

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING
AGENDA**

**TUESDAY, JULY 12, 2022
4:30 P.M.**

KENDALL COUNTY OFFICE BUILDING – ROOMS 209 AND 210, YORKVILLE IL 60560

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Executive Director's Report
- VI. Motion to Forward Claims to Commission
- VII. **OLD BUSINESS**
 - a. Pickerill-Pigott Estate House Pre-Construction Projects Updates
 - b. Fox River Bluffs Regional Trail Program Grant – Upland Design, Inc. Construction Estimates, Bid Specifications and General Conditions
 - c. FY22 Capital Fund Budget Amendments – Draft for August 16, 2022 Approval
- VIII. **NEW BUSINESS**
 - a. District Facility Rental Permit Agreements – Review of Draft Resolution #22-07-001
 - b. Reservation Woods Carbon Credits Project Application, Project Design and Carbon Crediting Agreements
 - c. 22-23 Bow Hunt Program Application for Management of Chronic Wasting Disease (CWD) in White-tailed Deer
 - d. IDNR FY22 Habitat Grant Application
 - e. GRAINCO FS 23-24 Pre-Paid Propane Contract
- IX. **OTHER ITEMS OF BUSINESS**
 - a. Special Use Permit Application Review – University of Illinois Extension Master Naturalist Program
 - b. Freeman Forest Preserve – Resident Concerns
- XVIII. Public Comments
- XIX. Executive Session
- XX. Summary of Action Items
- XXI. Adjournment

Kendall County Office Building - Rooms 209 and 210 - 111 W. Fox Street - Yorkville, Illinois 60560

If special accommodations or arrangements are needed to attend this District meeting, please contact the
Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Executive Director

RE: June/July Executive Director's Report

Date: July 12, 2022

Meetings, Events, Trainings and Preserve Maintenance/Improvement Projects

June 16, 2022	EDS Septic Design Meeting at Pickerill-Pigott
June 22, 2022	Heartland School Program
June 23, 2022	Baker Woods Addition Acquisition Project – Site Visit and Survey
June 24, 2022	CRTI Carbon Credit Application Submission
June 27-28, 2022	Pickerill-Pigott Summer Camp Work Days
June 29, 2022	RJ Kuhn Estate House Inspection
June 30, 2022	KC-GIS Designated Trail Maps Review (Hoover Forest Preserve)
June 30, 2022	Upland Design – Fox River Bluffs Plan Review Meeting
June 30, 2022	ICECF and LSR Final Grant Report Submissions
July 11, 2022	RES, Inc. Little Rock Creek Forest Preserve Dam Removal Project Conference Call

Pickerill Estate House Pre-Construction Project Updates

The District has completed all interior prep work in preparation for project re-bidding. RJ Kuhn is working to schedule interior demolition/rerouting work for piping and fixtures within the footprint for the future public washrooms.

The Y115 Volleyball Program has offered to extend a volunteer work day to prep the grounds for construction site work by removing and conserving existing landscape materials from around the estate house.

Little Rock Creek Dam Removal

The District held a conference call with Steve Zimmerman, Principal Restoration Ecologist with RES, Inc. (formerly Applied Ecological Services). Dam removal approach options and costs are attached to the Executive Director's Report for discussion.

FY22 Budget Amendment: Operating and Capital Fund Budgets

A revised 3-year capital plan has been drafted for Committee of the Whole review. The District's capital funds including the Forest Preserve Capital Fund 1907, Fox River Bluffs Access RTP Grant Fund 1908, Land Cash Fund 1910, and KCFP Series 2021 Bond Proceeds Fund will need to be amended in order to transfer sufficient capital funding to Fund 1908 to award contract in the current fiscal year. The amendment will

need to be approved prior to award of contract to insure sufficient appropriations are available to complete the RTP grant project. Updated probable costs for construction will be presented during the July Committee of the Whole meeting.

The District will also closely examine Operating Fund 1900 expenditures and make recommendations as needed to extend appropriations, or assign contingency funding where necessary to comply with policy expectations. The District is having a great year, and on track to exceed FY22 Operating Fund 1900 budget projections. Current financial statements through June 30, 2022 are attached to this report, with highlights presented during the Committee of the Whole meeting.

Grant Reporting

The District is current on meeting the quarterly reporting requirements for the Fox River Bluffs RTP grant and Pickerill-Pigott PARC Grant.

The District completed final reports for the ICECF K-12 Pollinator Grant and Pollinator Meadows Pilot Program grant. Reimbursement requests for \$11,000 and \$10,000 have been submitted, respectively.

The District completed a final report for The Morton Arboretum - Landscape Scale Restoration grant, with a reimbursement request submitted for \$50,000.

Bears Playground – Ponderosa Play House

The Forest Foundation of Kendall County has completed the order of the new Ponderosa Play House for the Hoover Nature Play Space. The Hobbit Tunnel water feature was repaired and is back in operation for public use. The solenoid valve was not properly closing and shutting off the water.

Fox River Fish Survey

Grounds and Natural Resources Division Supervisor White will be securing proposals for completing a fish survey for state-listed species near Millbrook as required by permit 2-years post removal of the historic Millbrook Bridge.

FY23 Preliminary Budget

FY23 preliminary budgets will be prepared for initial review at the August 25 Finance Committee meeting.

Respectfully submitted,

Dave Guritz

To: Kendall County Forest Preserve District Committee of the Whole

From: Antoinette White, Grounds and Natural Resources Division Supervisor

RE: KCFPD Grounds and Natural Resource Project Updates

Date: July 12, 2022

The Grounds Maintenance staff has continued with mowing this month as well as increase trail maintenance at all preserves. Staff applied herbicide to parking lot areas and posts to reduce weed whacking.

Invasive species control has been worked on at Blackberry Creek Forest Preserve, Harris Forest Preserve, and Hoover Forest Preserve.

Fencing at the entrance of Harris was replaced, along with clearing work done.



Staff worked on the Harris ballfield to have it in use for rental groups at the preserve.

Harris shelter 1 posts and fascia were painted.

Additional demolition at the Pickerill Estate house was done on the kitchen counter tops.

Service of equipment, including trucks, mowers, saws, and weed whackers has been kept up on.

Along with shelter, bunkhouse, and lodge rentals; staff also set up for a special event permit at Jaywoods Forest Preserve.

The District hosted visitors at Fox River Bluffs Forest Preserve for a Landscape Scale Restoration grant tour.

Final reports for the District's ICECF K-12 Pollinator grant, ICECF Pollinator Meadows, and Landscape Scale Restoration grant were submitted.



OPTION 1: DAM REMOVAL ONLY		Work Completed by 2023
Kendall County - Fox River Watershed Escrow Account Balance	\$	387,000.00
	\$	(9,000.00) RES, Inc. Const. Est. Proposal - Concept & Probable Costs
	\$	(50,000.00) RES Design, Permitting and Construction
	\$	(328,000.00) Dam Removal and Restoration

OPTION 2: DAM REMOVAL AND WATER QUALITY IMPROVEMENTS		Work Completed by 2025
Kendall County - Fox River Watershed Escrow Account Balance	\$	387,000.00
KCFPD Rolling Grant Fund Allocation	\$	258,000.00 Available following IDNR Grant Reimbursements - Fall 2023
Total Funding Available	\$	645,000.00
	\$	(9,000.00) RES, Inc. Const. Est. Proposal - Concept & Probable Costs
	\$	(4,000.00) RES, Inc. Section 319 Grant Application
	\$	(100,000.00) RES Design, Permitting and Construction
	\$	(532,000.00) Dam Removal; Shoreline and Wetlands Restoration
Section 319 Grant Reimbursement	\$	258,000.00 Reimburement to the KCFPD Rolling Grant Fund

Kendall County Forest Preserve
Income Statement
For Period Ended 6/30/2022

7 Month Budget Percent = 58.3%

FOREST PRESERVES & PROGRAMS

Beginning Balance

Revenue

Revenue - Administration	64.9%
Revenue - Ellis House & Equestrian Center	12.9%
Revenue - Hoover FP	3.3%
Revenue - Env. Education	16.4%
Revenue - Natural Area Volunteers	0.0%
Revenue - Grounds & Natural Resources	2.4%
Revenue - Pickerill Pigott FP	0.1%
Total Revenue	100.0%

Expenditure

Expenditure - Administration	32.0%
Expenditure - Ellis House & Equestrian Center	15.7%
Expenditure - Hoover FP	18.4%
Expenditure - Env. Education	15.0%
Expenditure - Natural Area Volunteers	0.0%
Expenditure - Grounds & Natural Resources	18.3%
Expenditure - Pickerill Pigott FP	0.6%
Total Expenditure	100.0%

ENDING BAL

Surplus/(Deficit)

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
\$ 470,609	\$ 470,609		\$ 195,972	\$ 195,972	\$ 274,637	
Revenue - Administration	781,540	461,209	969,163	657,471	-196,262	-30%
Revenue - Ellis House & Equestrian Center	155,024	94,492	139,822	83,406	11,086	13%
Revenue - Hoover FP	39,300	49,659	35,031	18,695	30,964	166%
Revenue - Env. Education	197,780	148,425	154,112	99,058	49,367	50%
Revenue - Natural Area Volunteers	-	-	-	-	0	
Revenue - Grounds & Natural Resources	29,000	5,321	29,171	3,090	2,231	72%
Revenue - Pickerill Pigott FP	750	-	12,584	5,230	-5,230	-100%
Total Revenue	1,203,394	759,105	1,339,883	866,950	(107,845)	-12%
Expenditure - Administration	385,515	219,041	358,479	216,107	2,934	1%
Expenditure - Ellis House & Equestrian Center	189,032	100,007	182,402	101,442	-1,435	-1%
Expenditure - Hoover FP	220,843	116,513	201,674	107,802	8,711	8%
Expenditure - Env. Education	180,633	88,305	170,620	97,384	-9,079	-9%
Expenditure - Natural Area Volunteers	-	-	-	-	0	
Expenditure - Grounds & Natural Resources	219,921	135,263	203,939	104,121	31,142	30%
Expenditure - Pickerill Pigott FP	7,450	5,462	7,450	3,712	1,750	47%
Total Expenditure	1,203,394	664,590	1,124,564	630,567	34,023	5%
ENDING BAL	\$ 470,609	\$ 565,124	\$ 411,291	\$ 408,188	\$ 156,935	38.4%
Surplus/(Deficit)	\$ -	\$ 94,515	\$ 215,319	\$ 236,383	\$ (141,868)	

Kendall County Forest Preserve
Income Statement
For Period Ended 6/30/2022

7 Month Budget Percent = 58.3%

FOREST PRESERVE CATEGORIES

Beginning Balance

Revenue
Property Tax
Interest Income
Other Income
Donations
Rental Revenue
Program Revenue
Grants
Farm License Revenue
Security Deposits
Credit Card Revenue
Transfers In
Total Revenue

Expenditure

Personnel
Benefits
Contractual
Commodities
Other
Total Expenditure

ENDING BAL

Surplus/(Deficit)

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
\$	470,609	\$ 470,609	\$ 195,972	\$ 195,972	\$ 274,637	
54.9%	660,740	342,521	640,646	332,090	10,431	3%
0.0%	200	90	591	86	3	4%
3.4%	41,261	17,520	34,350	16,179	1,340	8%
0.7%	8,900	4,622	8,950	640	3,982	622%
3.1%	37,750	49,408	43,623	22,840	26,568	116%
28.0%	337,404	237,117	282,834	175,264	61,853	35%
0.0%	-	-	-	-	-	-
7.9%	95,379	96,682	95,379	93,330	3,352	4%
1.6%	18,800	9,257	16,217	10,005	-749	-7%
0.2%	2,960	1,890	2,219	1,384	507	37%
100.0%	1,203,394	759,105	1,339,883	866,950	-215,132	-100%
		63.1%		64.7%	(107,845)	-12%
56.0%	673,924	356,708	671,755	366,668	-9,960	-3%
22.3%	268,734	153,374	231,244	154,145	-771	-1%
4.8%	58,008	36,759	51,868	31,536	5,223	17%
10.0%	120,800	81,413	111,630	55,823	25,590	46%
6.8%	81,928	36,337	58,067	22,395	13,942	62%
100.0%	1,203,394	664,590	1,124,564	630,567	34,023	5%
		55.2%		56.1%		
\$	470,609	\$ 565,124	\$ 411,291	\$ 432,355	\$ 132,768	30.7%
\$	-	\$ 94,515	\$ 215,319	\$ 236,383	\$ (141,868)	

Kendall County Forest Preserve
Income Statement
For Period Ended 6/30/2022

7 Month Budget Percent = 58.3%

ADMINISTRATION

Revenue

Property Tax
Interest Income
Other Income
Donations
Farm License Revenue
Security Deposit Revenue
Credit Card Revenue
Program Revenue
Transfers In

Total Revenue

Expenditure

Personnel
Benefits
Contractual
Commodities
Other

Total Expenditure

Surplus/(Deficit)

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
84.5%	660,740	342,521	640,646	332,090	10,431	3%
0.0%	200	90	591	86	3	4%
2.2%	17,261	17,204	9,754	15,449	1,755	11%
0.6%	5,000	2,822	5,500	-	2,822	
12.2%	95,379	96,682	95,379	93,330	3,352	4%
0.4%	2,960	1,890	2,219	1,384	507	37%
100.0%	781,540	461,209	215,074	215,132	-215,132	-100%
			969,763	657,471	(196,262)	-30%
46.3%	178,452	95,146	193,426	102,420	-7,274	-7%
36.4%	140,509	88,324	111,829	88,883	-559	-1%
7.3%	28,308	23,768	22,418	17,163	6,605	38%
4.2%	16,200	9,106	19,306	7,641	1,465	19%
5.7%	22,046	2,697	11,500	-	2,697	
100.0%	385,515	219,041	358,479	216,107	2,934	1%
	\$ 396,025	\$ 242,167	\$ 610,684	\$ 441,364		

7 Month Budget Percent = 58.3%

Revenue	
Donations	
Security Deposit	
Credit Card Revenue	
Program Revenue	
Total Revenue	
Expenditure	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
Total Expenditure	
Surplus/(Deficit)	

P9

7 Month Budget Percent = 58.3%

P10

Kendall County Forest Preserve
Income Statement
For Period Ended 6/30/2022

7 Month Budget Percent = 58.3%

ENVIRONMENTAL EDUCATION

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure

Surplus/(Deficit)

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
1.3%	2,900	1,800	62.1%	1,300	-	
98.5%	-	-		-	-	
100.0%	194,880	146,625	75.2%	152,812	99,058	64.8%
	197,780	148,425	75.0%	154,112	99,058	64.3%
82.2%	148,423	78,351	52.8%	143,304	82,431	57.5%
11.1%	20,060	7,457	37.2%	19,057	11,553	60.6%
3.0%	-	-		-	-	
3.7%	5,450	1,976	36.3%	2,559	1,100	43.0%
100.0%	6,700	520		5,700	2,300	
	180,633	88,305	48.9%	170,620	97,384	57.1%
	\$ 17,147	\$ 60,120		\$ (16,508)	\$ 1,675	

Kendall County Forest Preserve
Income Statement
For Period Ended 6/30/2022

7 Month Budget Percent = 58.3%

GROUPS & NATURAL RESOURCES

Revenue
Other Income
Donations
Grants
Credit Card Revenue
Rental Revenue
Total Revenue
Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
82.8%	24,000	316	1.3%	24,596	730	3.0%	-414	-57%
3.4%	1,000	-		1,950	640	32.8%	-640	-100%
	-	-		-	-			
13.5%	4,000	5,005	125.1%	2,625	1,720	65.5%	3,285	191%
100.0%	29,000	5,321	18.3%	29,171	3,090	10.6%	2,231	72%
48.5%	106,727	56,793	53.2%	103,932	52,495	50.5%	4,299	8%
23.3%	51,344	28,906	56.3%	45,782	22,127	48.3%	6,778	31%
8.4%	18,500	9,791	52.9%	18,250	10,969	60.1%	-1,178	-11%
10.6%	23,250	15,840	68.1%	20,725	9,248	44.6%	6,592	71%
9.1%	20,100	23,934	119.1%	15,250	9,282	60.9%	14,651	158%
100.0%	219,921	135,263	61.5%	203,939	104,121	51.1%	31,142	30%
	\$ (190,921) \$ (129,942)			\$ (174,768) \$ (101,031)				

Kendall County Forest Preserve
Income Statement
For Period Ended 6/30/2022

7 Month Budget Percent = 58.3%

PICKERILL PIGOTT FP

Revenue

Donations
Other Income
Rental Revenue
Security Deposit
Total Revenue

100.0%

100.0%

Expenditure

Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure

100.0%

100.0%

Surplus/(Deficit)

Current Year FY22		Prior Year FY21		YTD Variance	
Budget	YTD	Budget	YTD	\$ Change	% Change
-	-	-	-		
-	-	-	-		
750	-	12,584	5,230	-5,230	-100%
-	-	-	-		
750	-	12,584	5,230	(5,230)	-100%
-	-	-	-		
-	-	-	-		
7,450	5,462	7,450	3,712	1,750	47%
-	-	-	-		
7,450	5,462	7,450	3,712	1,750	47%
\$ (6,700)	\$ (5,462)	\$ 5,134	\$ 1,518	1,750	47%

Forest Preserve District Debt Service - Series 2003/2012
Fund 1902
For Period Ended 6/30/2022

		7 Month Budget % =		58.3%
ACCOUNT & DESCRIPTION		Budget 2022	Actual YTD	% of Budget
Beginning Balance		\$ 937,583	\$ 937,583	
REVENUE				
190211 41010 Current Tax		442,900	228,518	51.6%
190211 41350 Interest Income		250	145	58.2%
Total Revenue		443,150	228,663	51.6%
EXPENDITURE				
190211 68640 Fiscal Agent Fee		1,057		0.0%
190211 68650 Debt Service - Interest 2012		18,975	18,975	100.0%
190211 68700 Debt Service - Principal 2012		405,000	405,000	100.0%
Total Expenditure		425,032	423,975	99.8%
Ending Balance		\$ 955,701	\$ 742,272	
Revenue over/(under) Expenditure		\$ 18,118		

Forest Preserve District Debt Service - Series 2007/15/16/17
Fund 1903
For Period Ended 6/30/2022

7 Month Budget % = 58.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 4,635,395	\$ 4,635,395	
REVENUE			
190311 41010 Current Tax	4,937,318	2,550,372	51.7%
190311 41350 Interest Income	650	292	45.0%
Total Revenue	4,937,968	2,550,664	51.7%
EXPENDITURE			
190311 66500 Other Expenditure	475		0.0%
190311 68640 Fiscal Agent Fee	1,107	1,425	128.7%
190311 68710 Debt Service - Interest 2015	354,040	354,040	100.0%
190311 68720 Debt Service - Principal 2015	40,000	40,000	100.0%
190311 68730 Debt Service - Interest 2016	290,088	290,088	100.0%
190311 68740 Debt Service - Principal 2016	105,000	105,000	100.0%
190311 68750 Debt Service - Interest 2017	477,125	477,125	100.0%
190311 68760 Debt Service - Principal 2017	3,255,000	3,255,000	100.0%
Total Expenditure	4,522,835	4,522,678	100.0%
Ending Balance	\$ 5,050,528	\$ 2,663,381	
Revenue over/(under) Expenditure	\$ 415,133		

KCFP Endowment Fund
Fund 1904
For Period Ended 6/30/2022

7 Month Budget % = 58.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 883,179	\$ 883,179	
REVENUE			
190411 41350 Interest Income	6,715	1,315	19.6%
Total Revenue	6,715	1,315	19.6%
EXPENDITURE			
190411 62150 Contractual Services	27,625	11,662	42.2%
Total Expenditure	27,625	11,662	42.2%
Ending Balance	<u>\$ 862,269</u>	<u>\$ 872,832</u>	
Revenue over/(under) Expenditure	\$ (20,910)		

**Forest Preserve Capital Fund
Fund 1907
For Period Ended 6/30/2022**

		7 Month Budget % =		58.3%
ACCOUNT & DESCRIPTION		Budget 2022	Actual YTD	% of Budget
Beginning Balance		\$ 137,986	\$ 286,713	
REVENUE				
190711	40370 Transfer In from OSLAD Fund #1905			
190711	40400 Transfer In from 2021 Bond Proceeds Fund #1912			
190711	41350 Interest Income	100,784	354	0.0%
190711	42490 Other Revenue	5,000	5,837	116.7%
190711	43430 Grant Award - Morton Arboretum Landscape	50,000		0.0%
190711	43740 Grant Award - ICECF Land Acquisition	10,000	10,000	100.0%
190711	43770 Grant Award - ICECF K-12 Pollinator	11,000		0.0%
190711	43780 Grant Award - ICECF Pilot Pollinator Meadows	10,000		0.0%
Total Revenue		186,784	16,191	8.7%
EXPENDITURE				
190711	61430 Transfer to Land Cash Fund - Reservation Woods			
190711	62160 Equipment Replacement Contingency			
190711	66500 Project Fund Expense	200,000		0.0%
190711	68500 Project Fund Expenses	33,762	34,099	101.0%
190711	68510 Project Fund Expense - ICECF K-12 Pollinator	104,121	11,170	10.7%
190711	68520 Project Fund Expense - ICECF Pilot Pollinator Meadows	275	275	99.9%
190711	68530 Project Fund Expense - Preserve improvements	5,550	4,834	87.1%
190711	68610 Project Fund Expense - Morton Arboretum Landscape	37,714	19,530	51.8%
Total Expenditure		381,422	69,908	18.3%
Ending Balance		\$ (56,652)	\$ 232,996	
Revenue over/(under) Expenditure		\$ (194,638)		

