

frmPrtClaim

Kendall County

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Vendor# Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

04/23/18 10:57:59 AM

FOREST PRESERVE EXPENDITURE

175 092050	ILLINOIS STATE TOLL HWY AUTH	G1210002227	IL TOLL	04/26/18	27020006200	OFFICE SUPPLIES & POSTAGE	1.90 1.90*	bantrim
176 011359	AMEREN IP	4/16/18:MILLBRO	MILLBROOK SOUTH	04/26/18	27020006351	ELECTRIC	33.09 33.09*	bantrim
177 031575	CONSERVATION FOUNDATION (THE)	2018 EARTH DAY	2018 EARTH DAY SPONS	04/26/18	27020006843	PROMOTION/PUBLICITY	1,500.00 *** 1,500.00*	

Total FOREST PRESERVE EXPENDITURE

1,534.99*

ELLIS HOUSE

178 010452	ADS, INC	147996-1038	EL-HOUSE	04/26/18	27021007076	UTILITIES - ELLIS HOUSE	51.84 51.84*	** bantrim
179 130506	MENARDS	12424	EL SUPPLIES	04/26/18	27021007080	GROUND & MAINT - ELLIS H	73.92 73.92*	bantrim

frmPrctClaim	Kendall County	COMBINED Supplemental Claims Listing			04/23/18	10:57:59 AM	Page 011
Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
180 010452	ELLIS BARN ADS, INC	147996-1038	EL-BARN	04/26/18	27021017076	UTILITIES - ELLIS BARN	51.84 51.84*
						Total ELLIS HOUSE	125.76*
181 130506	ELLIS GROUNDS MENARDS	13557	EL SUPPLIES	04/26/18	27021027080	GROUND & MAINT - ELLIS G	56.66 56.66*
						Total ELLIS BARN	51.84*
182 051936	ELLIS CAMPS EQUINE VETERINARY PRACTICE LLC	4/20/18	EL ANIMAL CARE	04/26/18	27021107084	VET & FARRIER - ELLIS CAM	177.50 177.50*
						Total ELLIS CAMPS	177.50*
183 051936	ELLIS RIDING LESSONS EQUINE VETERINARY PRACTICE LLC	4/20/18	EL ANIMAL CARE	04/26/18	27021117084	VET & FARRIER - ELLIS RID	355.00 355.00*
						Total ELLIS RIDING LESSONS	355.00*
184 051936	ELLIS BIRTHDAY PARTIES EQUINE VETERINARY PRACTICE LLC	4/20/18	EL ANIMAL CARE	04/26/18	27021127084	VET & FERRIER - ELLIS B-D	177.50 177.50*
						Total ELLIS BIRTHDAY PARTIES	177.50*
185 190816	ELLIS WEDDINGS SHAW MEDIA	1512862	WEBSITE-MARCH 2018	04/26/18	27021207081	PROMO/PUBLICITY - ELLIS W	59.99 59.99*
						Total ELLIS WEDDINGS	59.99*
186 140937	HOOVER NICOR	4/13/18:HOUSE	HOOVER HOUSE	04/26/18	27022006860	HOOVER - GAS	62.92
187 140937	NICOR	4/13/18:ML	MEADOWHAWK	04/26/18	27022006860	HOOVER - GAS	32.50
188 140937	NICOR	4/13/18:BLAZING	BLAZING STAR	04/26/18	27022006860	HOOVER - GAS	78.09
189 140937	NICOR	4/13/18:ROOK	ROOKERY BLDG	04/26/18	27022006860	HOOVER - GAS	98.67
190 140937	NICOR	4/13/18:KING	KINGFISHER	04/26/18	27022006860	HOOVER - GAS	150.95
