpath Road	\$5,414.59
Recreation Center / CROYA	400 Hastings Road	\$5,414.59
Senior Center	100 E. Old Mill Road	\$5,414.59
Senior Center Garage	70 E. Old Mill Road	\$1,353.65
Telegraph Train Station (TTD)	911 S. Telegraph Road	\$2,707.30
Parks Buildings		
Everett Garage	1190 W. Everett Road	\$1,353.65
Northcroft Ridge	1365 S. Ridge Road	\$2,707.30
South Park	150 S. Maywood Road	\$2,707.30
Townline Park	1555 W. Kennedy Road	\$2,707.30
Waveland Park	600 S. Waveland Road	\$2,707.30
West Park	850 N. Summit Avenue	\$1,353.65
Recreation Buildings		
Everett Park	1190 Everett School Road	\$2,707.30
	TOTAL YEAR 1 FEE	\$36,548.51

Building List – Year 2

NAME	ADDRESS	TOTAL FEE
City Hall	220 E. Deerpath Road	\$2,707.30
CNW	701 N. McKinley Road	\$2,707.30
*Gorton Community Center	400 E. Illinois Road	\$5,414.59
Fire Station #2	1111 S. Telegraph Road	\$2,707.30
Municipal Building	800 N. Field Drive	\$9,024.32
Sterling Hall @ Grove School	60 E. Old Mill Road	\$5,414.59
Volwiler Hall @ Grove School	40 E. Old Mill Road	\$2,707.30
Cemetery	520 E. Spruce Avenue	\$2,707.30
Beach Buildings		
Boat Ramp	601 N. Lake Road	\$2,707.30
North Beach House	701 N. Lake Road	\$2,707.30
South Beach House	501 N. Lake Road	\$2,707.30
Golf Course Buildings		
Golf Course Garage	500 W. Deerpath Road	\$2,707.30
Golf Course Club House	500 W. Deerpath Road	\$2,707.30
	TOTAL YEAR 2 FEE	\$46,926.49

^{*}Building may be removed from the final project

Total Proposal Price of all P	roperties:	\$83,475.00	
Bureau Veritas Technical Assessi	ments LLC	Leel	
Company		Authorized Signature	
10461 Mill Run Circle Sute 1100	Owings Mills	Maryland	21117
Address	City	State	Zip Code
800-733-0660 x6683		410-785-6220	
Telephone Number		Fax Number	
jeff.fox@bvna.com		2/25/2020	
Email Address		Date	

7. GENERAL CERTIFICATION REQUIREMENT FORM

GENERAL CERTIFICATION REQUIREMENTS FORM

The undersigned, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of Proposer, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Proposer deposes, states, and certifies that Proposer 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 Contractor 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; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED This 25 Day Of February	, 20 <u>20</u> .	
Proposer's Name:		
By: Jeffrey Fox		
Title: Sr. Vice President		
Subscribed and Sworn to Mary Jackson	My Commission Expires:	8/12/2021
before me this 25 day		
of February , 20 20		
Mary Jackn		[SEAL]
Notary Public		ANOTAR LOS TO PRE COUNTING

8. IDENTITY THEFT PROTECTION FORM

IDENTITY THEFT PROTECTION FORM

All City Vendors with access to sensitive material must acknowledge receipt of a copy of the City of Lake Forest's identity theft prevention program policy. The policy can be found at the following website:

Administrative Directive 3-4: Identity Theft Policy

Identify Theft Prevention Policy Certification Form

All proposals submitted in response to this RFP must include a fully executed certification:

IDENTITY THEFT PREVENTION PROGRAM CERTIFICATION

I certify that I have read, understood and agree to comply with The City of Lake Forest's Identity Theft Prevention Program.

Bureau Veritas Technical Assessments	LLC
Institution	
<u> </u>	
Signature	
Sr. Vice President	
Title	
2/25/2020	
Date	



ADDENDUM 1

February 17, 2020

Request for Proposals:

City of Lake Forest – Facility Condition Assessment and Maintenance Plan Project (Quest Project #6729744)

Sign-in Sheet from Pre-Proposal Meeting: ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The Addenda to the Specifications have been received and have been considered in response to this Request for Proposals:

Bureau Veritas Technical Assessments LLC
Institution
<u>Jal</u>
Signature
Jeffrey Fox
Printed Name
Sr. Vice President
Title
2/25/2020
Date

US Route 41

At Deerpath Road (Pump Station #38)

Contract No: 62B65

County Lake

Job No. C-91-086-16

Agreement No.: JN-120-501

AGREEMENT

This Agreement entered into this _____day of _____ 2020 A.D. by and between the

STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter

referred to as the "STATE", and the CITY OF LAKE FOREST of the State of Illinois, hereinafter

referred to as the "CITY".