**KCFP Fox River Bluffs Access RTP Grant Fund
Fund 1908
For Period Ended 6/30/2022**

7 Month Budget % = 58.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 30,300	\$ 30,300	
REVENUE			
190811 42970 Grant Award	30,300		0.0%
Total Revenue	30,300	0	0.0%
EXPENDITURE			
190811 70650 Professional Services	30,300		0.0%
Total Expenditure	30,300	0	0.0%
Ending Balance	\$ 30,300	\$ 30,300	
Revenue over/(under) Expenditure	\$ -		

FP Land Cash

Fund 1910

For Period Ended 6/30/2022

7 Month Budget % = 58.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 205,214	\$ 205,214	
REVENUE			
191011 40380 Transfer in From Forest Preserve Capital Fund (1907)			
191011 42490 Other Revenue		50	
191011 42910 Transfer In From Land Cash			
191011 42970 Grant Awards	124,271	124,271	100.0%
Total Revenue	124,271	124,321	100.0%
EXPENDITURE			
191011 61300 Transfer Out to Capital Fund #1907			
191011 67410 Land Acquisition	329,485	135,167	41.0%
Total Expenditure	329,485	135,167	41.0%
Ending Balance	\$ -	\$ 194,369	
Revenue over/(under) Expenditure	\$ (205,214)		

**KCFP Liability Insurance Fund
Fund 1911**

For Period Ended 6/30/2022

7 Month Budget % = 58.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 46,300	\$ 46,300	
REVENUE			
19111 40020 Transfer from FP			
19111 40320 Transfer from FP Operating Fund			
19111 41350 Insurance Claim Reimbursement			
19111 42120 Interest Income			
Total Revenue	0		
EXPENDITURE			
19111 68990 Claims/Deductibles	25,000		0.0%
Total Expenditure	25,000	0	0.0%
Ending Balance	\$ 21,300	\$ 46,300	
Revenue over/(under) Expenditure	\$ (25,000)		

KCFP Series 2021 Bond Proceeds Fund
Fund 1912
For Period Ended 6/30/2022

7 Month Budget % = 58.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 100,919	\$ 100,919	
REVENUE			
191211 41350 Interest Income		16	
191211 42970 Bond Proceeds			
Total Revenue	0	16	
EXPENDITURE			
191211 61370 Transfer to Fox River Bluffs Fund			
191211 61420 Transfer to FP Capital Fund #1907	100,784		0.0%
191211 61440 Transfer to FP Fund 1913			
Total Expenditure	100,784	0	0.0%
Ending Balance	\$ 135	\$ 100,935	
Revenue over/(under) Expenditure	\$ (100,784)		

**Forest Preserve District Pickerill-Piggott IDNR-PARC Grant Fund
Fund 1913**

For Period Ended 6/30/2022

7 Month Budget % = 58.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 1,062,110	\$ 1,062,110	
REVENUE			
191311 41350 Interest Income	200		0.0%
191311 42970 Grant Award	828,200		0.0%
191311 43800 Transfer from FP Fund 1912			
Total Revenue	828,400	0	0.0%
EXPENDITURE			
191311 70040 Supplies			
191311 70050 Contractual Services			
191311 70060 Consultants			
191311 70330 Construction	1,036,265	823	0.1%
191311 70650 Professional Services	27,340	8,807	32.2%
Total Expenditure	1,063,605	9,629	0.9%
Ending Balance	\$ 826,905	\$ 1,052,480	
Revenue over/(under) Expenditure	\$ (235,205)		

Forest Preserve District American Rescue Plan Act (ARPA) Fund
Fund 1914
For Period Ended 6/30/2022

7 Month Budget % = 58.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 7,594	\$ 7,594	
REVENUE			
191411 40390 Kendall County ARPA Fund Revenue	100,000		0.0%
191411 41350 Interest Income			
Total Revenue	100,000	0	0.0%
EXPENDITURE			
191411 51160 Salaries - Part Time	17,280	822	4.8%
191411 51390 Salaries - Full Time	32,600	17,737	54.4%
191411 61160 IMRF Expense	2,272	1,168	51.4%
191411 63050 FICA Expense	2,494	1,228	49.2%
191411 63060 Health Insurance Expense	11,500	7,192	62.5%
191411 68530 Preserve Improvements			
191411 70330 Construction	36,830	1,969	5.3%
Total Expenditure	102,976	30,115	29.2%
Ending Balance	\$ 4,618	\$ (22,521)	
Revenue over/(under) Expenditure	\$ (2,976)		

Forest Preserve District Debt Service - Series 2021

Fund 1915

For Period Ended 6/30/2022

		7 Month Budget % =		58.3%
ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget	
Beginning Balance	\$ -	\$ -		
REVENUE				
191511 41010 Current Tax	82,226	42,318	51.5%	
191511 41350 Interest Income	100		0.0%	
Total Revenue	82,326	42,318	51.4%	
EXPENDITURE				
191511 66500 Miscellaneous Expense	475		0.0%	
191511 68640 Fiscal Agent Fee	1,107		0.0%	
191511 68790 Debt Service - Interest 2021	34,354	34,354	100.0%	
191511 68800 Debt Service - Principal 2021				
Total Expenditure	35,936	34,354	95.6%	
Ending Balance	\$ 46,390	\$ 7,964		
Revenue over/(under) Expenditure	\$ 46,390			

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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
HELD INVOICES							
51 00001 AMAZON.COM	116Y-VC GH-JMPT		071522F	31.16	.00	.00	
CASH 000008 2022/08 INV 07/07/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 08/06/2022 DESC:Beads, pendants-Ellis Camp Supplies					19001163 63030	31.16	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/29925							
* Invoice must be approved or voided to post.							
51 00001 AMAZON.COM	1Y7P-4K7W-GCJC		071522F	79.80	.00	.00	
CASH 000008 2022/08 INV 07/07/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 08/06/2022 DESC:Insulator-Ellis Grounds					19001162 68580	79.80	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/29927							
* Invoice must be approved or voided to post.							
51 00001 AMAZON.COM	1QHG-Y3TH-F3KD		071522F	28.62	.00	.00	
CASH 000008 2022/08 INV 07/07/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 08/06/2022 DESC:Pencil Sharpener-Ellis Office Supplies					19001160 62000	28.62	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/29929							
* Invoice must be approved or voided to post.							
413 00000 DEKANE EQUIPMENT	1A84698\$211.35		071522F	211.35	.00	.00	
CASH 000008 2022/08 INV 07/01/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC:Equipment repair					19001183 62160	211.35	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 413/29869							
* Invoice must be approved or voided to post.							
506 00000 ELBURN NAPA, INC	448-315841		071522F	105.58	.00	.00	
CASH 000008 2022/08 INV 06/30/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC:Spray Coating, tar remover, tire probe					19001183 62160	105.58	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 506/29871							
* Invoice must be approved or voided to post.							

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VENDOR REMIT NAME		INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
NEW INVOICES								
520	00000 ENVIRONMENTAL DE 22-162			071522F	1,320.00	.00		
CASH 000008	2022/08	INV 07/07/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 07/15/2022	DESC:Field Data and Septic Design-Pickerill			191311 70650	1,320.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE								
520/29984								
* Invoice must be approved or voided to post.								
529	00000 EQUINE VETERINAR 229478-9			071522F	104.00	.00		
CASH 000008	2022/08	INV 07/01/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 07/15/2022	DESC:Vet Care for Missy and Casper			19001164 63020	104.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE								
529/29889								
* Invoice must be approved or voided to post.								
541	00000 FIRST NATIONAL B VickCC6-2022			071522F	514.10	.00		
CASH 000008	2022/08	INV 07/05/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 07/30/2022	DESC:Vick Credit Card June 2022			19001162 68580 19001167 63000	432.73 81.37	1099: 1099:
CONDITIONS THAT PREVENT POSTING INVOICE								
541/29855								
* Invoice must be approved or voided to post.								
541	00000 FIRST NATIONAL B WienckeCCJune2022			071522F	112.74	.00		
CASH 000008	2022/08	INV 07/05/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 07/30/2022	DESC:Wiencke Credit Card June 2022			19001177 63030 190011 62040	77.74 35.00	1099: 1099:
CONDITIONS THAT PREVENT POSTING INVOICE								
541/29857								
* Invoice must be approved or voided to post.								
541	00000 FIRST NATIONAL B GuritzCCJune2022			071522F	2,786.99	.00		
CASH 000008	2022/08	INV 07/05/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 07/30/2022	DESC:Guritz Credit Card June 2022			19001167 63000 190711 66500	813.99 1,973.00	1099: 1099:
CONDITIONS THAT PREVENT POSTING INVOICE								
541/29859								
* Invoice must be approved or voided to post.								
678	00001 GRAINCO F.S. INC 74068309			071522F	910.86	.00		
CASH 000008	2022/08	INV 06/30/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 07/25/2022	DESC:Ellis Propane			19001162 68580	910.86	1099:

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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 678/29890							
* Invoice must be approved or voided to post.							
893 00001 IL ENVIRONMENTAL ILG5510142022			071522F	500.00	.00	.00	
CASH 000008 2022/08 INV 06/24/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 08/08/2022 DESC:Domestic Sewage					19001171 62270	500.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 893/29867							
* Invoice must be approved or voided to post.							
1060 00000 JOHN DEERE FINAN 1113-29745071522			071522F	70.44	.00	.00	
CASH 000008 2022/08 INV 06/28/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 07/17/2022 DESC:Towels, Gear Box					19001183 63110 19001183 62160	7.49 62.95	1099: 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1060/29881							
* Invoice must be approved or voided to post.							
1060 00000 JOHN DEERE FINAN 1113-41567071522			071522F	42.20	.00	.00	
CASH 000008 2022/08 INV 07/01/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 07/21/2022 DESC:Ellis Grounds Supplies					19001162 68580	42.20	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1060/30021							
* Invoice must be approved or voided to post.							
1153 00000 KENDALL CO HIGHW Fuel June 2022			071522F	1,427.81	.00	.00	
CASH 000008 2022/08 INV 07/05/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC:Fuel June 2022					19001183 62180	1,427.81	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1153/29854							
* Invoice must be approved or voided to post.							
1665 00000 SHAW MEDIA 10085118071522			071522F	59.99	.00	.00	
CASH 000008 2022/08 INV 06/30/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 07/31/2022 DESC:Website Hosting					190011 68430	59.99	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1665/29882							
* Invoice must be approved or voided to post.							

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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
1820 00000 UNIQUE PRODUCTS 433642-1	071522F			100.40	.00	.00
CASH 000008 2022/08 INV 07/07/2022 SEP-CHK: Y DISC: .00					19001171 63110	50.20 1099:
ACCT 1Y210 DEPT 11 DUE 08/06/2022 DESC: Liners for Harris and Hoover					19001183 63110	50.20 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1820/29922						
* Invoice must be approved or voided to post.						
1827 00000 UPLAND DESIGN LT 21-939B-01	071522F			5,118.72	.00	.00
CASH 000008 2022/08 INV 06/13/2022 SEP-CHK: Y DISC: .00					190811 70650	5,118.72 1099:
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC: Fox River Bluffs Horse-Hike Development						
CONDITIONS THAT PREVENT POSTING INVOICE 1827/29880						
* Invoice must be approved or voided to post.						
1827 00000 UPLAND DESIGN LT 21-939B-02	071522F			6,904.40	.00	.00
CASH 000008 2022/08 INV 06/30/2022 SEP-CHK: Y DISC: .00					190811 70650	6,904.40 1099:
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC: Professional Services-Fox River Bluffs						
CONDITIONS THAT PREVENT POSTING INVOICE 1827/29884						
* Invoice must be approved or voided to post.						
1871 00000 JESSICA VOSBURGH Rat Reimbursement	071522F			11.98	.00	.00
CASH 000008 2022/08 INV 06/30/2022 SEP-CHK: Y DISC: .00					19001180 63030	11.98 1099:
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC: Reimbursement for snake food						
CONDITIONS THAT PREVENT POSTING INVOICE 1871/29872						
* Invoice must be approved or voided to post.						
2047 00000 COMED 5514710005071522	071522F			21.66	.00	.00
CASH 000008 2022/08 INV 06/28/2022 SEP-CHK: Y DISC: .00					190011 63510	21.66 1099:
ACCT 1Y210 DEPT 11 DUE 08/15/2022 DESC: ComEd Harris Arena						
CONDITIONS THAT PREVENT POSTING INVOICE 2047/29864						
* Invoice must be approved or voided to post.						
2047 00000 COMED 5514711002071522	071522F			56.78	.00	.00
CASH 000008 2022/08 INV 06/28/2022 SEP-CHK: Y DISC: .00					190011 63510	56.78 1099:
ACCT 1Y210 DEPT 11 DUE 08/15/2022 DESC: ComEd Harris						

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VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

CONDITIONS THAT PREVENT POSTING INVOICE 2047/29865

* Invoice must be approved or voided to post.

2047 00000 COMED 55142229027071522 071522F 13.88 .00
CASH 000008 2022/08 INV 06/27/2022 SEP-CHK: Y DISC: .00
ACCT 1Y210 DEPT 11 DUE 07/19/2022 DESC:ComEd Pickerill 19001184 63100 13.88 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 2047/29873

* Invoice must be approved or voided to post.

2047 00000 COMED 55142228011071522 071522F 27.91 .00
CASH 000008 2022/08 INV 06/27/2022 SEP-CHK: Y DISC: .00
ACCT 1Y210 DEPT 11 DUE 07/19/2022 DESC:ComEd Pickerill House 19001184 63100 27.91 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 2047/29874

* Invoice must be approved or voided to post.

2047 00000 COMED 0927007163071522 071522F 46.70 .00
CASH 000008 2022/08 INV 06/27/2022 SEP-CHK: Y DISC: .00
ACCT 1Y210 DEPT 11 DUE 07/12/2022 DESC:ComEd Richard Young 190011 63510 46.70 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 2047/29875

* Invoice must be approved or voided to post.

2047 00000 COMED 0756081017071522 071522F 73.38 .00
CASH 000008 2022/08 INV 07/01/2022 SEP-CHK: Y DISC: .00
ACCT 1Y210 DEPT 11 DUE 08/19/2022 DESC:ComEd Hoover Bathhouse 19001171 63100 73.38 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 2047/29887

* Invoice must be approved or voided to post.

2047 00000 COMED 1938021081071522 071522F 37.83 .00
CASH 000008 2022/08 INV 07/01/2022 SEP-CHK: Y DISC: .00
ACCT 1Y210 DEPT 11 DUE 07/26/2022 DESC:ComEd Hoover Residence 19001171 63100 37.83 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 2047/29888

* Invoice must be approved or voided to post.

CLERK: jgranholm BATCH: 2647

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
2047 00000 COMED	0793673015071522		071522F	567.14	.00	.00
CASH 000008 2022/08 INV 07/07/2022 SEP-CHK: Y DISC: .00						
ACCT 1Y210 DEPT 11 DUE 08/22/2022 DESC:ComEd Hoover Multiple					19001171 63100	567.14 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/30022						
* Invoice must be approved or voided to post.						
2057 00000 MATTHEW CAVINESS 12022118			071522F	350.00	.00	.00
CASH 000008 2022/08 INV 06/27/2022 SEP-CHK: Y DISC: .00						
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC:Shoes and Trim for Horses at Ellis					19001164 63020	350.00 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2057/29870						
* Invoice must be approved or voided to post.						
2225 00000 AIR WANS WIRELES 174420			071522F	74.95	.00	.00
CASH 000008 2022/08 INV 07/01/2022 SEP-CHK: Y DISC: .00						
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC:Ellis Internet Services					19001183 63540	74.95 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2225/29862						
* Invoice must be approved or voided to post.						
2286 00000 PROFESSIONAL GAR 49996			071522F	150.00	.00	.00
CASH 000008 2022/08 INV 05/06/2022 SEP-CHK: Y DISC: .00						
ACCT 1Y210 DEPT 11 DUE 06/06/2022 DESC:Barn Arena Sliding Door Repairs					19001161 68580	150.00 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2286/29863						
* Invoice must be approved or voided to post.						
3131 00000 GROOT INC 8995146T102			071522F	266.32	.00	.00
CASH 000008 2022/08 INV 07/01/2022 SEP-CHK: Y DISC: .00						
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC:Groot Waster and Recycle Services					19001183 63070	266.32 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3131/29883						
* Invoice must be approved or voided to post.						
3231 00000 IMAGINE NATION 768			071522F	276.48	.00	.00
CASH 000008 2022/08 INV 06/27/2022 SEP-CHK: Y DISC: .00						
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC:Water Play supplies-equipment					19001171 68580	276.48 1099:

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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 3231/29885							
* Invoice must be approved or voided to post.							
3346 00000 SANJAY PATEL	21-00099		071522F	2,050.00	.00	.00	
CASH 000008 2022/08 INV 07/07/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC: Partial refund for rental fees and sec dep-Hoover					19001171 63040	2,050.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3346/29939							
* Invoice must be approved or voided to post.							
3683 00000 BARRY J NILES	Ellis Windows		071522F	950.00	.00	.00	
CASH 000008 2022/08 INV 06/29/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC: Ellis Window Replacement					190711 66500	950.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3683/29877							
* Invoice must be approved or voided to post.							
3833 00000 SMITA GHOSH	Ologist Refund		071522F	185.00	.00	.00	
CASH 000008 2022/08 INV 06/28/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC: Ologist Refund-Aarohan Dutta					19001177 63040	185.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3833/29879							
* Invoice must be approved or voided to post.							
3836 00000 MEGAN STODDARD	1st Quar NB Refund		071522F	225.00	.00	.00	
CASH 000008 2022/08 INV 07/07/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC: 1st Quarter NB refund-scholarship recipient					19001178 63040	225.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3836/29868							
* Invoice must be approved or voided to post.							
3837 00000 T-MOBILE	982008249071522		071522F	242.98	.00	.00	
CASH 000008 2022/08 INV 06/27/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 07/13/2022 DESC: Cell Phones June 2022					19001183 63540	242.98	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3837/29876							
* Invoice must be approved or voided to post.							



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VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

3838 00000 SEARLS WINDOWS A Ellis Window Replace 071522F 4,258.10 .00
CASH 000008 2022/08 INV 05/06/2022 SEP-CHK: Y DISC: .00
ACCT 1Y210 DEPT 11 DUE 07/15/2022 DESC:Ellis Window Replacement 190711 66500 4,258.10 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3838/29878

* Invoice must be approved or voided to post.

39 HELD INVOICES TOTAL 30,315.25

0 INVOICE(S) REPORT POST TOTAL .00

REPORT TOTALS .00

To: Kendall County Forest Preserve District Committee of the Whole
From: David Guritz, Executive Director
Antoinette White, Grounds and Natural Resources Division Supervisor
RE: Pickerill-Pigott Estate House Updates
Date: July 12, 2022

A proposal was received from TBS Construction, Inc. of Naperville for \$8,950 to support framing and pouring of the concrete piers, and setting of the steel base plates for the structural steel columns. A professional services contract was drafted using a KC-SAO template, and copied to the State's Attorney's Office for informational purposes.

The Kendall County State's Attorney's office clarified guidance in stating that no District funds should be expended towards estate house improvements without satisfying competitive bidding requirements. While the District's \$30,000 competitive bidding threshold would not be exceeded, the estate house renovation project, taken as a single project, will carry costs well over the competitive bidding threshold. Therefore, any work taken on as part of this project needs to be competitively bid.

All voluntary contractors have been notified to suspend pre-construction projects, with the exception of RJ Kuhn, as these projects could not move forward as planned due to District limitations on purchasing the necessary supplies and contractor assistance needed to complete the proposed pre-construction scope of work.

All voluntary contractors have confirmed their commitments to proceed despite the postponement, which has been communicated to Kluber Architects. Kluber Architects will incorporate the voluntary donations and contributions of materials and labor into the revised bid specifications.

EDS has competed the design for the septic system (attached), which has been sent over to the Kendall County Health Department for final project permitting.

Demolition of the ceiling within the public washroom area has been completed by Grounds Maintenance, which will allow RJ Kuhn to begin removing/rerouting plumbing fixtures and piping. Kluber Architects will need to modify drawings to address load transfer within final designs prior to rebidding.

Kluber Architects will be revising the plans, specifications, and general conditions prior to rebidding the project in August.

The Y115 Volleyball Program will be extending 80+ volunteers for a work day on August 27 to relocate cut brush for burning, and demolish/remove/conservate landscape materials around the estate house.

RENOVATION OF SEPTIC SYSTEM

QUANTITY OF SEWAGE FLOW:
DESIGN CRITERIA:
100 VISITORS @ 5 GPD=500 GALLONS PER DAY

PLEASE NOTE:
THIS SYSTEM MUST BE INSTALLED AS A CHAMBER
SYSTEM IN ORDER TO MEET SIZING REQUIREMENTS.
ALL SOLID PIPE SHOULD BE SCH 40 OR GREATER. ALL
TANKS MUST BE IDPH APPROVED.

CONTRACTOR TO INSTALL MULTI PORT END CAPS WITH
INVERT ADAPTERS.

ALL SEPTIC TANKS, LIFT STATIONS, AERATION DEVICES
AND ANY OTHER TREATMENT COMPONENTS SHALL BE
INSTALLED WITH RISERS TO A MINIMUM OF 3" ABOVE
FINISHED GRADE.