191 140937	NICOR	4/13/18:MOON	MOONSEED	04/26/18	27022006860	HOOVER - GAS	34.54
192 140937	NICOR	4/13/18:SHOP	HOOVER SHOP	04/26/18	27022006860	HOOVER - GAS	42.58
193 140937	NICOR	4/13/18:MAINT	HVR MAINT BLDG	04/26/18	27022006860	HOOVER - GAS	93.40 593.65*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount	
194 031510	COMMONWEALTH EDISON	4/9/18:BATH	HVR BATHHOUSE	04/26/18	27022006861	HOOVER - ELECTRIC	344.18	bantrim
195 031510	COMMONWEALTH EDISON	4/9/18:MULT	HVR MULTIPLES	04/26/18	27022006861	HOOVER - ELECTRIC	1,009.02	bantrim
196 031510	COMMONWEALTH EDISON	4/9/18:HOUSE	HOOVER HOUSE	04/26/18	27022006861	HOOVER - ELECTRIC	61.35	bantrim
							1,414.55*	
197 180925	RIEMENSCHNEIDER ELECTRIC	12053	ML-PARKING LOT LIGHT	04/26/18	27022006864	HOOVER - BUILDING MAINTEN	255.00	bantrim
							255.00*	
198 030540	CENTRAL LIMESTONE CO INC	4/9/18	HOOVER	04/26/18	27022006865	HOOVER - GROUNDS MAINTENA	720.62	** bantrim
							720.62*	
199 268067	MICHAEL SCHEINHOLTZ	18-00105	ML SEC DEP RTN	04/26/18	27022007088	HOOVER SECURITY DEPOSIT R	90.00	bantrim
200 268084	KRISTIN ROBERTS-ROOHSELANG	18-00043	BUNKHOUSE SEC DEP RT	04/26/18	27022007088	HOOVER SECURITY DEPOSIT R	100.00	bantrim
201 268085	JEREMY BANKS	18-00073	BUNKHOUSE SEC DEP RT	04/26/18	27022007088	HOOVER SECURITY DEPOSIT R	100.00	bantrim
202 268086	KANDI COCKREAM	18-00031	ML SEC DEP RTN	04/26/18	27022007088	HOOVER SECURITY DEPOSIT R	127.50	bantrim
203 268087	KELLEY JO WANTLAND	18-00058	ML SEC DEP RTN	04/26/18	27022007088	HOOVER SECURITY DEPOSIT R	800.00	bantrim
							1,217.50*	
						Total HOOVER	4,201.32*	
GROUND & NATURAL RESOURCES								
204 012061	ATLAS BOBCAT	BV7580	BOBCAT REPAIRS	04/26/18	27025006216	EQUIP - GROUNDS & NATURAL	37.44	bantrim
205 061021	FLATSO'S TIRE SHOP	7527	BOBCAT TIRES	04/26/18	27025006216	EQUIP - GROUNDS & NATURAL	300.00	bantrim
							337.44*	
206 030540	CENTRAL LIMESTONE CO INC	4/9/18	MARAMECH	04/26/18	27025006837	PRESERVE IMPROV - GR & NA	33.42	** bantrim
							33.42*	
207 190563	SERVICE SANITATION, INC	7503075	PORTABLE RESTROOM	04/26/18	27025006847	REFUSE PICKUP - GROUNDS &	67.00	bantrim
							67.00*	
208 140937	NICOR	4/11/18:HA	HARRIS	04/26/18	27025006848	GAS - GROUNDS & NATURAL R	154.50	bantrim
209 140937	NICOR	4/10/18:MILL	MILLBROOK SOUTH	04/26/18	27025006848	GAS - GROUNDS & NATURAL R	99.69	bantrim
							254.19*	
						Total GROUNDS & NATURAL RESOURCES	692.05*	

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COMBINED Supplemental Claims Listing