WITNESSETH:

WHEREAS, the STATE, in order to relieve flooding and insure safety to the motoring public, is

desirous of replacing existing Pump Station #38 within the interchange of US Route 41 and Deerpath

Road, Contract No. 62B65, State Job Number C-91-086-16, hereinafter referred to as the

"IMPROVEMENT" as follows:

The IMPROVEMENT consists of decommissioning the existing Pump Station #38 located at the

US Route 41 over Deerpath Road bridge abutment (SN 049-0033) and constructing a new pump

station at the southwest corner of Deerpath Road and Ahwahnee Lane (Illinois Department of

Transportation has dedication rights for highway purposes), constructing two new detention basins on

the CITY owned Deerpath Golf Course property, and constructing a new bypass storm sewer north of

Deerpath Road. The two detention basins will outlet to an existing storm sewer outfall into the Skokie

River. Deerpath Road will be widened at US Route 41 to provide back to back two 11-foot left turn

lanes for eastbound and westbound movements onto US Route 41 to improve safety.

1

92

The proposed pump station and storm sewer improvements including the two detention basins will be transferred to the CITY upon completion of this project; and

WHEREAS, the STATE agrees to convey to the CITY, by quit claim, the dedication rights of the property shown as Parcel 1WY1230 on the attached Exhibit A, upon completion of the IMPROVEMENT, and

WHEREAS, the CITY is desirous of the IMPROVEMENT in that same will be of immediate benefit to the CITY residents and permanent in nature; and

WHEREAS, the CITY has agreed to accept maintenance and jurisdiction of the new Pump Station and two detention basins upon completion of the IMPROVEMENT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES hereto agree as follows:

- 1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the IMPROVEMENT to be built in accordance with the approved plans, specification and contract. The STATE will construct the detention basins, storm sewer connection between the two detention basins, provide rough grading to match the CITY's proposed golf course restoration plans and provide temporary seeding.
- 2. The STATE agrees to pay for all right of way, construction and engineering costs, with the exception that the CITY agrees to donate temporary easements for the construction of the two detention basins.

- 3. The CITY agrees to fully restore the remaining part of the golf course, including the irrigation system, which is impacted by the IMPROVEMENT with its own engineer and contractors. The golf course property will be returned to a condition as good as it existed prior to the STATE's project.
- 4. The STATE will pay the CITY for their golf course restoration, including design engineering and construction supervision, which is estimated as \$630,033. This estimated cost is a lump sum cost as overall settlement and is not based on an as built cost.
- 5. It is mutually agreed that the IMPROVEMENT will require removal of trees. Approximately 97 trees will need to be replaced. The tree replacement will be performed by the CITY on a 1:1 ratio at CITY selected locations within the IMPROVEMENT corridor. The STATE will pay the CITY for said replacement, which is estimated to cost \$63,050. The CITY will be responsible for purchasing, planting and future maintenance of these replacement trees. This reimbursement shall be considered as fulfillment of the tree replacement commitment of the STATE.
- 6. Upon completion and final inspection of the IMPROVEMENT, the CITY agrees to maintain the newly restored portion of the Deerpath Golf Course, the new pump station #38, and all drainage improvements including the two detention basins. The CITY will also maintain the two retaining walls; one as part of the detention basins (west), and the other one located between the proposed pump station #38 building and Deerpath Road.
- 7. It is mutually agreed that the STATE will pay to the CITY an amount not to exceed \$693,083.00 to be used only for restoration and maintenance as above described.

Upon completion and final inspection of the STATE's construction of the detention basins, storm sewer rough grading and appurtenant items on the Deerpath Golf Course property, the CITY may invoice the STATE for 80% of its share of the costs for the restoration thereof.

Upon completion of the CITY's golf course restoration and tree planting, the CITY may invoice the STATE for the remainder of its obligation, presenting evidence of actual costs incurred and materials installed.

8. It is the intent of the STATE that all or a portion of the costs to this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the STATE. The provision in no way constitutes an obligation of the STATE to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

9. The CITY certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

CITY OF LAKE FOREST

	(Signature)	By:(Signature)
	(Print or Type)	
	DEPART	STATE OF ILLINOIS MENT OF TRANSPORTATION
Зу:	Omer Osman Acting Secretary	By:
)ate:		Date:
Зу:		By:

Attest:

Philip C. Kaufmann Chief Counsel

Date:	Date:	

Job No. C-91-086-16 Agreement No.: JN-120-501

TIN CERTIFICATION

The CITY certifies that:

- 1. The number shown on this form is the CITY's correct taxpayer identification number (or the CITY is waiting for a number to be issued to them), and
- 2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
- 3. The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpay	yer Identification Number:	36-6005	5960
Legal S	Status		
	Individual Sole Proprietor Partnership/Legal Corporation Tax-exempt Corporation providing or billing medical and/or health care services	<u>_X</u> 	Government Nonresident Alien Estate or Trust Pharmacy (Non Corp.) Pharmacy/Funeral home /Cemetery
	Corporation NOT providing or billing medical and/or health care services		Limited Liability Company (select applicable tax classification)
	Other		□ D= Disregarded entity□ C= Corporation□ P= Partnership

EXHIBIT A