A 4" CURTAIN DRAIN SHOULD BE INSTALLED AROUND THE
SEWAGE FIELD NO CLOSER THAN 10" (MAX 15") TO
LATERALS AS INDICATED ON THIS PLAN. PERFORATED
PIPE IS TO BE 4" HDPE. BOTH SOLID AND PERFORATED
PIPE SHALL BE CONFORMING TO ASTM F406. IF THE
CURTAIN DRAIN IS DISCHARGING TO THE SURFACE, A
RODENT GUARD SHALL BE INSTALLED. CURTAIN DRAIN
SHALL BE INSTALLED WITH A MINIMUM OF 0.2% SLOPE.
BURIED OPEN ENDS SHALL BE CAPPED TO PREVENT
SILTATION WITHIN THE TILE.

THIS IS AN EXISTING RESIDENCE. VERIFY LOCATION AND
ELEVATION OF ALL EXISTING INVERTS PRIOR TO START
OF CONSTRUCTION. VERIFY LOCATION OF ALL EXISTING
UTILITIES AND IMPROVEMENTS PRIOR TO START OF
CONSTRUCTION. IF DISCREPANCIES EXIST BETWEEN
THIS PLAN AND ACTUAL FIELD CONDITIONS OR YOU WISH
TO VARY FROM THIS PLAN, CONTACT E.D.'S BEFORE
PROCEEDING.

EXISTING TANK IS TO BE PUMPED AND ABANDONED
ACCORDING TO CODE.

EXISTING SEEPAGE FIELD IS TO BE ABANDONED
ACCORDING TO CODE.

COMMERCIAL JOBS MUST INSTALL TANK LIDS AT
GROUND LEVEL.

CREST PRECAST CONCRETE TANKS
BARNEVELD, WI
DENNIS STEVENS
262-844-9139 OR 262-246-7183

TEST BY: PUTMAN SOIL TESTING
DATE OF TEST: JUNE 9, 2020
SOIL TYPES: CATEGORY: 36"
PIT 1 530-224 OZAUKEE-STRAWN 43"
PIT 2 24-541 DODGEE-GRAYMONT 39"
PIT 3 541-193 GRAYMONT-MAYVILLE 39"
PERMEABILITY: LOW MODERATELY SLOW
LOADING RATE: 40

SEWAGE SYSTEM COMPONENTS:
1000 GALLON TANK
330 LF CHAMBERS
180+ LF HDPE CURTAIN DRAIN

BOUNDARIES, LOT DIMENSIONS,
EASEMENTS, & SETBACKS AS PER PLAT OF
SURVEY BY PHIL YOUNG, YORKVILLE, IL

EXISTING CONTOURS, ELEVATIONS &
BENCHMARKS OBTAINED BY E.D.'S ON SITE
VISIT 6-13-2022

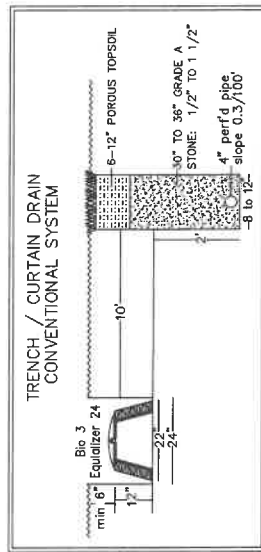
E.D.'S ILLINOIS LICENSE NO. 049-008840

THIS IS NOT A PLAT OF SURVEY.
INFORMATION BELIEVED ACCURATE, BUT NOT
WARRANTED.

THIS SEPTIC DESIGN REFLECTS THE INFORMATION
PROVIDED BY A LICENSED SOIL CLASSIFIER. E.D.'S
WILL NOT BE HELD RESPONSIBLE FOR ANY
MISREPRESENTATION OR MISIDENTIFICATION OF
THE SOILS.

IF VARIATIONS ARE MADE FROM THIS DESIGN TO
WHICH POINT THAT THE COUNTY WOULD REQUIRE
A REVISED DRAWING. IT WOULD BE THE
RESPONSIBILITY OF THE CONTRACTOR TO EITHER
SUBMIT AN "AS BUILT" DRAWING TO THE COUNTY
OR ADVISE E.D.'S PRIOR TO INSTALLATION.

CAUTION: NO STORAGE OF MATERIALS OR
VEHICULAR TRAFFIC IS ALLOWED UPON SEPTIC
AREA. NO PATIOS, DECKS, DRIVEWAYS, POOLS, OR
OTHER IMPROVEMENTS SHALL BE INSTALLED
WITHIN 5' OF SEPTIC AREA. DRAINAGE FROM
CURTAIN DRAINS, FOOTING DRAINS, AIR
CONDITIONERS, DEHUMIDIFIERS, DOWN SPOUTS
AND OTHER CLEAR WATERDRAINS SHALL NOT BE
DISCHARGED INTO OR OVER THE SEPTIC AREA(S).
REFER TO DEED, PLAT OF SURVEY, PLAT OF
SUBDIVISION, COVENANTS AND LOCAL
ORDINANCES FOR EASEMENTS AND SETBACK
INFORMATION NOT INCLUDED HEREON. REPORT
ANY DISCREPANCIES TO E.D.'S PRIOR TO
CONSTRUCTION.



SEWAGE DISPOSAL PLAN

JOB NUMBER DRAWN BY:

22-162 7-6-22 D. Page

REVIEWED BY:

7-6-22

PREPARED FOR:

KENDALL COUNTY FOREST PRESERVE

110 W MADISON STREET, YORKVILLE, IL 60560

630-553-4131

05-02-400-029

6350 MINKLER ROAD, YORKVILLE

PART OF SECTION 2

KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

ENVIRONMENTAL
DESIGN SERVICES
(630) 650-4740
48114 Ridgeway Road
Suite 200, Yorkville, IL 60560-3470

NO. DATE REVISION NOTES



Fox River Bluffs

Date of Revision: June 24, 2022

Kendall County Forest Preserve District

Project #939

Project Schedule

SCOPE	DATES
Construction Documents	
95% Construction Document Review Meeting	July 8, 2021 at 10am, Zoom
Committee of the Whole - Review	July 12th, 2022
100% Construction Document Submittal	July 15, 2022
Permit	
Permit Submittal	July 15, 2022
Bidding	
Out to Bid	July 25, 2022 at 11am
Bid Open	August 9, 2022 at 1pm
Board Meeting	late August
Construction	
Start Construction	September 1, 2022
Substantial Completion	December 12, 2022

Fox River Bluffs
Kendall County Forest Preserve

Prepared Date: 07/12/2022
Project #939

Shifted Parking Location - with 32' Setback

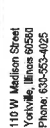
PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
REMOVALS AND SITE PREPARATION				
General Conditions	1	LS	\$ 13,080.00	\$ 13,080.00
Trail: Site Preparation, Earthwork, Grading, and Removals	1,403	CY	\$ 65.00	\$ 91,186.57
Parking Lot: Site Preparation, Earthwork, Grading, and Removals	411	CY	\$ 65.00	\$ 26,727.04
Silt Fence	495	LF	\$ 3.00	\$ 1,485.00
Undercut and PGE	120	CY	\$ 65.00	\$ 7,800.00
IMPROVEMENTS				
Asphalt Paving - Parking	61	SY	\$ 56.00	\$ 3,391.11
Asphalt to Stone Transition	23	SY	\$ 64.00	\$ 1,450.67
Gravel Parking	1,173	SY	\$ 28.00	\$ 32,844.00
Crushed Limestone Trail	5,050	SY	\$ 18.00	\$ 90,906.00
Drainage / Culverts	1	ALLOW	\$ 3,750.00	\$ 3,750.00
ADA Sign and Post	1	EA	\$ 850.00	\$ 850.00
Painted Striping	1	LS	\$ 1,200.00	\$ 1,200.00
Sub-Total				\$ 274,670.39
8% Design and Construction Contingency				\$ 21,973.63
A/E Design Fees + Permitting				\$ 29,700.00
Total Cost				\$ 326,344.02

Alternate: Concrete Paving at Parking

PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Concrete Paving	545	SF	\$ 9.75	\$ 5,313.75
Deduct - Asphalt Paving - Parking	61	SY	\$ (48.00)	\$ (2,906.67)
Deduct - Asphalt to Stone Transition	23	SY	\$ (56.00)	\$ (1,269.33)
Sub-Total				\$ 1,137.75
8% Design and Construction Contingency				\$ 91.02
Total Cost				\$ 1,228.77

By Owner Items

PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Wheelstops	26	EA		
Stop Sign	1	EA		
Relocate Kiosk	1	LS		
Lawn Restoration	1	LS		

PROJECT
Fox River

Bluffs

12345 FOX RD,
Yorkville, Illinois 60560

PARENT TEAM



uplandDesign Ltd
Landscape Architecture & Park Planning
Chicago, Illinois 312-350-4086
Plainfield, Illinois 815-254-0091
uplandDesign.com

SURVEYOR
JLH Land Surveying Inc.
810 Geneva St.
Shorewood, Illinois 60404
Phone: 815-729-4000

REVISIONS

MBRM	REVIEW SET	12 JUL 2022
------	------------	-------------

ORIGINAL ISSUE DATE 25 JUL 2022
Issued for Bid
PROJECT NUMBER

SHEET TITLE

Site Overview

SHEET NUMBER

1.0

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GENERAL NOTES: DIMENSION

1. Paving (as) shall be formed completely and shall smoothly transition into landscape and adjoining thier. Dimensions are to face of curb and edge of pavement unless otherwise specified.
2. Dimensions are in feet or degrees. Dimensions are perpendicular & parallel unless otherwise noted.
3. Contractor shall perform all construction layout for the project. Contractor will be provided with an electronic file in AutoCAD format to assist with layout. Neither the Owner nor their representatives shall be responsible for setting additional layout points.

GENERAL NOTES: GRADING

- Finished surfaces to be smooth and even with no abrupt or shallow changes in grade.
- Gravel should be placed in a single lift and compacted in place.
- Contractor will remove all excess drainage material from construction.
- All walks, stairs and gravel areas will be in flow. Allow for unexpected specifications. Any excess gravel will be removed and re-graded to follow the line.
- All Accretion/Slide preventing walls not created 150 ft in this direction. Cross slope shall be at least 2%.
- Contractor shall remove all debris and materials at terminal point. Allow turning radius to be 100 ft.
- The work shall include the excavation, compact, and placement of riprap and stable material to prevent erosion.
- Work shall include the excavation, compact and placement of riprap and stable material, followed by removal of all excess riprap and debris of site and disposal at legally.
- Follow the Best Management Practices for Soil Erosion and Sedimentation Control, 3rd Edition, National Sedimentation Society, Inc., 1992.
- Soil Conservation Service National Engineering Handbook, Volume 3, Chapter 3, "Transitions between paving pipe, i.e., concrete to stability shall be smooth. Transitions will be to meet 10' vertical or horizontal direction.

GENERAL NOTES: LANDSCAPE

1. Notes and/or on grading plan shall pertain to landscape phase. Final grade of planting bed shall be per grading plan.
2. The landscape contractor shall be responsible for making themselves familiar with all underground utilities and structures.
3. All existing plant material and trees shall be saved and protected unless otherwise noted. Contractor to protect new and existing trees and landscaping from damage and shall replace all areas disturbed as a result of construction.
4. Soil bearing shall be under adverse weather conditions and shall follow other in the contract.
5. Turfgrass shall be installed and lawn established as all indicated areas. Fertilizer to be used, beyond 10 days to be noted and used in accordance with Seed Specifications.
6. Do not overwater lawns during.
7. Contractor shall return all areas disturbed as a result of construction.

PROJECT BENCHMARK

SITE BENCHMARK 1
CROSS CUT ON TOP
OF CURB NORTH SIDE
OF ISLAND
N 1807901.76
E 940165.78
Z 647.30

LEGEND

☐ Asphalt Paving - Paving
☐ Gravel Section Driveway & Paving
☐ Crushed Limestone Trail
☐ Tree Protection Fence
☐ 10' SF
☐ 5' SF

GENERAL NOTES: EXISTING CONDITIONS & REMOVALS

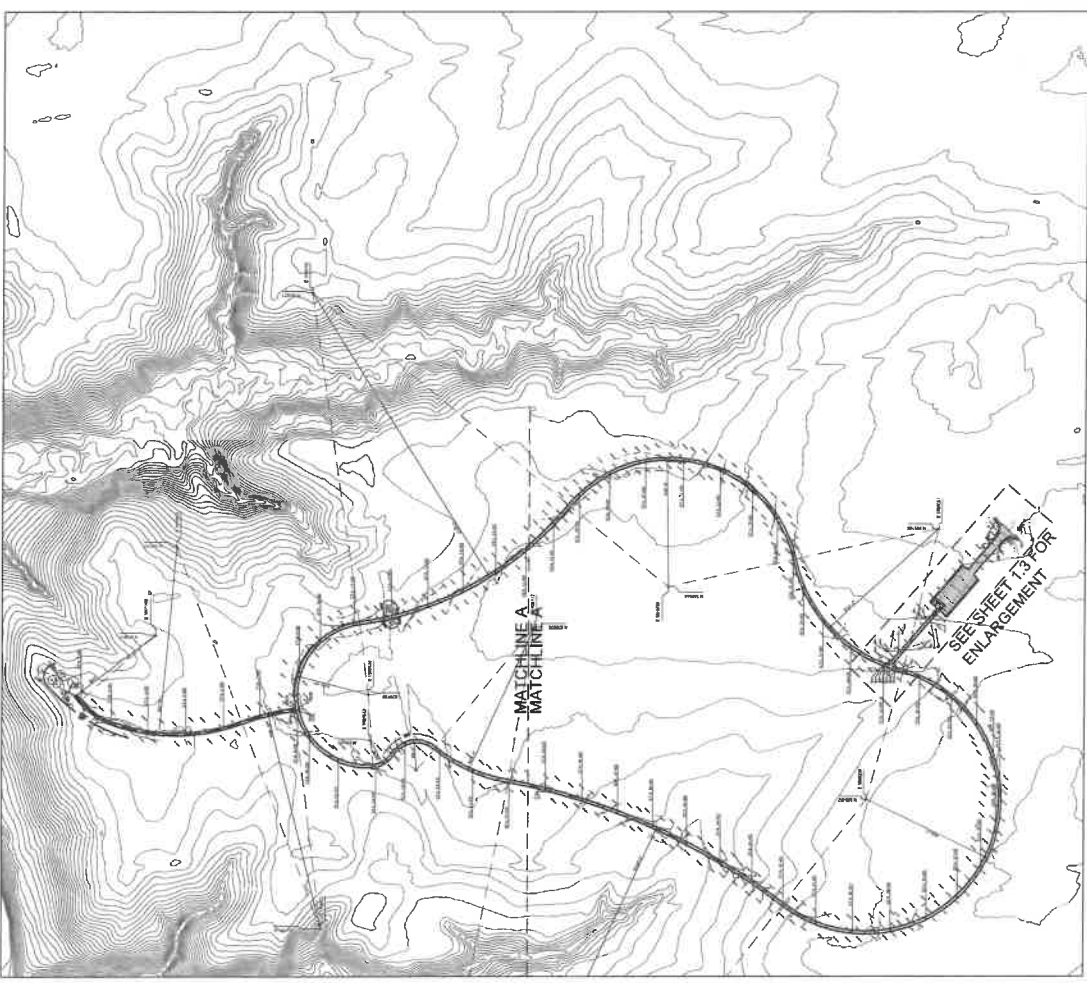
- [illegible]

GENERAL NOTES: LAYOUT

1. It is the responsibility of the Contractor to perform layout of all project elements and points to be re-view by Owner prior to construction. This work is considered incidental to the project and not paid for as a separate bid item.
2. The Contractor shall be responsible for all materials and quantities as required to complete the work in accordance with the plans and specifications. The Contractor will notify the Owner's Representative in writing of any discrepancies or changes required to complete the work before any activity may be taken. All changes or change orders must be approved by the Owner's Representative and Owner before any changes are executed.
3. Contractor shall follow City of Knoxville permit requirements as part of this project.

REFERENCED SPECIFICATIONS AND CODES

1. The Americans with Disabilities Act and the Privacy Accessibility Code.
2. The Barrier Program and Standards for the Urban Accessibility Control.
3. The Barrier Program and Standards for the Urban Accessibility Control, and EPA Standards and Specifications for Soil Erosion and Sedimentation Control.
4. U.S. Soil Conservation Service Field Engineering Handbook.
5. All major and contractors of the City of Yorkville, United States Army Corps of Engineers, Department of Natural Resources, Kendall County, Soil and Water Conservation District, and all local planning practices.
6. All requirements of the Illinois State Health and Health Administration.
7. All requirements of the Illinois State Health and Health Administration, and all requirements of the Illinois State Health and Health Administration, and all requirements of the Illinois State Health and Health Administration.



SCALE: 1" = 150'-0"

0 75' 150' 300' 450'



110 W. Madison Street
Yorkville, Illinois 60550
Phone: 815-553-4025

PROJECT

**Fox River
Bluffs**

12345 Fox Rd,
Yorkville, Illinois 60550

PROJECT TEAM



uplandDesign ltd
Landscape Architecture & Civil Engineering
Burlington, Illinois 61226-0001
info@uplanddesign.com

SURVEYOR
J.H. Land Surveying Inc.
510 Geneva St.
Shorewood, Illinois 60484
Phone: 815-758-4000

REVISIONS

NO.	DATE	DESCRIPTION
1	10/11/2022	ISSUED FOR BIDDING
2	10/11/2022	ISSUED FOR BIDDING
3	10/11/2022	ISSUED FOR BIDDING
4	10/11/2022	ISSUED FOR BIDDING
5	10/11/2022	ISSUED FOR BIDDING
6	10/11/2022	ISSUED FOR BIDDING
7	10/11/2022	ISSUED FOR BIDDING
8	10/11/2022	ISSUED FOR BIDDING
9	10/11/2022	ISSUED FOR BIDDING
10	10/11/2022	ISSUED FOR BIDDING

ORIGINAL ISSUE DATE
Issued for Bid 25 JUL 2022
PROJECT NUMBER
939

SHEET TITLE

North Trail

SHEET NUMBER

1.1

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GENERAL NOTES:

1. See Sheet 010 for Notes.

GRADING STATIONS

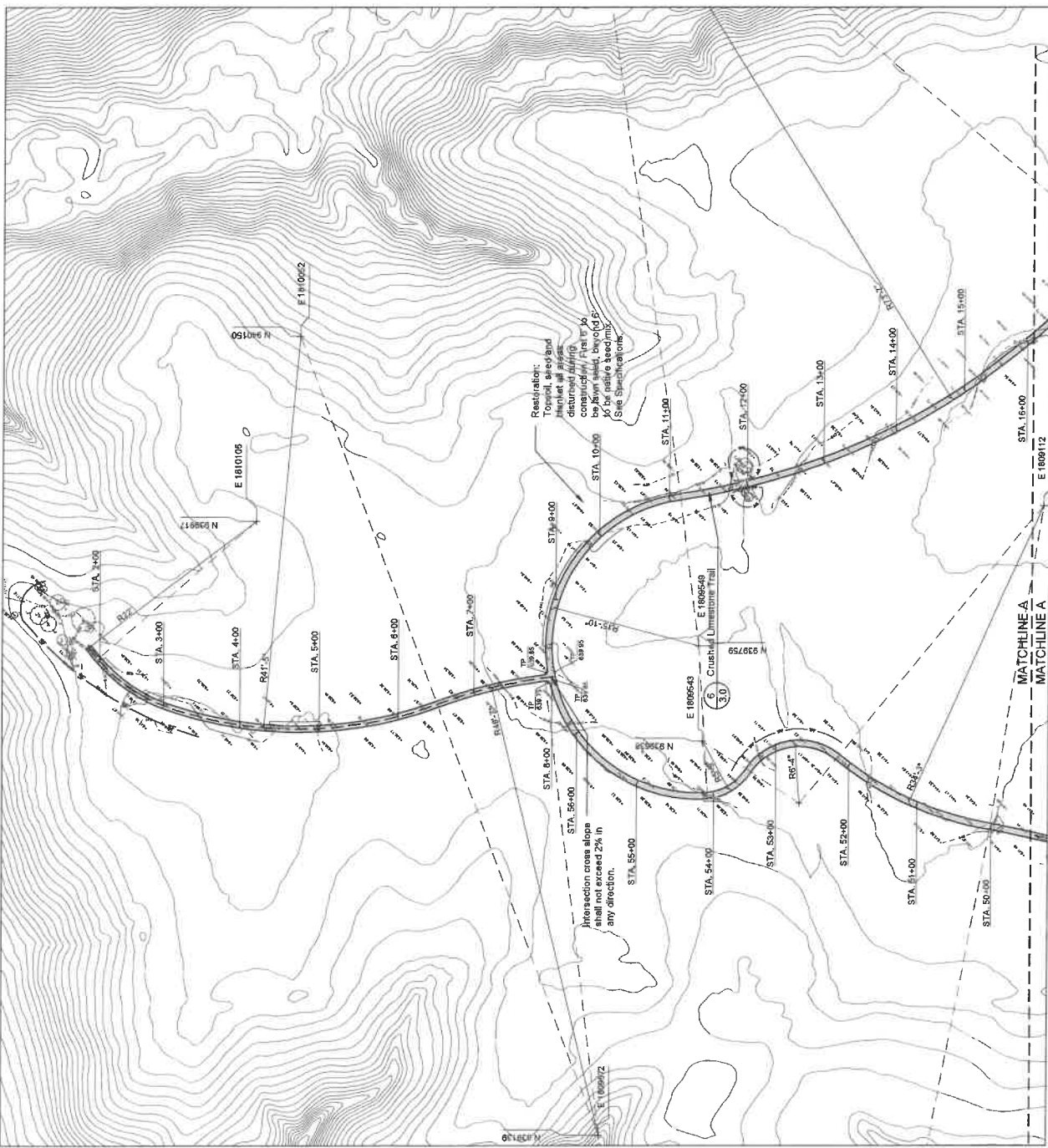
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STA. 99+00	108671.13	181138.08	637.70
STA. 100+00	108671.13	181138.08	637.70

PROJECT BENCHMARK

SITE BENCHMARK 1
REMARKS: BENCHMARK
OF CORNER NORTH SIDE
N 180°00'00" E
DISTANCE
2.647.00

LEGEND

- Asphalt Paving - Paving
- Gravel Section Driveway & Paving
- Crushed Limestone Tied
- True Protection Fence
- Soil Fills
- Centerline of Trail



SCALE: 1" = 60'-0"
0 30 60 120 180



KENDALL COUNTY
Public Works Department

110 W. Madison Street
Yorkville, Illinois 60550
Phone: 815-593-4025

PROJECT

Fox River Bluffs

12345 Fox Rd,
Yorkville, Illinois 60550

PROJECT TEAM



uplandDesign ltd
Civil Engineering & Surveying
Chicago, Illinois 60601
Phone: 815-594-0031
uplandDesign.com

SURVEYOR
J.H. Land Surveying Inc.
910 Geneva St.
Shorewood, Illinois 60404
Phone: 815-728-0000

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR BID	02.01.2022
2	ISSUED FOR BID	02.01.2022
3	ISSUED FOR BID	02.01.2022
4	ISSUED FOR BID	02.01.2022
5	ISSUED FOR BID	02.01.2022
6	ISSUED FOR BID	02.01.2022
7	ISSUED FOR BID	02.01.2022
8	ISSUED FOR BID	02.01.2022
9	ISSUED FOR BID	02.01.2022
10	ISSUED FOR BID	02.01.2022

ORIGINAL ISSUE DATE
Issued for Bid 25 JUL 2022
PROJECT NUMBER
939

SHEET TITLE

South Trail

SHEET NUMBER

1.2

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GENERAL NOTES:
1. See Sheet 1.0 for Notes.