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10:57:59 AM

278 040538
279 080151
280 140144
281 181040

DEKANE EQUIPMENT CORP
HAMPTON, LENZINI & RENWICK INC
NATIONAL BUSINESS FURNITURE
R J KUHN INC

KUBOTA ZD 1211-60
MILLBROOK BRIDGE
DESK-KEYBOARD TRAY
HVR-LIFT STATION PUM

04/26/18
04/26/18
04/26/18
04/26/18

95020006850
95020006850
95020006850
95020006850

PROJECT FUND EXPENSES
PROJECT FUND EXPENSES
PROJECT FUND EXPENSES
PROJECT FUND EXPENSES

7,900.00 ***
507.50
248.10
1,963.50
10,619.10*

Bantrim
Bantrim
Bantrim

Total FP BOND PROCEEDS 2007

10,619.10*

GRAND TOTAL

\$18,051.71



Quote

TCL Electrical & Lighting, Inc

191 Poplar Place Unit 4 North Aurora, 60542
Phone: 630 844 3274 Fax: 630 844 5080 Email: tom@tclelectric.com

Date: 16-Apr-2018 08:17 AM

QUOTATION NO: 2566

To: Kendall County Forest
Preserve

110 West Madison Street
Yorkville, Illinois
60560
United States

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)
7.00	Group 27 GEL Battery	364.00	0.00	2,548.00
7.00	39W Mini Ballasts	117.32	0.00	821.24
7.00	35W Pulse Start MH lamps	38.13	0.00	266.91
8.00	Labor to troubleshoot and R&R lamps, ballasts, and batteries	160.00	0.00	1,280.00
1.00	Aerial Truck Equipment Fee	125.00	0.00	125.00
Sub Total:				\$ 5,041.15
Tax Rate Amount:				\$ 0.00
Quote Total (Tax Rate Incl.):				\$ 5,041.15

Site Name: Hoover Forest Preserve

Contact Name:

Quote Description

Materials and labor to troubleshoot and repair (7) solar powered parking lot fixtures. Quote includes site time required time to go through the sequence of operation of the on board Morning Star controller with Mark Riccio, a representative of Se-Lux, product manufacturer. Quote includes materials and labor to remove and replace (7) 35W T6 lamps, (7) 39W 24V DC ballasts, and (7) Group 27 GEL batteries. All replaced lamp, ballast, and battery materials will be removed from the site and will be properly recycled at our facility per EPA Standards.

All labor in this quote is based upon Kendall County Prevailing Wage rates. Quote does not include Sales Tax assuming the district is Sales Tax Exempt.

Company Note

- * Workmanship will meet or exceed the National Electrical Code.
- * Any unforeseen obstructions causing extra time, material, and/or equipment will be billed to the customer at an additional charge.
- * This quote is based on completing all work during normal business hours.
- * Electrical permits are not included in the quoted amount, if required, they will be billed separately. This will include all acquisition fees.
- * Quote is valid for 30 days from the date stated above.
- * Parties agree that State of Illinois law should apply to this approved Quote. In the event that TCL Electrical and Lighting, Inc. has to enforce the terms of the agreed upon scope of work, the customer shall pay TCL Electrical and Lighting, Inc. reasonable attorney fees and costs. Parties waive the right to a trial by jury and submit to personal jurisdiction of the State of Illinois. The venue shall be DuPage County, State of Illinois.

**Kendall County Forest Preserve District
Pickerill-Pigott Forest Preserve Resident-Grounds
Maintenance House Lease Agreement**

THIS AGREEMENT ("Lease Agreement") is made and entered into this 17th day of April 2018, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and ("Employee-Tenant") Marshal Savitski (referred to as "Tenant"), an individual currently residing at 2108 Rock Creek Road, Plano, Illinois, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE.

This Lease Agreement provides for the Tenants' possession and use of the Pickerill estate house, the surrounding yard, attached garage, and the storage shed, located at Pickerill-Pigott Forest Preserve 6350 A Minkler Road, Yorkville, Illinois, 60560 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as a Resident - Grounds Maintenance Worker by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of his continued employment by the District as the Resident - Grounds Maintenance Worker; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing Employee-Tenant to promptly respond to District grounds maintenance needs at Pickerill-Pigott Forest Preserve and other maintenance needs outside of regular business hours. Also, this Lease Agreement confirms the parties' understanding and agreement that the Tenants' possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as Grounds Supervisor and Resident for the District. *Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.*

2. PROPERTY.

2.1 Leased Property. District owns certain real property and improvements consisting of the Residence and Storage Shed. District desires to lease the Residence to Tenants upon the terms and conditions contained herein. Tenants desire to lease the Residence from District on the terms and conditions contained herein.