GRADING STATIONS

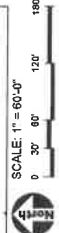
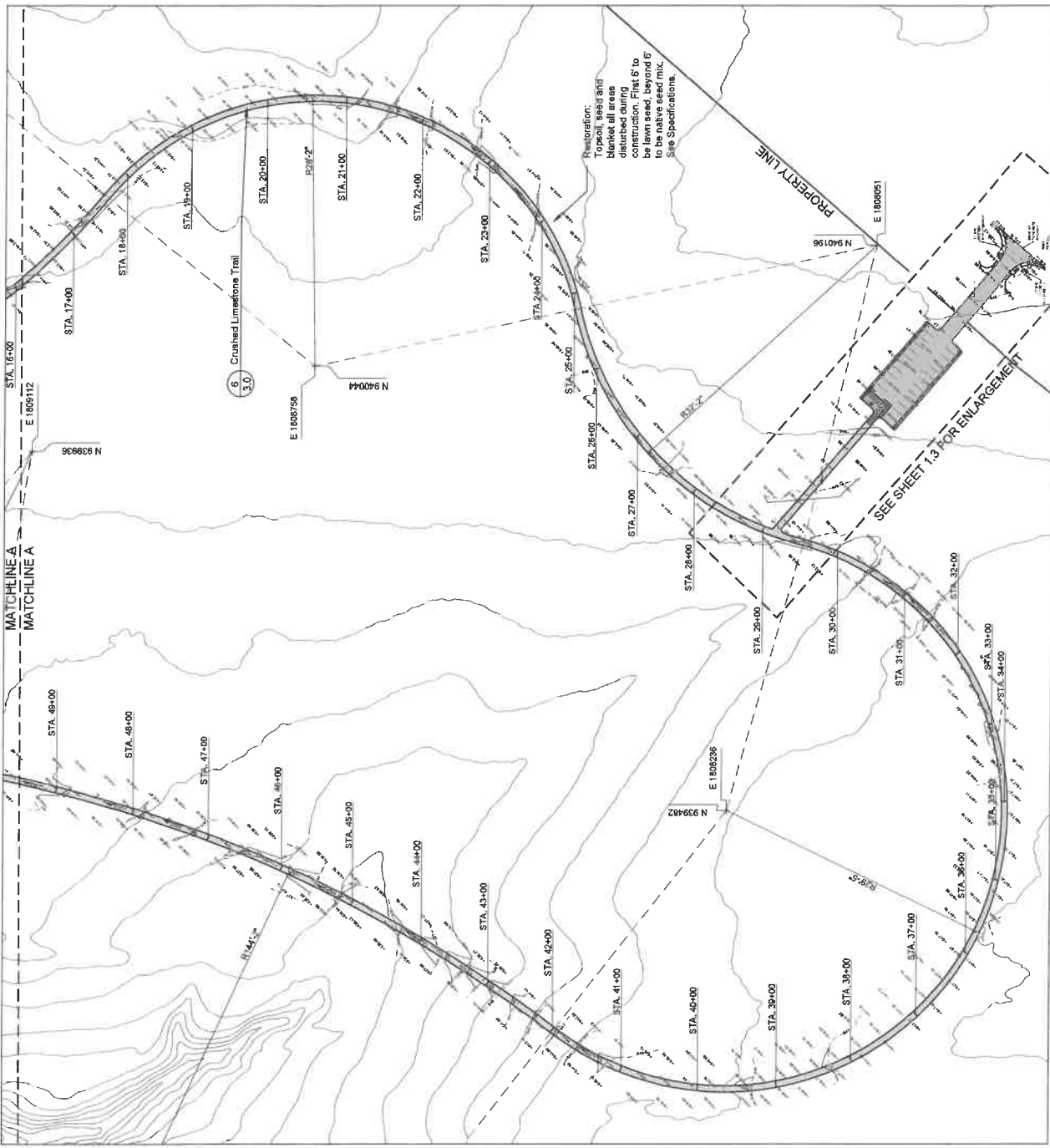
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79+00	107.96	107.96
80+00	107.96	107.96
81+00	107.96	107.96
82+00	107.96	107.96
83+00	107.96	107.96
84+00	107.96	107.96
85+00	107.96	107.96
86+00	107.96	107.96
87+00	107.96	107.96
88+00	107.96	107.96
89+00	107.96	107.96
90+00	107.96	107.96
91+00	107.96	107.96
92+00	107.96	107.96
93+00	107.96	107.96
94+00	107.96	107.96
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100+00	107.96	107.96

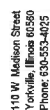
PROJECT BENCHMARK

SITE BENCHMARK 1
ELEVATION ON TOP OF
OF COBBLE NORTH SIDE
N 107861.78
E 108005.1
2.00' 00"

LEGEND

- Asphalt Paving - Parking
- Gravel Section Driveway & Paving
- Crushed Limestone Trail
- Tree Protection Fence
- 5' Self Fence
- Continuation of Trail





Fox River Bluffs

12345 Fox Rd,
Yorkville, Illinois 60560

PROJECT TEAM



uplandDesign Ltd
Landscape Architecture & Park Planning
Chicago, Illinois 312-359-4088
Plainfield, Illinois 615-254-0091
uplandDesign.com

SURVEYOR
JULH Land Surveying Inc.
1110 Geneva St.
Shorewood, Illinois 60404
Phone: 815-729-4000

PROJECT BENCHMARK

SITE BENCHMARK 1
CROSS CUT ON TOP
OF CURB NORTH SIDE
OF ISLAND
N 1807801.75
E 940165.78
Z 647.30

REVISIONS

MBEM NEW VIEW SET
12 JUL 2022
NOT FOR CONSTRUCTION

ORIGINAL ISSUE DATE 25 JUL 2022

PROJECT NUMBER

SHEET TITLE

Parking and Driveway Enlargement

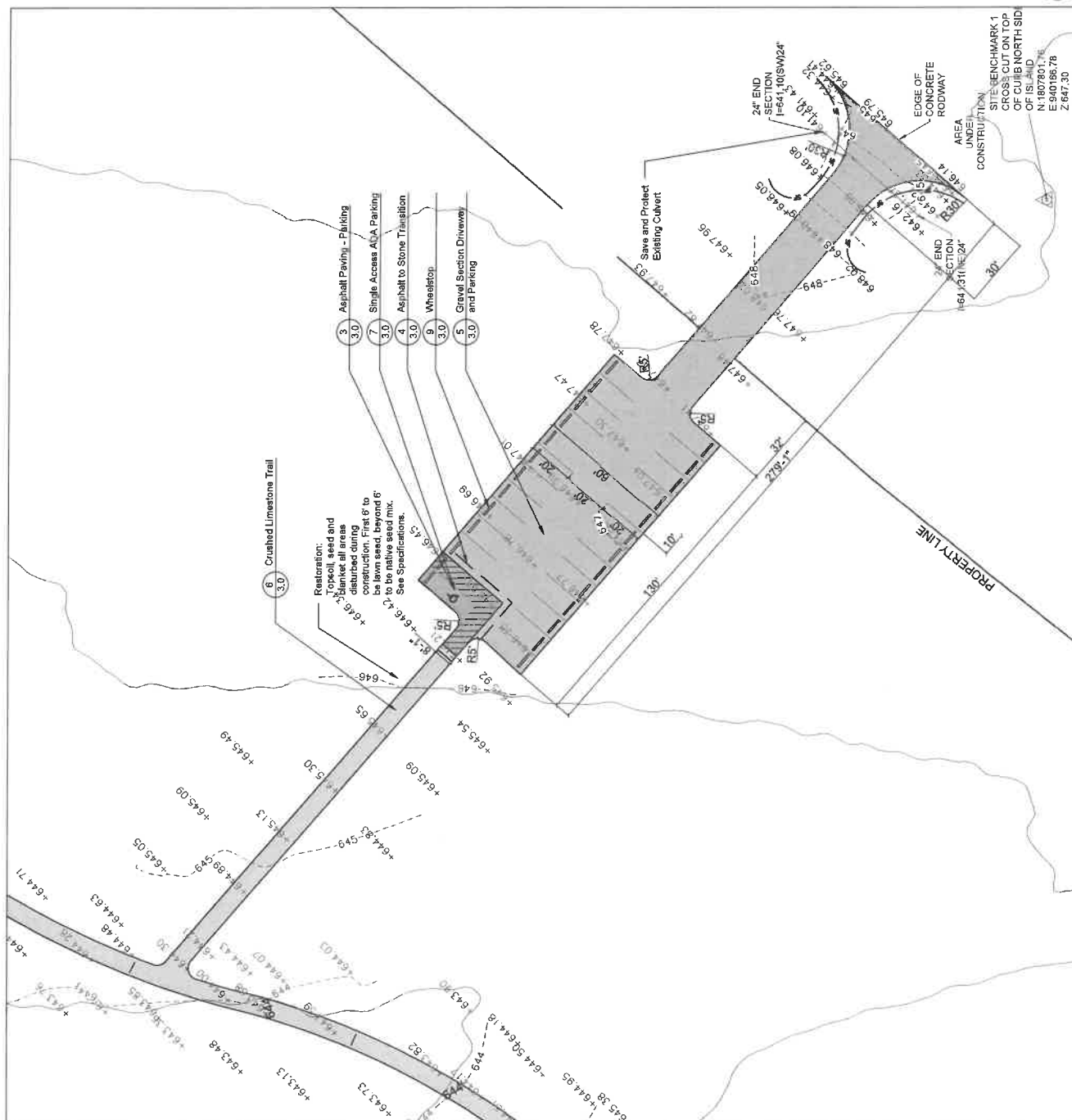
SHEET NUMBER

1.3

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GENERAL NOTES:

1. See Sheet 1.0 for Notes



Bid Proposal for:
Fox River Bluffs

Contractor: _____

TO: Kendall County Forest Preserve District
Fox River Bluffs
110 W Madison Street
Yorkville, Illinois 60560

Project # 939

The undersigned bidder has carefully examined the plans and specifications for Kendall County Forest Preserve District Fox River Bluffs, in Yorkville, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

Description of abbreviations:

SF = Square Feet

CF = Cubic Feet LF= Lineal Feet

SY = Square Yard

CY = Cubic Yard LS = Lump Sum

FF = Finished Face

BASE BID

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Removals & Earthwork, Complete	1	LS	\$	\$
2	Undercut, Removals and Placement of PGE at Parking Lot and Trail (to be used only with approval of Owner's Representative)	120	CY	\$	\$
3	Silt Fence	1	LS	\$	\$
4	Asphalt Paving - Parking	61	SY	\$	\$
5	Asphalt to Stone Transition	23	LF	\$	\$
6	Gravel Parking	1583	SY	\$	\$
7	Crushed Limestone Trail	4913	SY	\$	\$
8	Drainage Culverts	1	LS	\$	\$
9	ADA Sign and Post	1	EA	\$	\$
10	Painted Striping	1	LS	\$	\$

Base Bid Total \$ _____

Base Bid in Writing:

Bid Proposal for:
Fox River Bluffs

Contractor: _____

ALTERNATE #1: Wheelstops

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A1-1	Wheelstop	26	EA	\$	\$

Alternate Bid Total \$ _____

Alternate Bid in Writing:

End of Bid Items - Fill out remainder of forms.
Provide 2 copies of bid form.

CONTRACTOR: _____

CONTACT: _____ SIGNATURE: _____

PHONE: _____ FAX: _____

ADDRESS: _____

List Surety Company Which Contractor will be using for Performance and Payment Bonds: _____

CONTRACTOR REFERENCES

Please include three references with which the Contractor has completed similar work in the past two years. List name of owner, contact person, address, and phone number.

1) _____

Project Description and Contract
Amount _____

2) _____

Project Description and Contract
Amount _____

3) _____

Project Description and Contract
Amount _____

4) _____

Project Description and Contract
Amount _____

5) _____

Project Description and Contract
Amount _____

SUBCONTRACTORS: List all subcontractors who will perform work representing 5% or more of the total base bid. The Bidder represents that the subcontractors are qualified to perform work required. References may be requested for any sub-contractor.

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT **CONTRACTOR COMPLIANCE AGREEMENT**

Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/15.

(820 ILCS 265/15)

Sec. 15. Substance abuse prevention programs required.

(1) Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

- (A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
- (B) A prohibition against the actions or conditions specified in Section 10.
- (C) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
- (D) A procedure for notifying an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of Section 20.

(2) Reasonable suspicion testing. An employee whose supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or a drug is subject to discipline up to and including suspension, and be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee. It is encouraged that observation of an employee should be performed by a supervisory or managerial employee who has successfully completed a certified training program to recognize drug and alcohol abuse.

Kendall County Forest Preserve District

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

Page 1 of 2

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The employer who is requiring an employee to be tested based upon reasonable suspicion shall provide transportation for the employee to the testing facility and may send a representative to accompany the employee to the testing facility. Under no circumstances may an employee thought to be under the influence of alcohol or a drug be allowed to operate a vehicle or other equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the employer's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or alcohol, the employee shall be subject to termination. The employer shall pay all costs related to this testing. If the test result is negative, the employee shall be placed on active status and shall be put back to work by the employer. The employee shall be paid for all lost time to include all time needed to complete the drug or alcohol test and any and all overtime according to the employee's contract.

(3) An employer is responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program, except when these costs are covered under provisions in a collective bargaining agreement. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(Source: P.A. 95-635, eff. 1-1-08.)

Upon bid award, the contractor agrees to provide a copy of their Substance Abuse Prevention Plan to the Owner prior to beginning construction.

Contractor Signature

Date

Contractor Name

CONTRACTOR COMPLIANCE ATTACHMENT

The following shall be included with proposal form.

A.) The contractor shall abide by and comply with all applicable local and state laws relating to:

- 1.) Fair employment practices and prohibiting discrimination in employment as set forth in the Illinois Human Rights Act
- 2.) Any and all applicable workmen's compensation laws
- 3.) Wages and claims of laborers, mechanics and other workmen, agents or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.

The scale of wages to be paid shall be obtained from the Illinois Department of Labor and posted by the Contractor in a prominent and accessible place.

B.) The Contractor certifies it has not been barred from being awarded a contract with a unit of state or local government as a result of violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).

C.) The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has written sexual harassment policy that includes, at a minimum, the following information (I) the illegality of sexual harassment: (II) the definition of sexual harassment under State law: (III) a description of sexual harassment utilizing examples: (IV) the Contractor's internal complaint process including penalties: (V) the legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both: and (VI) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Department of Human Rights upon request.

D.) The Contractor certifies that it shall follow the Prevailing Wages Act, Illinois Revised Statutes, Chapter 48, Paragraphs 39s-1, et seq. Contractor shall comply at all times with the provisions of the Act.

Contractor Signature

Date

Contractor Name

BID PROPOSAL
AND SPECIFICATIONS

FOR

Fox River Bluffs

BID OPENING:
August 9, 2022 at 1:00 P.M.



Kendall County Forest Preserve District
110 W Madison St.,
Yorkville, Illinois 60560
(630) 553-4025

Prepared By:



UPLAND DESIGN Ltd.

24042 Lockport St., Suite 200, Plainfield, Illinois 60544
1229 N. North Branch Street, #220A, Chicago, Illinois 60642
PH: (815) 254-0091

Project #939

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

LEGAL NOTICE NOTICE TO BIDDERS

Sealed proposals for Fox River Bluffs – Site Construction in Yorkville, IL, shall be received at the Forest Preserve County offices: 110 W Madison Street, Yorkville, IL 60560, until 1:00 p.m. local time, August 9, 2022, at which time all bids will be publicly opened and read aloud.

Work generally includes grading, earthwork, crushed limestone trail, gravel parking area, and asphalt paving.

Bid documents will be available online beginning July 25th, 2022, at 11:00 am at <https://www.co.kendall.il.us/> and at the Forest Preserve offices and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) -553-4025.

Specifications require the submittal of a 10% Bid Surety with the proposal. In addition, the successful contractor(s) must be able to provide a satisfactory Performance Bond, Labor and Material Payment Bond, and required proof of insurance following the award of a contract.

All contracts for work herein are subject to all County rules and regulations, and providing for the payment of Kendall County's prevailing wage rate to all workers involved in these projects.

All bids will remain firm for 60 days after the bid opening. The Kendall County Forest Preserve District reserves the right to reject any or all bids, to waive informalities on a bid, and to accept the lowest responsible bid that serves the best interests of the Forest Preserve District.

Minority business firms are encouraged to submit bids. Successful contract bidders are also encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. This project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Recreation Trails Program" (RTP) grant program.

SECTION 00 0110
TABLE OF CONTENTS

ITEM

Legal Notice
Section 00 1000 – General Conditions
Section 00 2113 – Instructions to Bidders
Section 01 1300 – Submittals
Section 01 1500 – Temporary Facilities
Section 01 2100 – Site Preparation
Section 01 2140 – Soil, Construction & Demolition Debris Removal
Section 01 5713 – Erosion Control
Section 01 7300 – Execution Requirements
Section 01 7700 – Project Closeout

Section 31 2000 – Earthwork
Section 32 1216 – Asphalt Paving
Section 32 1540 – Crushed Stone Surfacing
Section 32 1723 – Painted Pavement Markings

Agreement (Draft for signature following award of contract)

PROPOSAL – Separate Sheets

Bid Proposal Form
Contractor References
Substance Abuse Prevention on Public Works Projects Act
Contractor Compliance Attachment

DRAWINGS – Separate Sheets

Drawing set title: Fox River Bluffs

END OF SECTION

SECTION 00 1000
GENERAL CONDITIONS

1.0 TERMS

- 1.1 "Owner" shall refer to the Kendall County Forest Preserve District. "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents.
- 1.2 "Upland Design Ltd." shall refer to the firm that prepared construction documents.
- 1.3 "Owner's Representative" shall refer to the Executive Director of the Kendall County Forest Preserve District or Upland Design Ltd., or their designated representative.
- 1.4 "Contract Documents" refer to the specifications, plans/drawings, addenda, if any, and change orders, if any, that are labeled with the same project title and Owner name that is in the Legal Notice within this specification. See Table of Contents for a listing that is complete at the time of initial contract document publication.
- 1.5 "Project Site" refers to the Owner's property within the construction limits that are shown and/or defined within the Contract Documents.
- 1.6 "Substantial Completion" is the date when construction is sufficiently completed, in accordance with the contract as modified by any change order agreed to by the parties, so that the Owner can occupy the project for the use for which it was intended. Incomplete items may remain that prevent the Owner from making a full payout at the date of substantial completion.

2.0 LAWS AND PERMITS:

- 2.1 Contractor shall at all times observe and comply with federal, state and local laws, regulations and ordinances which in any manner affect the conduct of the work. Complaints, claims or actions brought against Contractor for failure to observe or comply with any law, ordinance or regulation shall be the sole responsibility of Contractor and shall in no way extend to or expose the Owner or Upland Design Ltd. to liability. Contractor shall perform all work and use only those materials conforming to county, state and federal codes regarding health, safety and welfare. The Owner and Upland Design Ltd. shall not be held responsible for failure of work or materials that do not conform to codes.
- 2.2 In instances where the contract documents require the Contractor to obtain permits and/or licenses, the Contractor shall pay charges and fees and give notices necessary and incident to the due and lawful execution of the work.

3.0 INTENT OF CONTRACT DOCUMENTS:

- 3.1 The Contract Documents are intended to include all items necessary to complete the Work. Contractor shall perform the work and incidental construction in the manner specified in the Contract and shall furnish all materials, labor, tools, equipment and incidentals necessary to complete the work. Plans and specifications are intended to be complimentary. Work or materials called for by one shall be binding as if called for by all.

4.0 PLAN & SPECIFICATION DIMENSIONS:

Drawings are fully figured and dimensioned. Figures shall be followed without regard to scaled measurement from plans. When figures have been omitted, or when a marked discrepancy exists between figures and scale, the question shall be referred to the Owner's Representative for a final decision or interpretation.

5.0 ERRORS AND DISCREPANCIES

- 5.1 If the Contractor, during work, finds discrepancies between the plans and the physical conditions or any errors or omissions, it shall be his duty to notify Upland Design Ltd. and Owner immediately. Upland Design Ltd. shall verify such findings and determine the course of action, if any, necessary. Any work done after such discovery and without approval to commence from the Owner's Representative, shall be done at the Contractor's risk and at Contractor's sole expense. Upland Design Ltd. reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans when necessary.
- 5.2 When information concerning underground, subsurface or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures and other investigations have been provided to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. Neither the Owner nor Upland Design Ltd. shall be responsible for the accuracy of such information. A guarantee is not expressed or implied that indicated conditions are representative of those existing throughout the work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present.

6.0 SUBSTITUTIONS

- 6.1 Each bid or proposal shall be based upon the material and equipment called for in the plans and specifications. Items called for in the plans and specifications are done so to establish a standard. Only prior written approval from Upland Design Ltd. following Owner direction shall allow any substitution of material, furnishing or article in place of the item specified. References to the term "equal" or "approved equal" shall mean that an item used in place shall be of equal or greater quality and shall be approved in the manner described in this section as a substitute to the specified material, furnishing or article.
- 6.2 Requests for substitutions shall be made no less than five (5) work days (Monday-Friday) prior to bid opening date to Upland Design Ltd. Each substitution request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, all specifications for requested substitute including drawings with dimensions and any other data or information necessary for a complete evaluation. Any substitution accepted by Owner shall be done so in a written addendum to the bid documents: no other substitution shall be granted.

7.0 CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS

- 7.1 Contractor shall have a complete copy of specifications and plans at the work site whenever work is in progress. Contractor shall notify Owner and Upland Design Ltd. a minimum of 48 hours in advance of **beginning** the work, and shall notify Owner and Upland Design Ltd. a minimum of 48 hours in advance by phone when site visits are needed to determine general compliance with the contract documents for items such as: layout staking, grading, drainage, and other major items of

construction.

- 7.2 All work and materials shall be open to the inspection of the Owner and Upland Design, Ltd. at all times. The Contractor shall also furnish upon request of Owner or Owner's Representative at his expense, a person or persons familiar with the project to review work on site and discuss any matters about the work or Contract when given 48 hours notice for such a meeting or whenever Contractor's staff is present at the site. Upon request, copies of material delivery tickets shall be furnished to Owner.

8.0 SUBCONTRACTORS AND SUPPLIERS

- 8.1 Contractor shall provide a list of Subcontractors and suppliers as part of the proposal form. Any changes to the list must have the approval of the Owner's Representative prior to commencing the work. When any Subcontractor or supplier fails to perform the work in accordance with the Contract, Contractor shall terminate such Subcontractor or supplier upon written notice by Owner's Representative. Contractor shall have no claim for damages, compensation in excess of Contract price or an extension of Contract time as a result of any such termination. The Contractor shall not let or transfer this contract or any part thereof without the written consent of the Owner. Contractor shall not be relieved from any liability or obligation under this Contract when work is assigned to others.

9.0 OWNER'S RIGHT TO DO WORK:

- 9.1 The Owner reserves the right to perform or have performed other work at the project site. Contractor shall afford the Owner and other contractors reasonable opportunity for the execution of other work and shall properly coordinate the Contractor's work with other work.

10.0 RIGHT TO SUSPEND WORK:

- 10.1 The Owner will notify Contractor in writing when the work is to be suspended wholly or in part for such periods deemed necessary by the Owner, in its sole discretion. Work may be suspended for conditions unsuitable for the execution of the work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions. No additional compensation (including mobilization) shall be paid to Contractor because of such suspension.

11.0 ALTERATIONS, EXTENSIONS AND DEDUCTIONS:

- 11.1 The Owner reserves the right to extend or shorten the work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed in accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions.
- 11.2 Alterations, extensions and deductions shall be authorized by a written change order issued by the Owner and signed by Contractor and Owner before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension or reduction in completion time. Claims for extra work, which have not been authorized by a written change order, will be rejected.
- 11.3 All change orders requires approval by the Board of Commissioners of the Kendall

County Forest Preserve District.

- 11.4 In the case of work specified by the Owner or Upland Design Ltd. to be completed by the Contractor, but not indicated on the plans or specifications, or not susceptible to classification under the Schedule of Values in the bid proposal, the Contractor shall and will perform such work and furnish such materials as may be required. An agreement to the costs of such work and necessary materials shall be agreed upon before commencement of work, and shall be in writing.
- 11.5 The Owner shall have the right to increase or diminish all or any Contract amount or items without impairing the volume or scope of this Contract so long as these alterations do not change the amount of the contract price more than forty-nine percent (49%).

12.0 INDEPENDENT CONTRACTOR RELATIONSHIP:

- 12.1 It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the Owner and/or Kendall County, Illinois. Owner understands and agrees that Owner is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Contract. Owner further understands and agrees that Owner is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Owner's officers, employees and/or agents who perform services as set forth in the Contract. Owner also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Owner, Owner's officers, employees and agents and agrees that Owner and Kendall County, Illinois are not responsible for providing any insurance coverage for the benefit of Owner, Owner's officers, employees and agents. Owner hereby agrees to defend with counsel of Owner's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Owner, Kendall County, Illinois and their respective past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Owner, its officers, employees and/or agents may sustain while performing services under the Contract.
- 12.2 Owner, at any time, for any reason and in Owner's sole discretion, may require Contractor and/or Contractor's consultants and/or subcontractors to remove any individual from performing any further work under this Contract. Contractor shall have no claim for damages or extension of time as a result of such termination. Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Owner may suspend the work.

13.0 USE OF SITE

- 13.1 Contractor shall confine equipment, material storage and workmen operations to limits indicated by law, ordinances, plans, permits or directions of the Owner and as per plans. Contractor shall not unreasonably encumber the site with materials or cause inconvenience to the Owner, public or other contractors. Contractor's responsibilities for usage of the site shall include:

A. Utilities: Contractor shall obtain permits, provide and make payment for such utilities as water, electricity, heat/air, telephone and waste disposal when

necessary in performing the work.

- B. Buildings: Contractor shall obtain permits, provide and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the work.
- C. Pumping: When during construction, standing water caused by heavy rains or poor drainage becomes an obstacle to the work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers or other natural or man-made drainage ways.
- D. Temporary Roads and Turnarounds: Contractor shall provide for temporary roads necessary or access to and within the site during the construction. All temporary roads or turnaround points shall be approved by Owner prior to construction.
- E. Storage: Materials and equipment shall be stored in a manner that preserves their quality. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval by the Owner.
- F. Parking: Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Owner's Representative's approval. Parking is prohibited under the dripline of trees to be saved.
- G. Vegetation not marked for removal shall not be cut, trimmed or damaged except with the approval of Owner's Representative. Contractor shall provide on-site traffic patterns away from existing vegetation, provide necessary ramps and shall not park vehicles near or under existing vegetation. Contractor shall not park or maneuver equipment or stockpile materials within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during construction is subject to replacement at Contractor's expense.

14.0 WORK SITE SAFETY:

- 14.1 Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property. The Contractor is responsible for protecting the public from dangerous situations on the site during Construction. This requirement shall apply continuously and shall not be limited to normal working hours.
- 14.2 Whenever public or private property is damaged in whole or in part by Contractor, its employees, subcontractors and/or agents, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Any damage to the Owner's property, that was caused in whole or in part by Contractor, its employees, subcontractors, and/or agents may be repaired by the Owner, in Owner's sole discretion, and either deducted from the payment owed to the Contractor or billed to the Contractor, at Owner's sole discretion.
- 14.3 Contractor shall also be responsible for damage to the work by actions of the elements or from any other cause whatsoever and shall restore the work at his/her own expense. A registered Land Surveyor at the Contractor's expense shall replace existing property corners disturbed or lost during construction. When the

site is opened for usage after final acceptance, damage to the work shall not be due to the Contractor's fault or negligence.

14.4 Contractor shall have no claim against the Owner or Upland Design Ltd. because of any damage or loss to the work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others.

14.5 Contractor shall protect public and adjacent properties including roadways and shall use necessary precautions to prevent damage or injury thereto. Contractor shall prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or other aboveground structures.

15.0 LABOR, EQUIPMENT AND METHODS:

15.1 Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work in the quality and time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.

15.2 Equipment used shall be of such type, size and amount and in such mechanical condition as to meet the requirements of the work and produce a satisfactory quality of work.

16.0 INSPECTION AND TESTING:

16.1 Materials and application rates to be used in the work shall be subject to testing at all times during fabrication as specified or designated by Owner's Representative. Contractor shall give advance notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the work. Without charge to the Owner, the Contractor shall furnish such amounts of materials needed for testing and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Owner will bear the cost of inspections and testing of materials.

17.0 SUBMITTALS:

17.1 Contractor shall submit to Owner's Representative required shop drawings (three sets each – or number indicated in Section 01 1300 SUBMITTALS when included), product data and samples concerning materials and equipment. Owner's Representative's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability. Equipment and materials installed or used without such review shall be at risk of rejection and replacement by Contractor at no cost to the Owner. Submittals shall become part of the Contract Documents. Contractor shall be responsible for any delay in the work due to a delay in providing required submittals.

17.2 Unless otherwise specified, products and materials are to be new and of best quality. Materials, and products or work having a well known, technical or trade meaning but not specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by Architects, Engineers and Tradesmen.

18.0 REMOVAL OF DEFECTIVE WORK

- 18.1 The Owner's Representative may reject and require correction of any work that does not conform to the Contract Documents. Contractor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as directed by Owner. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment. No increase will be made in payment or in contract time as a result of work required for corrective actions. When Contractor fails to correct condemned work and remove rejected materials and equipment from the site in a timely manner, the Owner reserves the right to refuse payment for such work and perform such work or hire others to perform such work and the expense thereof shall be deducted from the amount to be paid the Contractor.
- 18.2 Until final payment, all work shall be subject to inspection and testing, which includes removing or uncovering finished work when necessary. Contractor shall provide access and assistance required for such inspection and testing and shall furnish necessary facilities, labor and materials for such removal and approved replacement. Nothing in this Contract shall be construed to mean that the Owner or Upland Design Ltd waives the right to later complain about defective materials or workmanship even after final acceptance.
- 18.3 When questioned work is found to be defective due to fault of Contractor, Subcontractor, suppliers or their employees, Contractor shall pay for the cost of such inspection and reconstruction. When questioned work is found to meet Contract requirements, Owner shall pay actual cost of labor and materials involved in inspection and reconstruction.

19.0 COMPLETION DATE:

- 19.1 Contractor warrants that the commencement and completion dates specified in the Instruction to Bidders is reasonable time for completion of the work for the Contract price taking into consideration natural and man-made conditions that may affect the work.

20.0 CLEANING UP:

- 20.1 Contractor shall keep the project site and adjoining premises and thoroughfares free from accumulation of waste material or rubbish caused by the work on a daily basis. When Contractor fails to do so within 5 calendar days of a written request by the Owner's Representative, the Owner may remove the items and deduct the cost of such removal from Contractor's final payment.
- 20.2 Soil (mud) on adjacent sidewalks and roadways as well as dust shall be kept to a minimum during construction.

21.0 PAYMENT:

- 21.1 Contractor may request partial payments based on estimates of work completed. Payment requests shall be submitted to the Owner for approval in duplicate on AIA Documents G702 and G703, application and Certificate for Payment. The estimate shall be a sworn statement of work completed to date, shall list each item completed with reference to the bid proposal item number and quantity, and include waiver of liens as specified in the Instructions to Bidders. The Owner reserves the right to temporarily withhold payment from any pay request submitted by Contractor due to the delay in the progress or completion of the Work.

- 21.2 Per (815 ILCS 603/20 new) Sec. 20. The Owner may retain up to 10% of any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract may be held as retainage
- 21.3 Upland Design Ltd and the Owner shall make a final inspection of work after Contractor notifies the Owner that work is substantially complete. The Contractor will be notified in writing of all punch list items, if any, to be corrected or completed before final acceptance is granted. Following Contractor's completion of all punch list work, Owner's Representative shall provide a written notice of final acceptance to Contractor. The date of the final acceptance letter shall be the beginning date of the one-year guarantee (or when included, as stated in Section 01 7700 PROJECT CLOSEOUT).
- 21.4 Upon written final acceptance, the Contractor shall submit final waivers of lien, and a final request for payment, including retained monies. Final payment shall be made to the Contractor within sixty (60) days after receipt of the above items. Contractor may request a reduction of the percentage of retainage during the one hundred twenty-day period and a payment of a portion of the retainage may be made at the Owner's discretion.

22.0 INDEMNIFICATION:

- 22.1 Contractor shall protect, defend, indemnify and hold harmless, the Owner and Upland Design Ltd, their officers, employees, and agents, from and against all claims, actions, suits, judgments, costs, losses, and expenses, including attorneys' fees and administrative expenses, and liabilities of whatsoever kind or nature arising out of:
- A. Contractor's performance of, or failure to perform, the work in accordance with the terms of the Contract.
 - B. Infringement (actual or claimed) on patents, copyrights or trade names by reason of any work performed or to be performed by Contractor under the Contract or by reason of anything to be supplied by Contractor pursuant to the Contract;
 - C. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents and servants) or damage to or destruction of property, including the loss of use thereof;
 - 1. caused in whole or in part by any act, error or omissions by Contractor, Subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder;
 - or
 - 2. arising directly or indirectly out of the presence of any person in or about any part of the project site or in the streets, sidewalks and property adjacent thereto;
 - or
 - 3. arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of the Contract.
 - D. Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal

injury claims suffered by its own employees, asserted by persons allegedly injured on this project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of the Worker's Compensation Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner, Kendall County, Illinois and their respective past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

23.0 NON-DISCRIMINATION PROVISIONS:

23.1 Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. In the event the Contractor does not comply with any of the above-referenced statutes and regulations, the Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

24.0 OWNERSHIP OF PLANS, SPECIFICATIONS:

24.1 All Plans and Specifications and copies thereof furnished by or purchased are property of Upland Design Ltd. and are not to be used on other work. With the exception of one complete set, all documents are to be returned upon contract completion to Upland Design Ltd.

END OF SECTION

SECTION 00 2113

INSTRUCTIONS TO BIDDERS

For the purpose of these specifications, "Owner" shall refer to the Kendall County Forest Preserve District and "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Contract Documents shall refer to addenda when issued, specifications and plan drawings.

1. PLANS AND SPECIFICATIONS

Plans and specifications may be online beginning July 26th, 2022, at 11:00 am at <https://www.co.kendall.il.us/> and at the Forest Preserve offices and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) -553-4025.

All inquiries, outside of the bidder inspection, that concern the bid request shall be submitted in writing to the Owner via email to dguritz@co.kendall.il.us. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the agreement. Questions will not be responded to by oral clarification. Failure to request clarification will not waive bidder's responsibility to comprehend the plans and specifications and perform the work in accordance with the intent of the plans and specifications.

2. PROPOSAL FORM

Bidders shall submit the proposal form provided which shall be filled out completely and addressed as follows:

Fox River Bluffs
Kendall County Forest Preserve District
12345 Fox Rd,
Yorkville, IL 60560

All information requested on the bid forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict. On the outside of the bid envelope, each sealed bid shall also contain the notation "**SEALED BID**" along with the following information:

- A) Fox River Bluffs
- B) Bidder's company name, and
- C) Date and time of bid

Bids for the project shall be received on or before the published date and time at which time they will be opened and read publicly. Bids received at the above address after the deadline will be marked "Late" and will be returned to the bidder unopened. It is the bidder's responsibility to ensure that the bid submission is received prior to the stated deadline no matter what method is used to submit the bid.

3. ACCEPTANCE OR REJECTION OF BID

The Owner will accept or reject bids within sixty (60) days after analysis of the proposals, and reserves the right to accept or reject any or all bids; to restart the bidding process at any time after rejection of all bids; to combine or separate any section of work; to waive any minor informality or irregularity in the bids received; and/or to add or delete items in the bid if it is in the best interest of the Owner.

4. BIDDER EXPERIENCE

The Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications and have a minimum of five (5) years experience in similar work, and must be able to demonstrate that adequate persons and materials are available to perform the work. The Contractor shall submit with the bid proposal no less than three (3) references for which the Contractor has completed work similar to that described in the plans and specifications.

5. EXAMINATION OF SITE AND DRAWINGS

See included Section 00 0110 Table of Contents for a complete list of specifications and drawings.

Before submitting a proposal, bidders shall carefully examine all of the above-referenced documents, the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations. The failure or omission of any bidder to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve the bidder from any obligation with respect to his bid. By submitting a bid, the bidder warrants that he/ she has examined the site, specifications, and drawings, and that where the specifications require that a given result be produced, the specifications and drawings are adequate and the required result can be produced using the specifications and drawings.

6. BID SURETY

A bid surety in an amount equal to ten percent (10%) of the total bid price shall accompany each sealed bid. The surety can be in the form of a bid bond or certified check and should be made payable to the Owner. The bid surety of all bidders, except the successful Contractor(s), shall be returned within ten (10) days after the Owner's decision to accept and/or reject bids. The successful Contractor's bid surety shall be returned upon receipt of an acceptable Performance Bond, Payment Bond, and Certificate of Insurance. The bidder shall pay all premiums and costs associated with this bid surety.

7. PERFORMANCE BOND

Within ten (10) days after the award of contract, the successful Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond, each equal to 100% of the contract and all obligations arising from it. Bonds shall be provided on the AIA-312 Form or another similar form which is acceptable to the Owner, and shall become part of the contract. The failure of the successful bidder to enter into contract and supply the required bonds within ten (10) days of award of contract, or within such extended period as the Owner may grant, shall constitute default, and the Owner may either award the contract to the next responsible bidder, or re-advertise for bids. A charge against the defaulting bidder may be made for the difference between the amount of the bid and the amount for which a subsequent contract is executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee. Contractor shall pay all premiums and costs of this bond.

8. ASSIGNMENT AND SUBCONTRACTORS

The Contractor shall not assign any part of this contract, or award any work under this contract to any subcontractor without prior written approval from the Owner. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

9. INSURANCE

NOTE: Bidders' attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to

determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 1185) or insurance Services Office form no. GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Board Form Comprehensive General Liability or the most recent revision.
2. **Please note Endorsement CG 21 34 11 88, CG 21 39 11 88 or other such policy provision or endorsement which limits contractual liability shall be deleted in its entirety.**
3. Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
4. Workers' Compensation insurance as required by statute and Employers Liability insurance.
5. Manufacturers, Owners and Contractors liability insurance.
6. Coverage for collapse, explosion, and excavation and trenching done with power equipment or by hand.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project using the endorsement CG 25 03 11 85 or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverage for owned, hired or non-owned vehicles, as applicable.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.

4. **Umbrella or Excess Liability:** In addition, contractor shall provide umbrella or excess liability insurance providing in excess of the underlying General Liability, Automobile Liability and Employers' Liability insurance above, with the following minimum limits of \$5,000,000 per Each Occurrence and \$5,000,000 per Annual Aggregate (where applicable in the underlying) Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying General Liability, Automobile Liability or Employers' Liability insurance and shall expressly provide that the umbrella or excess policy will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the Owner. At the option of the Owner either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Owner, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. **Regarding General Liability and Automobile Liability Coverages,**
 - a. The Owner, Upland Design, Ltd., their officers, officials, employees, volunteers, and Upland Design Ltd's subconsultants are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. Coverage shall contain no special limitations on scope of protection afforded to the Owner, its officers, officials, employees, volunteers, or agents.
 - b. The Contractor's insurance coverage shall be primary insurance as respect to the Owner, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, volunteers or agents shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage to the Owner, its officers, officials, employees, volunteers, or agents.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. **Workers' Compensation and Employers Liability Coverage**
 - a. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the contractor for the Owner.

3. All Coverage's

- a. Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in the State of Illinois.

F. Verification of Coverage. Contractor shall furnish the Owner with certificates of insurance and original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

H. An endorsement containing the following: "Solely as respects to work done by and on behalf of the named insured for the Owner, it is agreed that the Owner and Upland Design, Ltd., are added as additional insured under this policy."

10. NON-DISCRIMINATION PROVISIONS

Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. In the event the Contractor does not comply with any of the above-referenced statutes and regulations, the Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

11. PREVAILING WAGE

A. PREVAILING WAGE ACT

This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. The Contractor shall comply with the Prevailing Wage Law of the State of Illinois. No less than the prevailing rate of wages as found by the Owner for the County in which the project takes place, or Department of Labor, or determined by the court of review, shall be paid to all laborers, workers and mechanics performing work under this contract. Contractor's bonds shall include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by this contract.