2.2 Personal Property. The District and Tenants each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenants or the District, either prior to or during the term of this Lease Agreement shall remain the personal property of the party who furnished the funds to purchase the personal property. All personal property of the Tenants shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenants specifically waive any claim of damage against the District for any personal property damaged as a result of an act of nature, including, but not limited to lightning strikes and floods. District is not

responsible for providing any personal property, equipment, furniture or other non-fixtured items to the Tenants.

3. TERM.

3.1 Term. The term of this Lease Agreement commences on the date of both parties' execution of this Lease Agreement and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District; (b) the Employee-Tenant's reassignment to a different position at the District; or (c) one (1) year after the date of both parties' execution of this Lease Agreement, whichever occurs first.

3.2 Upon termination of the Lease Agreement, Tenants shall immediately vacate the Residence and shall have seven (7) calendar days to remove all personal property from the Residence, unless otherwise authorized and agreed to in writing by both parties. All obligations outstanding at the time of termination shall survive the Lease Agreement.

3.3 Early Termination. Either party may terminate this Lease Agreement upon providing thirty (30) calendar days written notice to the other party. Except that both parties may agree, in writing, to terminate the Lease Agreement at anytime and waive the thirty (30) days written notice.

4. RENT.

4.1 Rent. The rent for the Residence shall be six hundred (\$600.00) per week. This amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of five hundred dollars (\$500.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Grounds Maintenance Worker and Resident. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.

4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.

4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has **received** payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.

4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check

charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

5. SECURITY DEPOSIT.

5.1 Amount. Tenant has previously deposited with the District the sum of one-thousand dollars and no cents (\$1,000.00) as security for any damage caused to the Residence during the term hereof.

5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

A. Deductions.

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.

B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

6. USE OF RESIDENCE.

The Residence shall be used and occupied solely by Tenants and Tenants' immediate family. It shall be used exclusively as a private, single-family dwelling, and no part of the Residence shall be used at any time during the term of this Lease Agreement by Tenants or Tenants' immediate family for the purpose of carrying on any business (other than District business), profession, or trade of any kind, or for any purpose other than as a private, single-family dwelling. Tenants shall not allow any other person, other than Tenants' immediate family or transient relatives and friends who are guests of Tenants, to use or occupy the Residence without first obtaining District's written consent to such use or occupation. Tenants shall comply with any and all federal, State, and local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence. Tenants

understand and agree that all residents and visitors of the Residence shall comply with the District's General Use Ordinance while on District property.

7. CONDITION OF RESIDENCE.

7.1 Original Condition. Tenants stipulate, represent, and warrant that Tenants have examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean and habitable condition.

7.2 Surrender Condition. Upon termination of this Lease Agreement, Tenants shall surrender the Residence to District in good and broom-clean condition, excepting ordinary wear and tear. Tenants shall remove all of their personal property and any improvements installed by Tenants and required to be removed by the District. Tenants shall return all keys and property belonging to the District.

8. DEFAULTS & REMEDIES,

8.1 Tenants' Default. Tenants shall be in default in the event of any of the following: (a) if Tenants fails to perform any obligation to be performed by Tenants hereunder and such failure shall continue for thirty (30) calendar days after written notice by District; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Tenants shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period, and, thereafter, rectify and cure such default with due diligence; or (b) if Tenants abandon or vacate the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement.

8.2 Remedies in Default. In the event of a default by Tenants, District may pursue any remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenants or any other person. In the event of a default, the District may also immediately terminate this Lease Agreement and Tenants' right to possession of the Residence and recover possession of the Residence and remove all persons therefrom.

9. ASSIGNMENT AND SUB-LETTING.

Tenants shall not assign this Lease Agreement, or sub-let or grant any license to use the Residence or any part thereof without the District's prior written consent. An assignment, sub-letting, or license without the prior written consent of District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at District's option, terminate this Lease Agreement.

10. ALTERATIONS AND IMPROVEMENTS.

Tenants shall make no structural repairs, alterations, or improvements of the Residence or construct any building or make any other improvements of the Residence without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Residence by Tenants shall, unless otherwise provided for by written agreement between District and Tenants, be at the Tenants' sole expense and shall become the sole property of the District and remain on the Residence at the termination of this Lease Agreement. At anytime during the term of this Lease Agreement, the District shall have the authority to make modifications, alterations, repairs, and improvements as it deems necessary and upon reasonable notice to Tenants.

11. HAZARDOUS MATERIALS.

Tenants shall not keep at the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion at the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. UTILITIES.

12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, and cellular telephone ("Utilities"). Tenants are responsible for all other desired services.

12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District's shall use its reasonable efforts to attempt to restore all services promptly.

12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants' expense, but only after District's written approval of same.

12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

13. MAINTENANCE, REPAIR, AND RULES.

13.1 Maintenance Obligations. Tenants will, at their sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Maintain the grounds and lawn area of the Residence, including regularly mowing the lawn.
- D. Not obstruct or cover the windows or doors;
- E. Not leave windows or doors in an open position during any inclement weather;

- F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;
- H. Keep all air conditioning filters clean and free from dirt;
- I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- J. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- M. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.

13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

14. DAMAGE TO RESIDENCE.

In the event the Residence is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, the District may terminate this Lease Agreement from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Residence thereby be rendered uninhabitable, the District shall have the option of either repairing such injured or damaged portion or terminating this Lease Agreement. In the event that District exercises its right to repair such uninhabitable portion, such part so injured shall be restored by District as speedily as practicable.

15. ACCESS BY DISTRICT.

District and District's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement to enter the Residence for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective Tenants, inspectors, fire marshals, appraisers, contractors, or insurance agents;
- C. Show the Property as part of long-range planning efforts;
- D. Complete interior and exterior improvements;
- E. Exercise a contractual or statutory lien;
- E. Leave written notice; or
- F. Seize nonexempt property after default.

However, absent emergency circumstances, District will make reasonable attempts to give Tenants at least three (3) hours notice, prior to entering the Residence. If Tenant(s) fail to permit reasonable access under this Paragraph, Tenants will be in default.

16. RENTERS' INSURANCE

Tenants will maintain renters' insurance during all times the property is occupied under the terms of this Lease Agreement. Tenants will provide District with proof of renter's insurance within thirty (30) calendar days of the execution of this Lease Agreement. Tenants will promptly notify District of any modification or termination of Tenants' renter's insurance,

17. SUBORDINATION OF LEASE AGREEMENT.

This Lease Agreement and Tenants' interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Residence by the District, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

18. ANIMALS.

THERE WILL BE NO ANIMALS PERMITTED AT THE RESIDENCE. Tenants shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which is attached as exhibit B, and incorporated as if fully set forth herein. If Tenants violate the pet restrictions of this Lease Agreement, Tenants will pay to District a fee of \$10.00 per calendar day, per animal for each calendar day Tenants violate the animal restrictions. District may remove or cause to be

removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenants of District's intention to remove the unauthorized animal. District will not be liable for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants agree to indemnify and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants are responsible and liable for any damage or required cleaning to the Residence caused by any unauthorized animal and for all costs District may incur in removing or causing any unauthorized animal to be removed.

19. WATERBEDS.

THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Lease Agreement.

20. QUIET ENJOYMENT.

Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Residence for the term hereof.

21. INDEMNIFICATION.

District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury of or to the Tenants, the Tenants' family, guests, invitees, agents or employees, to any person entering the Residence, to the Residence itself, or to goods or equipment at the Residence. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature, including claims pertaining to tax liability or obligations. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

22. 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.

23. EXPENSES AND COSTS.

Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of

the Residence, Tenants agree to pay all expenses and costs incurred by the District, including, but not limited to the District's reasonable attorneys' fees.