The Owner is a public body that is subject to the Prevailing Wage Act, 820 ILCS 130/.01 et seq. Contractor shall comply at all times with the provisions of the Illinois Prevailing Wage Act. Failure of Contractor to comply with the Illinois Prevailing Wage Act, including, but not limited to the inspection of records, and any rules or regulations promulgated by the State of Illinois with regard to the Illinois Prevailing Wage Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation.

Contractor shall maintain accurate records of the names, occupations, and wages paid to each laborer, worker, and mechanic employed in connection with the work. Contractor shall allow the Owner access to these records for inspection purposes at any reasonable hour and upon reasonable notice.

When the Illinois Department of Labor revises the prevailing rate of wages these revised rates shall apply to the Contract. In case of underpayment of the Prevailing Wage, a penalty of 20% of the underpayment shall be assessed against Contractor, payable to the Illinois Department of Labor. Underpayment that has not been repaid to a worker within 30 days of violation is subject to an additional 2% of the underpayment as a punitive damage assessment, payable to the worker.

B. CERTIFIED PAYROLL

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

12. EMPLOYMENT OF ILLINOIS WORKERS:

The Owner is a public body that is subject to the Employment of Illinois Workers on Public Work Projects Act. If the project receives State funds or funds administered by the State Illinois, and if at the time the contract is executed, or if during the term of the contract, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, the Contractor, its consultants, contractors, subcontractors, and agents agree to employ laborers on this project in accordance with the Employment of Illinois Workers on Public Works shall comply at all times with provisions of the Act. Failure of Contractor to comply with the Employment of Illinois Workers on Public Works Act, and any rules or regulations promulgated by the State of Illinois with regard to the Employment of Illinois Workers on Public Works Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation. Contractor shall maintain accurate records of the names and addresses of workers employed by it, whether skilled, semi-skilled, or unskilled, and whether manual or non-manual.

13. DRUG FREE WORKPLACE ACT

Contractor and its consultants, employees, contractors, subcontractors and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et. seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.”

14. PAYMENT

Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

15. LIQUIDATED DAMAGES

The Contractor shall commence the work with authorization from the Owner pending delivery and shall be completed by November 30, 2022. In the event the Owner and Contractor cannot agree that the entire project work is substantially completed by **November 30, 2022**, then, in addition to any remedies available to the Owner, the Contractor shall pay to the Owner the sum of one percent (1%) of the total contract amount per day for each day beyond the completion date until substantial completion of the work has been achieved. This payment is for the liquidated damages, in addition to any other damages that may be incurred the Owner, and not as a penalty. All such liquidated damages may set off against any monies that may be due the Contractor. When substantial completion is met, a punch list will be developed by Upland Design Ltd. Fifteen calendar days after the punch list is delivered, all items shall be complete. If any items remain to be complete after fifteen calendar days the Contractor shall pay the sum of one percent (1%) of the total contract amount per day beyond until final completion of the work has been achieved.

16. GUARANTEE

Contractor must comply with project closeout terms, refer to section 01 7700 – Project Closeout

END OF SECTION

SECTION 01 1300

SUBMITTALS

1.0 CONTRACTOR'S CONSTRUCTION SCHEDULES

1.1 Immediately after notification of Contract Award, the Contractor shall prepare and deliver to the Owner's Representative for approval, a Construction Schedule. This Schedule shall include a breakdown of the various divisions of the Work and shall show the date of commencement and the date of completion of each division of the Work. This Schedule shall be prepared on the basis of the Contractor's stated Final Completion Date and in consultation with Contractors for any other work involved in the completion of the Project, and with the Owner's Representative's consent or direction, shall be revised from time to time as required. This Schedule shall include the Owner's equipment installation timetable (if any) as furnished by him/her.

2.0 CONTRACTOR PAYOUTS AND LIEN WAIVERS

2.1 Contractor shall submit payment requests in **triplicate** using standard AIA Document G702 "Application and Certificate for Payment."

2.2 Waivers of lien shall be submitted in **triplicate** from all major Subcontractors or suppliers as directed by the Owner.

3.0 SURVEY DATA

3.1 Contractor shall be responsible for properly laying out the Work, and for lines and measurements for the Work executed under Contract Documents. Verify figures shown on the drawings before laying out the Work, and report errors or inaccuracies in writing to the Owner's Representative before commencing work. The Owner's Representative will in no case assume responsibility for laying out the Work.

3.2 Establish necessary reference lines and permanent benchmarks from which built object lines and elevations shall be established. Contractor shall establish two such benchmarks in widely separated locations and be responsible for proper location and level of the work and for maintenance of reference lines and benchmarks. Establish benchmarks and axis lines showing exact floor elevations and other lines and dimensional reference points as required for information and guidance of all trades.

3.3 Each Subcontractor, as it applies to his/her work, shall verify grades, lines, levels, locations, and dimensions as shown on drawings and report any errors or inconsistencies to the Owner's Representative before commencing work. Starting of work by Subcontractor shall constitute acceptance.

4.0 SHOP DRAWINGS, PRODUCT DATA, SAMPLES (SUBMITTALS)

4.1 The contractual requirements for shop drawings, product data, and samples are specified in the General and Supplemental Conditions. The Contractor shall submit shop drawings, product data, and samples.

4.2 Within thirty (30) days after award of Contract, Contractor shall prepare a schedule of specific target dates for submission and return of Owner's Representative reviewed submittals required by Contract Documents.

4.3 No Portion of work requiring such submittal will be permitted to start until submission has been reviewed by the Owner's Representative. Changes or modification to Contract Documents shall not be initiated by corrections to submittals.

4.4 Submittals which reflect major design changes to the Contract Drawings or Specifications must be accompanied by a separate letter justifying change, and will require that a change order be executed prior to acceptance.

5.0 SUBMITTAL PROCEDURES BY CONTRACTOR

5.1 Shop Drawings

A. Submit to the Owner's Representative four (4) copies of Shop Drawings for review. The Owner's Representative's check of any Contractor's Shop Drawings will cover approval of material and design only, and while figures or dimension will be checked in a general way, the responsibility for correctness of all drawings will rest with the Contractor submitting the Shop Drawings. After review, three (3) copies of the Shop Drawings with corrections or accompanying comments will be returned to the Contractor for resubmission, if required, after corrections have been made. For final resubmission, after corrections have been made, the Contractor shall send prints to the Owner's Representative for distribution. The Owner's Representative review of the Shop Drawings does not relieve the Contractor from furnishing materials and performing work as required by the Contract Documents. No extension of time will be granted for review and approval.

5.2 Product Data

A. Submit to the Owner's Representative three (3) copies of the manufacturer's specification, installation instructions and general recommendations for applicable products. Include manufacturer's certification or other data substantiating that the materials comply with the requirements and are recommended by manufacturer for the application shown and specified. Indicate by copy of transmittal form that Installer has received copy of the instructions and recommendations. Hardware schedules and collection of catalog cuts such as light fixtures, site furniture, etc., shall be presented in bound brochures, three (3) copies each.

5.3 Samples

A. Submit to the Owner's Representative two (2) samples and color data information for all finishes and finish materials.

6.0 DISTRIBUTION

6.1 Contractor is responsible for obtaining and distributing required submittal items to his/her Subcontractors and material suppliers after, as well as before, items are stamped "Approved."

7.0 SHOP DRAWINGS FILE TO OWNER

7.1 At completion of construction, Contractor shall furnish for Owner's use one (1) unused copy of all Shop Drawings, manufacturer's diagrams, literature, etc., that were used in execution of the Work.

END OF SECTION

SECTION 01 1500
TEMPORARY FACILITIES

1.0 GENERAL

- 1.1 Contractor shall provide temporary facilities and controls as specified or as required for protection of the Work in accordance with applicable codes.
- 1.2 All temporary connections to utilities and services shall be acceptable to Owner and local authorities having jurisdiction thereof. OSHA Standards and Regulations shall apply if more restrictive.
- 1.3 Contractor shall note that if any part of the permanent building equipment (plumbing, heating, electrical) is used to provide temporary utilities, this shall not void or shorten the equipment guarantee provided by the Contractor and material and equipment supplier and as described in Contract Documents.

2.0 TEMPORARY WATER

- 2.1 The Contractor shall provide temporary water service for construction operations.

3.0 TEMPORARY SANITARY FACILITIES

- 3.1 Provide and maintain required sanitary facilities for work force.

4.0 CONSTRUCTION AIDS

- 4.1 Contractor shall furnish, maintain, and remove at completion, all temporary ladders, ramps, barricades, enclosures, fences, walks and like facilities, as required for proper execution of Work for all trades, except as otherwise specifically required under individual section.
- 4.2 All such apparatus, equipment, and construction shall meet all requirements of OSHA and other applicable state or local laws.
- 4.3 Contractor and each of their Subcontractors, for their own use, shall provide all scaffolding required for execution of their own work. Scaffolding shall not be built into walls of buildings.

5.0 WATER AND SNOW CONTROL

- 5.1 From commencement to final payment Contractor shall keep all parts of the Work free from accumulation of water, snow and ice for the protection of their Work. Protect the Work against weather damage.

6.0 TEMPORARY FIELD OFFICES

- 6.1 Contractor, at his/her option, shall provide and maintain a field office. Construction sheds, trailers and temporary offices provided by Contractor shall be maintained in good condition. Field office is not a pay item and if included at Contractor's option will be considered incidental to the project cost.

7.0 TEMPORARY LIGHT AND POWER

- 7.1 The Contractor shall provide electrical power during construction operations.

7.2 Contractor shall provide his own extension cords and lamps, if required, and shall also be responsible to see that these are furnished by or for each of his/her Subcontractors as they may be required.

7.3 Where service of characteristics, quality or locations other than described above may be required, each Contractor requiring same shall provide such additional service and necessary equipment at his/her own expense.

8.0 SHORING AND BRACING

8.1 The Contractor shall provide, install and maintain all shoring and bracing or other devices necessary to maintain all aprons, curbs, pavements, and existing structure, etc., at their present levels and in their present location and condition during construction. Demolish all such work after it is not needed and required and remove it from the premises.

END OF SECTION

SECTION 01 2100

SITE PREPARATION AND PROTECTION OF EXISTING FACILITIES

1.0 GENERAL

1.1 Description

- A. This work shall consist of the complete removal of all items called for in the plans and specifications or as otherwise implied in a safe and orderly manner creating as little disturbance as possible.
- B. All areas indicated for construction of any kind shall be cleared of any debris, undergrowth, weeds, stumps, roots, and marked trees which might interfere with the progress of that work. Unmarked trees or any plant material indicated to be saved by the Owner or Owner's Representative shall be given special protection as specified.

2.0 PRODUCTS (not applicable)

3.0 EXECUTION

3.1 Safety of Operations

- A. Work site safety is the Contractor's responsibility. During removal operations, proper signs and security fence shall be installed by the Contractor prior to commencing work. Barricades shall be used to warn and protect the public against hazards. If a street must be temporarily closed to traffic, it shall be the Contractor's obligation to make arrangements for permission from the governing agency prior to closing. After such approval is obtained, the Contractor shall notify the Owner, local law enforcement, and Fire Department of actual times and dates of closure.

3.2 Protection and restoration of Items to Remain.

- A. Locations and dimensions shown in the Drawings for existing facilities are in accordance with available information obtained without uncovering, measuring or other verification and are not guaranteed. The Contractor shall protect from damage private and public utilities encountered during the Work. The Contractor shall, before an excavation begins, call J.U.L.I.E. or Digger (depending on service location).
- B. Extreme care shall be utilized when removing any item adjacent to structures, utilities, paving, vegetation or any item not indicated for removal or relocation whether shown on the Drawings or not. These items shall be properly protected as required to keep them from damage or other disturbance of any kind during the course of work. Existing utilities shall be protected and maintained to prevent leakage, settlement or other damage. Damage to any of the above shall be repaired or replaced to former condition as required by the utility company or Owner at the Contractor's expense. Repair of damaged utility shall be completed within 24 hours of damage occurring.
- C. The Contractor shall, at no additional cost to the Owner, provide and install safeguards acceptable to the Owner to protect public and private property. During removal operations, proper signs and security fence shall be installed by the Contractor prior to commencing work. Barricades shall be used to warn and protect the public against hazards.

- 1. If a street must be temporarily closed to traffic, it shall be the Contractor's obligation to obtain permission from the governing agency prior to closing. After such approval is obtained, the

Contractor shall notify the Owner, local law enforcement, and Fire Department of actual times and dates of closure.

2. If public or private property is damaged or destroyed or its use interfered with by the Contractor, the Contractor's agents or the Contractor's employees, such interference shall be terminated and damaged or destroyed property repaired and restored immediately to its former condition by the Contractor at the Contractor's expense.
3. Should the Contractor refuse or not respond promptly to a written request to restore damaged or destroyed property to its original condition, the Owner may have such property restored by other means at the Contractor's expense.

3.3 Protection and Restoration of trees, shrubs, and plant material

- A. Trees, shrubs, plants, and other landscaping not designated for removal shall be left in place and protected from damage or injury during construction. The Contractor shall provide full and adequate protection against construction damage to all landscaping that is to remain.
- B. No traffic, storage of Equipment, vehicles or materials shall be allowed within the drip line of trees not designated for removal unless plans permit such activity. In addition, plans may indicate no-construction activity areas that are larger than the dripline (see plan notes).
- C. Root pruning shall occur on all tree roots larger than one inch, but less than two inches in diameter. Such roots shall be cleanly cut in place. Root pruning shall be done so as not to disturb remaining fibrous roots.
- D. Where excavation operations occur and where tree roots 2 inch or greater in diameter are discovered, the Contractor shall promptly notify the Owner's Representative, who will determine how these tree roots are to be handled.
- E. Promptly cover exposed roots and maintain moisture on them to keep them alive.
- F. Failure to promptly preserve the viability of roots on trees to be saved may result in the Owner making corrective action. Given the urgency needed in keeping desirable tree roots alive, the Owner may take such action following as little as twenty-four-hour notice to the Contractor. Reasonable costs for any and all such action by Owner may be charged to the Contractor and/or deducted from project monies due to the Contractor.

3.4 Plant Damage Compensation

- A. The Owner shall be reimbursed for trees or other plant material not ordered or designated to be removed but that are destroyed or irreparably damaged by Contractor operations as determined by the Owner's Representative. At a minimum, the Contractor shall reimburse Upland Design and/or other Owner consultant for time and materials expended related to tree damage (such as meetings, measuring, preparing reports and preparing change orders)
- B. Damage to tree trunks, branches and roots shall be reported to the owner's representatives immediately.
- C. The penalty for each incidence of trunk damage to trees shall be \$450.00. Use current value at time of bidding.
- D. The penalty for each incidence of branch or root damage shall be \$100.00 Use current value at time of bidding. per caliper inch.

- E. The penalty for compaction of soil by unauthorized vehicle travel on the grounds shall be \$.45 per square foot (Use current value at the time of bidding) of traveled area.
- F. Where the damaged tree is a heritage tree or landscape specimen, the reimbursement amount will be based on a benefit-based-valuation. This service is to be conducted by a certified arborist trained in tree appraisals that is approved by the Owner and the cost of the service will be borne solely by the contractor.
- G. The penalty for damage to a shrub shall be the removal and replacement cost as determined by at least two written quotes obtained by the Owner.

3.5 Removal Responsibility

- A. All debris, paving, equipment, fencing, trees, stumps, sod or soil to be cleared and removed from the project area shall be legally disposed of off site at the arrangement and expense of the Contractor. No materials will be stockpiled on site for future disposal; materials used for fill or topsoil may be stored on site. No excavation areas will be left in unsafe or unsightly conditions at day's end. The Contractor will be responsible for all transportation and disposal fees associated with this work. Burning of any materials on site is prohibited unless indicated otherwise on plans.

END OF SECTION

SECTION 01 7300

EXECUTION REQUIREMENTS

1.0 GENERAL

1.1 Summary

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. General installation of products.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. Correction of the Work.

2.0 PRODUCTS (Not Used)

3.0 EXECUTION

3.1 Examination

A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of storm sewer, and sanitary sewer.
2. Verify location of existing water lines, electric and private utilities.

B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of conditions.

3.2 Preparation

A. Field Measurements: Take field measurements as required to fit the Work properly. Re-check measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner's Representative. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 Construction Layout

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Owner promptly.
- B. General: Lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated.
 - 3. Inform installers of the lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Owner when deviations from required lines and levels exceed allowable tolerances.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures. Transfer survey markings and elevations for use with control lines and levels. Level foundations from two or more locations.

3.4 Field Engineering

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

3.5 Installation

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- E. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 Progress Cleaning

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80° F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 Protection of Installed Construction

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.8 Correction of the Work

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

3.9 Substantial Completion

- A. Contractor shall inform Owner/Owner's Rep when they feel Substantial completion has been reached. The Owner/Owner's Rep shall review work with the Contractor and approve or require further correction of the work.

END OF SECTION

SECTION 01 7700
PROJECT CLOSEOUT

1.0 CLEANING UP

- 1.1 Contractors shall, prior to punch list preparation, remove trash and debris and clean all walks, drives and parking areas.
- 1.2 Upon completion of work, Contractor shall remove all temporary structures, fences, surplus materials, and rubbish of every kind from site and dispose of legally, except in cases where permits require silt fences to remain.
- 1.3 If Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in the General Conditions.

2.0 AS-BUILT DRAWINGS/SPECIFICATIONS

- 2.1 Contractor shall maintain one set of Drawings and one set of bound specifications on which he/she shall record every deviation that is made from original drawings and specifications at the time the change is made.
- 2.2 Contractor shall keep a neat and complete record of exact manner in which all work is installed. Dimensions shall be included to accurately locate items that will be concealed and which may later be necessary to locate for service.
- 2.3 This record set of drawings and specifications shall be kept by Contractor at the job site for inspection by the Owner and the Owner's Representative.
- 2.4 At completion of the Work, Contractor shall arrange above records in order properly indexed and certify by endorsement thereof that each of the revised drawings and specifications is complete and accurate.
- 2.5 Before final payment is made, the Contractor shall deliver the annotated as-built drawings and specifications to the Owner's Representative. The as-built drawings and specifications created by the Contractor at all times remain the property of the Owner.
- 2.6 No review or receipt of such records by the Owner or the Owner's Representative of any deviation from the Contract Documents does in any way relive the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents
- 2.7 Where indicated on the Drawings, as-built drawings shall be a topographic survey that is prepared and sealed by an Illinois licensed surveyor. See Drawings for additional requirements. Items 2.1 through 2.6 above shall also apply.

3.0 PUNCH LIST

3.1 Upland Design Ltd. and the Owner shall make a final inspection of work after Contractor notifies the Owner that work is substantially complete. The Contractor will be notified in writing of incomplete and/or unaccepted items in a written punch list. These items, if any, are to be corrected or completed before final acceptance is granted by Owner. Failure of the Owner's Representative to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Following Contractor completion of all punch list work, Owner shall provide a written notice of final acceptance to Contractor.

4.0 MAINTENANCE AND OPERATION INSTRUCTION

4.1 Prior to final payment, Contractor shall arrange all technical instruction of Owner's maintenance personnel, either by his/her own or the equipment manufacturer's personnel.

5.0 GUARANTEES

5.1 The Contractor shall guarantee all workmanship and materials, including plant material for a period of one (1) year from the date of the final acceptance letter, except where certain guarantees are otherwise specified in writing to be longer than one year.

5.2 At the completions of the work, all such guarantees covering material, workmanship, maintenance, etc., as specified, shall be procured by the Contractor from the various suppliers and subcontractors, and forwarded to the Owner, together with a letter, addressed to the Owner, giving a summary of guarantees attached stating, the character of work, name of the Contractor, name of the material or equipment supplier, period of guarantee and condition of guarantee. This shall be done within fifteen (15) days of the punch list date.

5.3 Neither the final payment nor termination of the guarantee period, nor any provision in the Contract Documents, shall relieve the Contractor of the responsibility for negligence, faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy any defects, and shall pay all expenses for damage to other work resulting from that defect.

5.4 If the drawings and/or specifications provide for methods of construction and installation, or materials which cannot be guaranteed by the Contractor for the indicated period, the Contractor shall so inform the Owner in writing prior to submitting a bid. Otherwise the Contractor shall guarantee all methods of construction and installation, and materials for the indicated period of time.

END OF SECTION

SECTION 31 2000

EARTHWORK

1.0 GENERAL

1.1 Description

- A. The work consists of all work as called for by plans and/or proposal form and may include the following: rough and finish grading to approved grade stakes; excavation of organic or unstable soils; excavation of debris and rocks; excavation, stockpiling and redistribution of topsoil; placement of sand or gravel base; placing and grading supplemental topsoil; and all other grading and excavation operations. Unless otherwise called for in the plans and specifications, work shall conform to all applicable Soil Erosion and Sedimentation Control Regulations as enacted in the County, City/Village, Soil and Water Conservation District, etc. having jurisdiction over the project location.

1.2 Submittals

- A. Contractor shall submit samples and information to the Owner's Representative on the location of the source for any proposed materials to be brought on site. Source shall be subject to approval before use.

2.0 PRODUCTS

2.1 Fill Materials

- A. Fill and backfill materials shall be clean, porous, granular materials free of clay, rock or gravel larger than two inches (2") in any dimension, debris, frozen material, vegetation or other deleterious matter. Contractor shall be permitted to use material excavated as part of this project as backfill material provided that excavated material meets all other requirements herein and is free of trash and other debris. Sod shall not be used for fill.
- B. Fill material must be approved by the Owner's Representative before being placed. When suitable materials are not available from the excavation they shall be provided by the Contractor from off-site sources.

2.2 Topsoil

- A. Topsoil is defined as follows: all topsoil shall be fertile, friable natural topsoil, typical for this locality. It shall not contain a mixture of subsoil or slag and shall be free of lumps, stones, plants or roots, stalks or other extraneous matter and shall not be used while in a frozen or muddy condition. Topsoil shall have an acidity range of pH 5.5 to pH 7.5 and shall contain not less than five percent nor more than twenty percent organic matter as determined by loss on ignition of moisture free sample dried at 100 degrees centigrade. Topsoil shall be classifiable as loam, silt loam, silty clay loam, or sandy clay loam, as determined from the Natural Resources Conservation Service - USDA triangular soil texture chart. Topsoil shall be used in the upper six inches (6") of all seeded areas.

2.3 Base Material

- A. Base materials shall conform to specified detail and shall be properly graded mixture of natural or crushed gravel, crushed stone, or natural processed sand that will readily compact to the required density and remain in that condition.

3.0 EXECUTION

3.1 Layout

- A. The corners of the designated areas, including separate paving, surfacing, and lawn, shall be determined by careful survey according to plans and details. Stakes shall be set indicating the exact position of these corners and the final elevation of the indicated area.
- B. Before any excavation or filling operation begins, approval of the location and the proposed elevation must be obtained from the Owner's Representative. If existing conditions are at variance with the drawings, the Owner's Representative shall be notified before proceeding with the work and adjustments made only as directed.
- C. Back-filling shall be done only after the Owner's Representative has inspected and approved sub-grade. Notice that the work is ready for inspection shall be given promptly, and 48 hours minimum shall be allowed for making necessary examinations. Failure to comply may require excavation to previous grade and the performance of back-filling operations again at no additional cost to the Owner.

3.2 Stripping Topsoil

- A. Prior to the stripping of topsoil, all areas within the grading limits containing existing debris shall be cleaned sufficiently to permit easy use of the topsoil free of unmanageable debris. Topsoil in areas that are to be graded shall be stripped to the depth designated and stockpiled in an area approved by the Owner's Representative. This is the first supply of topsoil to be used for spreading over disturbed or graded areas. The site shall be excavated to provide a sub-grade which shall be shaped to true and even lines so as to assure a uniform thickness of the base course or other surfacing installation. Excess material and debris generated from this work shall be hauled from the site at the Contractor's expense.

3.3 Unsatisfactory Materials

- A. Unsuitable materials or unstable bearing soil for structures and pavements shall be excavated to stable soil and replaced with an approved sand, gravel or soil and compacted as specified.

3.4 Excavation for Structures

- A. Excavation for all structures, paving, and site improvements shall be to the tolerances specified and shall extend sufficient distances from footing and foundations to permit placing and removal of forms, installation of services, and other construction operations and inspections.

3.5 Dewatering

- A. Site is to be maintained in dry condition in excavations and areas to be filled. Fill, topsoil, or sub-base shall not be placed in water or excessively damp conditions. It is the Contractor's responsibility to remove water and maintain dry conditions.

3.6 Placing Fill

- A. During grading and filling operations, all fill shall be placed in five inches (5"), or less layers and compacted by operating heavy track, or rubber tired equipment over it or with compaction equipment. Fill and backfill shall be so

placed as to cause minimum disturbance to underlying soils. Material shall have the correct moisture content. Wet soil shall be disked or otherwise scarified to allow each layer to dry.

- B. Holes, pits and removed footings shall be filled and compacted to within six inches (6") of the surrounding grade with approved clean fill and then topped with six inches (6") compacted topsoil. Filling holes shall be considered incidental to the Contract.

3.7 Compaction

- A. Fill and sub-base material shall be compacted to not less than the 95% ASTM D1557 or Proctor Density. Compaction of topsoil in lawn areas shall be 85% of proctor density.

3.8 Grade Tolerance

- A. All earthwork shall be within one-half inch (1/2" or 0.042') of the elevations called for on the plans. All pavement grading shall be within one quarter inch (1/4" or 0.021') of the elevations called for in the plans. All grading shall drain uniformly to designated low points and all changes in elevation and transition areas shall be with gentle, rounded gradients. The grade tolerance allowed shall not create a situation where a walk or area becomes inaccessible per the Americans with Disabilities Act. If this occurs the work shall be removed at the cost of the Contractor and reinstalled to meet current ADA standards.

END OF SECTION

SECTION 32 1216 **ASPHALT PAVING**

1.0 GENERAL

1.1 Description

- A. This work consists of providing all labor, material, tools and equipment necessary to construct new asphalt paths, parking lots, and/or roadways as shown on the plans.

1.2 Code and Regulations

- A. Materials and methods used in the fulfillment of this Contract shall conform to the State of Illinois Standard Specifications for Road and Bridge Construction, hereby referred to as "State Specifications", latest edition, and all supplemental specifications and provisions adopted prior to the date of the Invitation to Bid for this project.

1.3 Submittals

- A. Provide product data for each product specified
- B. Job-Mix Designs: For each job mix proposed.
 - 1. Job-mix design documentation shall include the amount of RAP material, by percentage of total mix, to be utilized.
 - 2. Job-mix design documentation shall clearly indicate source/origin of RAP material.
- C. Qualification Data: For IDOT qualified manufacturer.
- D. Material Certificates: For each paving material, from manufacturer
- E. Material Test Reports: For each paving material and mix.

2.0 MATERIALS

2.1 Crushed Aggregate Base

- A. CA-6 crushed aggregate, Class B, shall be placed, to a compacted depth as indicated on plans, as a base course. The aggregate shall be thoroughly dry, unyielding and free of screening and dirt before proceeding with priming and paving, in accordance with material and placement standards of Section 301 of the State Specifications.

2.2 Prime Coat

- A. The prime course shall consist of cutback asphalt MC-30 in conformance with Section 406 of the IDOT Specifications. Bituminous prime coat shall be applied with the application rate being a minimum of 0.30 gallons per square yard. Priming shall be applied through the use of a pressurized distributor vehicle or hand sprayer, at a rate of 0.2 to 0.5 gallons per square yard. Excess prime showing on the surface after the curing period, shall be blotted with sand prior to placement of the asphalt. All work and materials shall conform to applicable provisions of Section 406 of the IDOT Standard Specifications.

2.3 Asphalt Binder Course

- A. The asphalt binder course shall be HMA Binder Course Mix, IL19.0, N50, conforming the IDOT Standard Specifications. All work and materials shall be performed in accordance with applicable provisions of the IDOT Standard Specifications. The minimum thickness of the completed bituminous binder course shall be as noted on plans measured at any point on the pavement surface.

2.4 Asphalt Surface Course

- A. The asphalt surface course shall be HMA Surface Course Mix IL9.5, N50, constructed on previously placed bituminous binder course or compacted base, per plans. The minimum thickness of the finished bituminous surface course shall be as noted on plans measured at any point of the pavement surface per appropriate detail. The work and materials shall conform to applicable provisions of the IDOT Standard Specifications Section 406
 - 1. The bituminous material used in the surface mixture shall be asphaltic cement grade 85-100 or 120-150 as approved by the Owner's Representative.
- B. The finished surface shall be true, uniform in texture, free from ruts, depressions, cracks, tears and checks, in conformance with Section 406 of the State Specifications. When tested, water should not stand or pool twenty-four hours after flooding

3.0 EXECUTION

3.1 Field Conditions

- A. Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met.

3.2 Methods

- A. Construction methods shall follow specifications described herein.

3.3 Protection of Vegetation

- A. Protection of existing vegetation shall conform with Specification 01 2100 as contained in this Specifications document. Protected vegetation shall include all trees, shrubs, plants or other vegetation within or adjacent to the construction area.
- B. At no time shall any material or equipment be stored, nor any construction activity take place within the drip line of any tree, within or adjacent to the construction area, without the written approval of the Owner/Owner's representative.

3.4 Restoration

- A. The Contractor shall be responsible for the restoration of adjacent turf or planting areas disturbed or damaged through the fulfillment of this Contract.
- B. Disturbed areas shall be restored by the placement of pulverized topsoil raked smooth and level with the finished pavement surface, free of any stones or debris. Seeding shall be as per landscape specification.

END OF SECTION

SECTION 32 1540
CRUSHED STONE SURFACING

1.0 GENERAL

1.1 Description

- A. Crushed stone surfacing shall consist of providing all labor, materials, tools, and equipment necessary to install the compacted fine aggregate on a prepared aggregate base course to the specified thickness as called for in the plans and details.
- B. All work, which is without a specification herein, shall be performed in accordance with the Standard Specifications for Road and Bridge Construction, latest edition adopted by the Illinois Department of Transportation.

1.2 Incorporated Specifications

- A. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision.

Specific attention is drawn to the following sections:

Section 1003 Fine Aggregates

Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

- B. Exceptions: All references in the Illinois Department of Transportation Standard Specifications to method of measurements and compensation shall not apply.

1.3 Submittals

- A. Gradation: Submit for approval aggregate gradation proposed for use.
- B. One copy of the delivery ticket shall be furnished to the Owner's Representative at the time the truck arrives at the job site.

2.0 MATERIALS

2.1 Fine Aggregate

- A. Fine aggregate shall be composed of clean, hard durable particles of natural screenings resulting from the crushing of rock, stone or gravel and shall be free of clay, silt or other objectionable material. The material shall meet the gradation requirements for gradation FA-5 as specified in 1003.01 of the Standard Specifications.

2.2 Edging

- A. Edging material shall be Duraedge steel edging with black finish or equal. Size as noted on detail.

3.0 EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

- A. The screening area shall have clearly defined smooth edges and limestone shall not contaminate adjacent areas. Limestone screenings shall be placed to a uniform depth as indicated on the plans and compact to 98% Standard Proctor Density. Thickness determinations shall be made at such points as the Engineer may select. When the constructed thickness is less than 90 percent of the thickness shown on the plans, aggregate shall be added to obtain the required thickness.
- B. The equipment used shall be such that the required amount of material will be deposited uniformly along the center of the pathway. The material which has been deposited shall be spread immediately to the plan cross-section. Hauling shall be routed over the spread material so it will cover the entire width of surface. If equipment used in the hauling operations causes ruts extending through the spread material and into the subbase, and the subbase material is being mixed with the surfacing material, the equipment shall be removed from the work or the rutting otherwise prevented as directed by the Engineer. The Contractor shall keep the surface smooth by dragging or blading as many times each day as the Engineer may direct. Holes, waves, and undulations which develop and which are not filled by blading shall be filled by adding more material.

END OF SECTION

SECTION 32 1723
PAINTED PAVEMENT MARKINGS

1.0 GENERAL

1.1 Description

A. This work shall consist of furnishing all labor, materials, tools, and equipment necessary for surface preparation and application of painted pavement markings per the plan, including clean-up and restoration of the location.

1.2 References

A. Work under this section shall be performed in accordance with Sections 703, 780 and 1095 of the "Standard Specification for Road and Bridge Construction", latest edition, as adopted by the State of Illinois Department of Transportation (IDOT), except as herein modified, and the Manual of Uniform Traffic Control Devices (MUTCD).

1.3 Submittals

A. The contractor shall submit to the Owner/Owner's Rep a certificate from the supplier indicating compliance with Article 1095.02 of the "Standard Specification for Road and Bridge Construction", latest edition, as adopted by the State of Illinois Department of Transportation (IDOT), except as herein modified.

2.0 MATERIALS

2.1 Paint

A. Paint materials shall meet the requirements of Article 1095.02 of the "Standard Specification for Road and Bridge Construction", latest edition, as adopted by the State of Illinois Department of Transportation (IDOT), except as herein modified.

3.0 EXECUTION

3.1 Paint Pavement Markings

A. Work under this item shall be performed in accordance with Articles 780.01, 780.02, 780.03, 780.04, and 780.06 of the "Standard Specification for Road and Bridge Construction", latest edition, as adopted by the State of Illinois Department of Transportation (IDOT), except as herein modified.

1. Do not apply paint pavement markings until the layout and placement has been approved by the Owner/Owner's Rep.
2. The paint shall be applied with mechanical equipment to produce uniform straight line edges.
3. Rate of application shall be as per manufacturer's recommended rate, but in no case shall the rate of application be less than that specified in Article 780.06 of the "Standard Specification for Road and Bridge Construction", latest edition, as adopted by the State of Illinois Department of Transportation (IDOT), except as herein modified.

END OF SECTION 32 1723

AGREEMENT
Kendall County Forest Preserve District
Fox River Bluffs

THIS AGREEMENT is made this ____ day of _____, 2021, by and between _____ hereinafter called the "Contractor" and Kendall County Forest Preserve District hereinafter called the "Owner".

Witness that the Contractor and Owner, for the consideration stated herein, agree as follows:

- I. Incorporation: This Agreement includes and incorporates by reference herein all terms and conditions set forth in the following documents:
- 1) The Contract Documents dated August 9, 2022, as amended
 - 2) Bid Proposal and Contract Compliance submitted by the Contractor and opened August 9, 2022 at 1:00PM
 - 3) Contractor bonds and proof of insurance as stipulated in the Contract Documents; and
 - 4) All other official attachments, or addenda that are attached

All of the above-referenced documents are hereinafter collectively referred to as "Agreement". In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedent shall be: first this Agreement, then the Invitation for Bid, as amended, then the General Conditions, as amended, then Addenda, then the Plans and Specifications per hierarchy in the plan notes for Fox River Bluffs, then Bid Proposal, then Contractor bonds and proof of insurance and then all other official attachments.

- II. Contractor shall furnish all the materials, equipment, superintendence, labor, transportation, and shall construct and finish in a workmanlike manner to the satisfaction and acceptance of Upland Design Ltd, hereinafter called the Landscape Architect, and the Owner, and perform this Agreement in accordance with the Contract Documents and all applicable laws, codes, regulations and other requirements, including, but not limited to, safety standards.

Contractor shall include Alternate Items as follows:

- III. The Owner shall pay the Contractor for performance of this Agreement, subject to the additions and deductions as provided in the Contract Documents, the amount of \$_____, (_____). The Contractor shall complete the above listed

projects by _____ or be subject to the liquidated damages terms described in the Specifications.

- IV. Whenever the Contractor prosecutes or fails to prosecute their work in such manner as to hinder or delay the completion of the work, the Owner may, after seven (7) days written notice to the Contractor within such period, order such work as is necessary to be done by another contractor or contractors not necessarily holding a contract for such work on the project. In such event, the Owner may charge the Contractor for such work as may be performed. Nothing in this paragraph shall be deemed to be waiver of any other remedies, which may be available to the Owner in the event of default surrender.
- V. Certification. Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Contractor further certifies by signing the Agreement that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Contractor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- VI. Conflict of Interest. Both parties affirm that no officer or elected official of the Owner has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any officer or elected official of the Owner does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- VII. Prevailing Wage. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontract has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this Agreement must comply with all

requirements of the Act, including, but not limited to, all wage requirements, certified payroll, and notice and record keeping duties

- VIII. Drug Free Workplace. Contractor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- IX. Public Construction Bond. As the total cost of the public work to be performed by Contractor pursuant to this Agreement exceeds \$50,000.00, Contractor must furnish, supply and deliver a payment bond to the Owner pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq.
- X. Employment of Illinois Workers on Public Works Act. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Illinois Workers Act”), the Contractor, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this project in accordance with the Illinois Workers Act. The Contractor understands that the Illinois Workers Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. The Contractor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
- XI. Material Safety Data Sheets. When applicable, the Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq. and 820 ILCS 225/0.1 et seq.
- XII. Compliance With State and Federal Laws. Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- XIII. Force Majeure. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the

intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

- XIV. Waiver of Lien. Contractor hereby waives any claim of lien against the Owner's premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and subcontractors. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to the Owner a final waiver of lien for all subcontractors and suppliers.
- XV. Remedies. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Owner is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Owner is required to use the services of an attorney, then Owner shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Owner pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- XVI. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Owner, Attention: _____ [INSERT NOTICE PERSON AND ADDRESS], _____ fax _____ with copy sent to: Upland Design Ltd. And, in the case of Contractor, to: _____.
- XVII. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- XVIII. Authority to Execute Agreement. Owner and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- XIX. Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois.

DRAFT – Sample agreement for signature following contract award

- XX. Waiver. Owner and/or the Contractor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- XXI. Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- XXII. Entire Agreement. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

IN WITNESS THEREOF, This Agreement has been duly made by the parties on the day and year first above written and signed this day _____ of _____, 2022.

Kendall County Forest Preserve District

(OWNER)
110 W. MADISON STREET
YORKVILLE, IL 60560

(Contractor)
Address
Address

DRAFT
(Signature)

DRAFT
(Signature)

(Title)

(Title)

ATTESTED BY:

ATTESTED BY:

DRAFT
(Signature)

DRAFT
(Signature)

(Title)

(Title)

To: Kendall County Forest Preserve District Finance Committee
 From: David Gurtz, Executive Director
 RE: KCFPD Capital Funds - Cash Flow Analysis FY21-FY23
 Date: 12-Jul-22

	(1) Fund 1901 Transfer fm 2007 Bond Proceeds	(2) Fund 1905 OSLAD	(3) Fund 1906 Improvement Fund	(4) Fund 1907 Capital Fund	(5) Fund 1908 FRB RTP Grant	(6) Fund 1909 FRB Cropland Conv.	(7) Fund 1910 Land Cash	(8) Fund 1912 2021 Bond Proceeds	(9) Fund 1913 Pickertill IDNR PARC	(10) Fund 1914 ARPA	Total Capital End. Bal.
Beginning Balance FY21	606,288	(133,172)	379,145	-	-	(39,313)	-	-	-	-	-
REVENUES	19		57	105				135			
41350 Interest Income				17,850							
42490 Other - IPMIG Reimbursement				158,250			3,000				
42970 Grant Award - OSLAD		158,250									
42970 Grant Award - IDNR Habitat						30,000					
42970 Grant Award - ICECF											
43430 Grant Award - Morton Arboretum											
43770 Grant Award - ICECF K-12 Pollinator											
43780 Grant Award - ICECF Pilot Pollinator											
43790 Bond Proceeds								1,242,979			
Transfers In											
40300 Transfer from Bond Proceeds 1901				393,698		54,313					
40340 Transfer from FRB Cropland Conv. 1909				30,000							
40350 Transfer from Project Improv. 1906				164,116							
40370 Transfer from OSLAD Fund 1905							52,700				
40380 Transfer from FP Capital 1907											
40390 Transfer in from KC ARPA Fund										30,000	
42910 Transfer from Land Cash - Treasurer					30,300		157,514		1,111,895		
43800 Transfer from 2021 Bond Proceeds 1912											
	19	316,500	57	764,019	30,300	84,313	213,214	1,243,114	1,111,895	30,000	
EXPENDITURES											
51390 FT Salaries/Benefits				2,420							
62160 Equipment Contingency											
66500 Other Expenditures						15,000					
66500 Project Fund Expense											
68500 Millbrook Bridge Removal				34,862							
68500 Pickertill Estate House Roof				336,405							
68510 ICECF K-12 Pollinator				11,969							
68520 ICECF Pilot Pollinator				9,176							
68520 ICECF Pilot Pollinator				7,965							
68530 Land Acquisition				12,286			8,000				
68610 Morton Arboretum Landscape											
70040 Supplies			985								
70050 Contractual Services			24,093								
70060 Consultants									17,027		
70330 Construction									32,759		
70650 Professional Services											
Transfers Out											
61300/61400/61420 Transfer to Capital 1907	393,698										
61340 Transfer to Operating 1900	46										
61360 Transfer to OSLAD 1905	158,250		164,116			30,000					
61370 Transfer to FRB RTP Project 1908			215,086								
61410 Transfer to Cropland Conv. 1909								30,300			
61430 Transfer to Land Cash 1910	54,313										
61440 Transfer to Pickertill IDNR-PARC 1913				52,700							
	606,307	183,328	379,202	467,783	-	45,000	8,000	1,142,195	49,785	21,544	
Ending Balance FY21	0	-	0	296,236	30,300	0	205,214	100,919	1,062,110	8,456	1,703,235

To: Kendall County Forest Preserve District Finance Committee
 From: David Guritz, Executive Director
 RE: KCFPD Capital Funds - Cash Flow Analysis FY21-FY23
 Date: 12-Jul-22

	(1) Fund 1901 Transfer fm 2007 Bond Proceeds	(2) Fund 1905 OSLAD	(3) Fund 1906 Improvement Fund	(4) Fund 1907 Capital Fund	(5) Fund 1908 FRB RTP Grant	(6) Fund 1909 FRB Cropland Conv.	(7) Fund 1910 Land Cash	(8) Fund 1912 2021 Bond Proceeds	(9) Fund 1913 Pickerrill IDNR PARC	(10) Fund 1914 ARPA	Total Capital End. Bal.
Beginning Balance FY22	0	0	0	296,236	30,300	0	205,214	100,919	1,062,110	8,456	
REVENUES											
41350 Interest Income											
42490 Other - IPMG Reimbursement				5,000							
43430 Grant Award - Morton Arboretum Landscape				50,000			50		200		
43740 Grant Award - ICECF Reservation Woods				10,000			124,271				
43770 Grant Award - ICECF K-12 Pollinator				11,000							
43780 Grant Award - ICECF Pilot Pollinator Meadows				10,000							
42370 Grant Award - IDNR PARC											
40370 From OSLAD 1905					143,023						
40380 From Fund 1907											
40390 Transfer in from KC ARPA Fund					52,700					100,000	
42910 From Land Cash 1910					100,921						
40400 From Bond Proceeds 1912											
From Pickerrill IDNR 1913											
				86,000	296,644	-	124,321	2	200	100,000	
EXPENDITURES											
51160 PT Salaries											
51390/61160/65050/59600 FT Salaries/Benefits											
62160 Equipment Contingency				57,791							
67410 Land Acquisition											
68500 Pickerrill Estate House				82,121							
68610 Morton - LRS Restoration				37,714			135,117				
66500/68500 Capital Projects Contingency				45,762							
68500/10/20 ICECF Grant Expenditures				15,825							
68530 Preserve Improvements											
70330 Construction											
70650 Professional Services					296,644				1,034,970	42,310	
7xxxx Trails FRB - Hoover					30,300				27,340		
61340 Transfer to Operating 1900											
61370 Transfer to FRB RTP 1908											
61420 Transfer to Capital 1907											
				143,023			52,700	100,921			
Transfers Out											
				382,236	326,944	-	187,817	100,921	1,062,310	108,456	
Ending Balance FY22	0	0	0	0	(0)	0	141,719	0	(0)	(0)	141,719

To: Kendall County Forest Preserve District Finance Committee
 From: David Guritz, Executive Director
 RE: KCFPD Capital Funds - Cash Flow Analysis FY21-FY23
 Date: 12-Jul-22

	(1) Fund 1901 Transfer fm 2007 Bond Proceeds	(2) Fund 1905 OSLAD	(3) Fund 1906 Improvement Fund	(4) Fund 1907 Capital Fund	(5) Fund 1908 FRB RTP Grant	(6) Fund 1909 FRB Cropland Conv.	(7) Fund 1910 Land Cash	(8) Fund 1912 2021 Bond Proceeds	(9) Fund 1913 Pickert IDNR PARC	(10) Fund 1914 ARPA	Total Capital End. Bal.
Beginning Balance FY23	0	-	0	0	0	(0)	141,719	0	0	(0)	(0)

REVENUES	177,100										
4xxx Grant Award - IDNR 2018 RTP											
4xxx Grant Award - IDNR PARC											
40380 From Capital 1907											
From IDNR PARC 1913											
From 2021 Bond Proceeds 1912											
40390 From KC ARPA Fund											
42910 From Land Cash 1910											
From FRB RTP 1908	177,100			177,100	177,100	-	-	-	828,200	100,000	
51390/61160/63060/63060 FT Salaries/Benefits											
70040 Capital Project Contingency											
RTP Trail Construction											
7xxx Trails - RT 71											
61370 To FRB RTP 1908											
61420 To Capital 1907											
61440 To Pickert IDNR 1913											
Ending Balance FY23	0	-	0	0	0	(0)	141,719	0	828,200	(0)	969,919

Notes for highlighted cells:
 1. The \$52,700 Land Cash Fund transfer currently scheduled for transfer back to Fund 1907 will be rescheduled to FY22, with direct transfer to Fund 1908.
 2. The remaining Fund 1912 Series 2021 Bond proceeds totaling \$100,921 will be rescheduled for transfer into Fund 1907 in FY22.
 3. A fund transfer from Capital Fund 1907 to Fund 1908 is needed to cover the anticipated cost for completion of the Fox River Bluffs Forest Preserve public access project.
 4. Reimbursement of RTP grant funds totaling \$177,100 will be scheduled for transfer back to Fund 1907 in the FY23 budget.

UNOBLIGATED CAPITAL FUNDING CONTINGENCY	177,100	UNOBLIGATED LAND CASH FUNDING	141,719	REVOLVING GRANT FUND BALANCE	828,200	ARPA UNOBLIGATED CAPITAL FUNDING	72,310
							969,919

**KENDALL COUNTY FOREST PRESERVE DISTRICT
KENDALL COUNTY, ILLINOIS**

RESOLUTION NO. 22-07-001

**A RESOLUTION APPROVING THE GENERAL TERMS AND CONDITIONS
FOR THE LEASE OF KENDALL COUNTY FOREST PRESERVE DISTRICT
FACILITIES AND USE PERMITS INCLUDING EXTENDING AUTHORITY TO
DISTRICT STAFF TO APPROVE FACILITY RENTAL AGREEMENTS**

WHEREAS, the Kendall County Forest Preserve District (hereinafter the "District") is a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. as amended (hereinafter the "Act"); and

WHEREAS, the mission of the District is to acquire and hold lands containing natural forests, and lands capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within Kendall County for the education, pleasure, and recreation of the public; and

WHEREAS, the District has constructed certain day use, special event, and overnight facilities and campgrounds available for reservation and use by the general public, businesses, and not-for-profit entities for private events by applying for and securing a permit under the terms of the District's General Use Ordinance #02-01; and

WHEREAS, the Board of Commissioners of the District has determined that it is both desirable and necessary to establish general terms and conditions for the lease of District facilities.

NOW THEREFORE, BE IT RESOLVED that the Kendall County Forest Preserve District Board of Commissioners hereby approves the "General Terms and Conditions" for the use of District shelters, bunkhouses, family and group campsites, and event venues (Meadowhawk Lodge and Ellis House and Equestrian Center) as provided herein as attached Exhibit "A", effective September 1, 2022.

The Board of Commissioners hereby authorizes and directs the Executive Director of the District and/or his designee(s) to integrate the General Terms and Conditions into the District's facility rental contracts and permitting, including extension of the authority necessary to execute all facility rental permits in on behalf of the Kendall County Forest Preserve District in accordance with the District's General Use Ordinance.

Approved and adopted by the Kendall County Forest Preserve District Board of Commissioners this 16TH day of August, 2022.

Approved:

Judy Gilmour, President

Attest:

Elizabeth Flowers, Secretary

RESOLUTION NO. 22-07-001

EXHIBIT A

FACILITY LICENSE AND PERMIT GENERAL TERMS AND CONDITIONS

- 1) MEADOWHAWK LODGE
- 2) ELLIS HOUSE
- 3) SHELTERS
- 4) BUNKHOUSES
- 5) CAMPSITES
- 6) HORSE ARENA

KENDALL COUNTY FOREST PRESERVE DISTRICT FACILITY RENTAL TERMS AND CONDITIONS

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

**2. Fee and Security Deposit:
Meadowhawk Lodge:**

A security deposit shall be made prior to, or shall accompany the return of the signed contract to the Forest Preserve. For wedding events, the security deposit is \$950.00. For all other events, security deposit is 50% of the rental fee. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District.

The total event license fee (separate and apart from the security deposit) is dependent on the type of facility reserved and the length of time facility is reserved. Payment of one hundred percent (100%) of the event license fee is due thirty (30) days prior to the Event Date, or at the time of booking if less than thirty (30) days prior to the event date. Requests for a change to the Event date made earlier than six (6) months prior to the original event date may be accommodated based on venue availability without penalty. If the Licensee cancels the event following the date that the Forest Preserve and Licensee enter into this License, and inclusive of the timeframe beginning on the date both parties enter this License and extending up to sixty (60) days prior to the Event Date, the Forest Preserve will retain 50% of the security deposit paid. In cases where the Licensee's cancellation notice is received less than sixty (60) days prior to the Event Date, the Forest Preserve will retain the entire security deposit paid.

The District allows a one-time rescheduling of any reservation with the paid security deposit and rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event. There will be a \$25.00 rescheduling fee applied.

The Security Deposit will be refunded within thirty (30) business days following the event provided the Forest Preserve does not need to address property damage, excessive cleaning, or any outstanding balance due.

3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for rentals that are for an incorporated business entity, not-for-profit organization, or government agency.

A Certificate of Insurance or Special Event Insurance Certificate listing the District as a Certificate Holder must be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560.

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The District shall raise the minimum liability requirement based on the nature, scope, and exposure associated with an event, on a case by case basis.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it,

Waiver of Subrogation

Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity at least five days before Renter commences activities. Verification of Coverage: Licensee shall furnish Forest Preserve with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Forest Preserve before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Forest Preserve's obligation to provide them. Forest Preserve

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Forest Preserve reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

8. "As is" Property:

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

9. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

10. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

11. Horses:

Horses are permitted only on designated trails within Forest Preserve property.

12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

13. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

14. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

15. Fires:

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

16. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval

is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

17. Pets:

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

18. Hunting and Fishing:

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.

19. Decorations:

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

20. Inflatables and Tents:

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

21. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

22. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

23. Limitation on Liability:

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

24. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

26. Anti-Discrimination Compliance:

Licensee, their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

27. Conflict of Interest:

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

28. Assignment:

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

29. No Joint Venture:

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

30. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

31. Venue: This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

32. Legal Remedies: In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

33. Severability:

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

34. Waiver:

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

35. Notice:

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

36. Entire Agreement:

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

37. Authority:

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

By: _____

Date: _____

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FACILITY RENTAL TERMS AND CONDITIONS**

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

2. Fee and Security Deposit:

Ellis House:

A security deposit shall be made prior to, or shall accompany the return of the signed contract to the Forest Preserve. For wedding events, the security deposit is \$1,000.00. For all other events, security deposit is 50% of the rental fee. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District.

The total event license fee (separate and apart from the security deposit) is dependent on the type of facility reserved and the length of time facility is reserved. Payment of fifty percent (50%) of the event license fee is due six (6) months prior to the Event Date, or at the time of booking if less than (6) months prior to the event date, with the remaining balance due thirty (30) days prior to the event. Requests for a change to the Event date made earlier than six (6) months prior to the original event date may be accommodated based on venue availability without penalty. If the Licensee cancels the event following the date that the Forest Preserve and Licensee enter into this License, and inclusive of the timeframe beginning on the date both parties enter this License and extending up to six (6) months prior to the Event Date, the Forest Preserve will retain one hundred percent (100%) of the Licensee security deposit. In cases where the Licensee's cancellation notice is received less than six (6) months prior to the Event Date, the Forest Preserve will retain the entire security deposit, plus fifty percent (50%) of the event license fee. The Security Deposit will be refunded within thirty (30) business days following the event provided the Forest Preserve does not need to address property damage, excessive cleaning, or any outstanding balance due.

3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for

any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for rentals that are for an incorporated business entity, not-for-profit organization, or government agency.

A Certificate of Insurance or Special Event Insurance Certificate listing the District as a Certificate Holder must be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560.

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The District shall raise the minimum liability requirement based on the nature, scope, and exposure associated with an event, on a case by case basis.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided

in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it,

Waiver of Subrogation

Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity at least five days before Renter commences activities. Verification of Coverage: Licensee shall furnish Forest Preserve with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Forest Preserve before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Forest Preserve's obligation to provide them. Forest Preserve reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Forest Preserve reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

8. "As is" Property:

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

9. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

10. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

11. Horses:

Horses are permitted only on designated trails within Forest Preserve property.

12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

13. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

14. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

15. Fires:

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

16. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

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Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

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Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.

19. Decorations:

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

20. Inflatables and Tents:

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

21. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

22. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

23. Limitation on Liability:

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

24. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

26. Anti-Discrimination Compliance:

Licensee, their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

27. Conflict of Interest:

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

28. Assignment:

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

29. No Joint Venture:

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

30. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

31. Venue: This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

32. Legal Remedies: In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

33. Severability:

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

34. Waiver:

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

35. Notice:

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

36. Entire Agreement:

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

37. Authority:

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

By: _____

Date: _____

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FACILITY RENTAL TERMS AND CONDITIONS**

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

2. Fee:

Shelters:

The license fee per night for daily use for shelter fees and shall be paid in full 30 days in advance for shelters, and no less than one week in advance for campsites prior to the stay by cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. If the Licensee cancels the event within less than sixty (60) days for shelters, the District will retain the total license fee.

The District allows a one-time rescheduling of any reservation with the paid rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for rentals that are for an incorporated business entity, not-for-profit organization, or government agency.

A Certificate of Insurance or Special Event Insurance Certificate listing the District as a Certificate Holder must be submitted to the District no less than ten (10) days prior to the event. Certificate

Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560.

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The District shall raise the minimum liability requirement based on the nature, scope, and exposure associated with an event, on a case by case basis.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it,

Waiver of Subrogation

Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity at least five days before Renter commences activities. Verification of Coverage: Licensee shall furnish Forest Preserve with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Forest Preserve before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Forest Preserve's obligation to provide them. Forest Preserve reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Forest Preserve reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. **Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

8. "As is" Property:

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

9. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

10. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

11. Horses:

Horses are permitted only on designated trails within Forest Preserve property.

12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or

Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

13. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

14. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

15. Fires:

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

16. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

17. Pets:

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

18. Hunting and Fishing:

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.

19. Decorations:

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

20. Inflatables and Tents:

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

21. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

22. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

23. Limitation on Liability:

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

24. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any

claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

26. Anti-Discrimination Compliance:

Licensee, their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

27. Conflict of Interest:

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

28. Assignment:

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

29. No Joint Venture:

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

30. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

31. Venue: This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

32. Legal Remedies: In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then

the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

33. Severability:

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

34. Waiver:

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

35. Notice:

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

36. Entire Agreement:

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

37. Authority:

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

By: _____

Date: _____

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FACILITY RENTAL TERMS AND CONDITIONS**

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

2. Fee and Security Deposit:

Bunkhouses:

A security deposit of \$100 shall be made prior to, or shall accompany the return of this signed contract to the Forest Preserve. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. The license fee (separate and apart from the security deposit) shall be paid in full forty five (45) days prior to the stay. If the Licensee cancels the stay at least thirty (30) days prior to the stay, the District will retain one hundred percent (100%) of the security deposit. If the Licensee cancels the stay less than thirty (30) days prior to the stay, the District will refund the entire security deposit but will retain the total license fee.

The District allows a one-time rescheduling of any reservation with the paid security deposit and rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event. There will be a \$25.00 rescheduling fee applied.

The Security Deposit will be refunded within thirty (30) business days following the stay provided the District does not need to address property damage, excessive cleaning, or any outstanding balance.

3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for rentals that are for an incorporated business entity, not-for-profit organization, or government agency.

A Certificate of Insurance or Special Event Insurance Certificate listing the District as a Certificate Holder must be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560.

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The District shall raise the minimum liability requirement based on the nature, scope, and exposure associated with an event, on a case by case basis.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it,

Waiver of Subrogation

Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity at least five days before Renter commences activities. Verification of Coverage: Licensee shall furnish Forest Preserve with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Forest Preserve before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Forest Preserve's obligation to provide them. Forest Preserve reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Forest Preserve reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in

Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

8. "As is" Property:

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

9. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

10. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

11. Horses:

Horses are permitted only on designated trails within Forest Preserve property.

12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

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Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

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Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

15. Fires:

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

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Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

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Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

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Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.

19. Decorations:

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

20. Inflatables and Tents:

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

21. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

22. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

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The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

24. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and

expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

26. Anti-Discrimination Compliance:

Licensee, their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

27. Conflict of Interest:

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

28. Assignment:

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

29. No Joint Venture:

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

30. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

31. Venue:

This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

32. Legal Remedies:

In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

33. Severability:

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

34. Waiver:

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

35. Notice:

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

36. Entire Agreement:

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

37. Authority:

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

By: _____

Date: _____

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FACILITY RENTAL TERMS AND CONDITIONS**

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

2. Fee:

Campsites:

The license fee per night for daily use for shelter fees and shall be paid in full 30 days in advance for shelters, and no less than one week in advance for campsites prior to the stay by cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. If the Licensee cancels the event within less than sixty (60) days for campsites, the District will retain the total license fee.

The District allows a one-time rescheduling of any reservation with the paid rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for rentals that are for an incorporated business entity, not-for-profit organization, or government agency.

A Certificate of Insurance or Special Event Insurance Certificate listing the District as a Certificate Holder must be submitted to the District no less than ten (10) days prior to the event. Certificate

Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560.

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The District shall raise the minimum liability requirement based on the nature, scope, and exposure associated with an event, on a case by case basis.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it,

Waiver of Subrogation

Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity at least five days before Renter commences activities. Verification of Coverage: Licensee shall furnish Forest Preserve with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Forest Preserve before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Forest Preserve's obligation to provide them. Forest Preserve reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Forest Preserve reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. **Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

8. "As is" Property:

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

9. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

10. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

11. Horses:

Horses are permitted only on designated trails within Forest Preserve property.

12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or

Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

13. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

14. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

15. Fires:

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

16. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

17. Pets:

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

18. Hunting and Fishing:

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.

19. Decorations:

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

20. Inflatables and Tents:

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

21. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

22. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

23. Limitation on Liability:

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

24. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any

claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

26. Anti-Discrimination Compliance:

Licensee, their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

27. Conflict of Interest:

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

28. Assignment:

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

29. No Joint Venture:

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

30. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

31. Venue: This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

32. Legal Remedies: In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then

the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

33. Severability:

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

34. Waiver:

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

35. Notice:

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

36. Entire Agreement:

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

37. Authority:

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

By: _____

Date: _____

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FACILITY RENTAL TERMS AND CONDITIONS**

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

2. Fee:

Horse Arena and Shelters:

The license fee for the horse arena and shelters shall be paid in full 30 days in advance by cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District.

The District allows a one-time rescheduling of any reservation with the paid rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded.

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed

without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it,

Waiver of Subrogation

Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity at least five days before Renter commences activities. Verification of Coverage: Licensee shall furnish Forest Preserve with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Forest Preserve before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Forest Preserve's obligation to provide them. Forest Preserve reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Forest Preserve reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

In addition to the foregoing, a Certificate of Insurance evidencing coverage, or a "Special Event Insurance Policy" is required for the following types of events:

- a. Events with Greater than 100 participants or attendees.
- b. Events where erection of large tents (10'x12' or more) has been authorized in writing by the Forest Preserve.
- c. Sporting or athletic events, competitions, and/or fundraisers. For any such events that include horses, Licensee shall provide evidence that liability coverage includes horse events, such as: horse shows, sport horse competitions, clinics and other horse-related events. Limit of liability \$1,000,000.
- d. All events sponsored by a for-profit businesses.

5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or

equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

8. "As is" Property:

Licensee has inspected the Facility prior to signing the License and accepts the condition of the Facility "as is." The Parties specifically agree that Licensee shall remain wholly responsible for any latent conditions upon the Facility, equipment or property that is subject to the terms of the License. Further, the Parties specifically agree that Licensee shall indemnify, defend and hold harmless the Forest Preserve from any claim, loss or damage that may result to Licensee, Licensee's employees or volunteers, or a third party from Licensee's use of the facility, equipment or tack under the terms of the License or otherwise.

9. Warning Signs:

At all times in which the Licensee is in control of the Facility, Licensee shall post and maintain signs that contain the warning notice specified in subsection (b) of Section 25 of the Equine Activity Liability Act. 745 ILCS 47/20(b). Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where Licensee conducts equine activities. The warning notice specified herein shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. Further, every written contract entered into by Licensee involving the use of the Facility or any equipment or tack included therein or otherwise contemplated by the License, or

any other agreement between the Parties, shall contain in clearly readable print the warning notice provided herein this Paragraph 9. The signs and contracts described in this paragraph 9 shall contain the following warning notice:

"WARNING

Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities."

10. Licensee Efforts to Determine Participant Abilities:

The definitions set forth in Section 10 of the Equine Activity Liability Act (745 ILCS 47/10) are hereby incorporated into these Rental Terms and Conditions as set forth in full herein.

Licensee shall make reasonable and prudent efforts to determine the ability of any participant to engage safely in any equine activities conducted by Licensee and Licensee shall determine the ability of any participant to manage safely the particular equine based on the participant's representations of his or her ability. Licensee shall obtain written representations concerning each participant's ability to manage safely a particular equine and waivers of liability based upon such representations from any person who participates in equine activities conducted by Licensee. Licensee shall indemnify, defend and hold harmless Forest Preserve from any and all claims and damages arising out of a participant's inability to manage safely equines or any damage otherwise sustained by a participant. Licensee shall require all participants to indemnify, defend and hold harmless the Forest Preserve from any and all claims and damages arising out of a participant's inability to manage safely equines or any damage otherwise sustained by a participant in the waivers set forth in this paragraph.

11. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

12. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

13. Horses:

Licensee is permitted to allow in the Horse Arena at Harris Forest Preserve the number of horses set forth on the Facility Rental Contract. Horses are otherwise permitted only on designated trails within Forest Preserve property in compliance with the Kendall County Forest Preserve District

General Use Ordinance, or as otherwise provided in a special use permit issued to Licensee by the Forest Preserve.

14. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

15. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

16. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

17. Additional Storage:

Licensee may store additional materials in the concession stand and/or metal storage unit located on site at Harris Forest Preserve if authorized by the Forest Preserve in the Rental Contract or other writing signed by the Parties.

18. Fires:

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

19. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

20. Pets:

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

21. Hunting and Fishing:

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.

22. Decorations:

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building except as may be required to post signs in accordance with Paragraph 9 above. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

23. Inflatables and Tents:

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

24. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

25. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

26. Limitation on Liability:

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

27. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

28. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

29. Anti-Discrimination Compliance:

Licensee, their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

30. Conflict of Interest:

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

31. Assignment:

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

32. No Joint Venture:

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

33. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

34. Venue: This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

35. Legal Remedies: In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

36. Severability:

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

37. Waiver:

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

38. Notice:

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District
110 W. Madison Street

Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

39. Entire Agreement:

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

40. Authority:

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

By: _____

Date: _____