24. RECORDING OF LEASE AGREEMENT.

Tenants shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenants shall record this Lease Agreement, this Lease Agreement shall, at District's option, terminate immediately and District shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW.

This Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

26. SEVERABILITY.

If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT.

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. DESCRIPTIVE HEADINGS.

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the District or Tenants.

29. NON-WAIVER.

No delay, indulgence, waiver, non-enforcement, election or non-election by District under this Lease Agreement will be deemed to be a waiver of any other breach by Tenants, nor shall it affect Tenants' duties, obligations, and liabilities hereunder.

30. MODIFICATION.

The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

31. NOTICE.

Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to David Guritz, Director of the Kendall County Forest Preserve, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204 and, in the case of Tenants, notice shall be given to Marshal Savitski at the Residence.

32. APPROVAL.

This Lease Agreement is contingent on, and subject to approval by a majority of the Kendall County Forest Preserve District Board of Commissioners.

As to District this 17th day of April, 2018.

DISTRICT:

Sign: _____
Judy Gilmour, President

Print: _____ Date: _____

Attest: _____
David Guritz, Executive Director

As to Tenant, this 17th day of April, 2018.

TENANT:

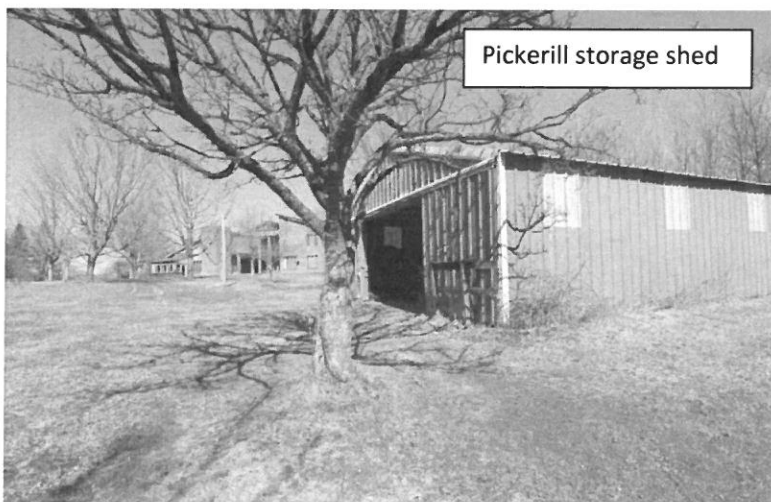
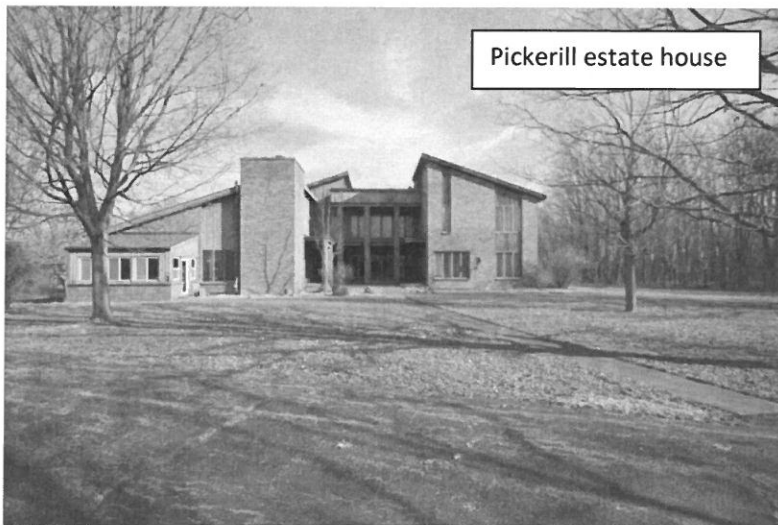
Sign: _____

Print: _____ Date: _____

Sign: _____

Print: _____ Date: _____

EXHIBIT A – Pickerill Estate House



Tenants' Initials: _____

**ARTLIP and SONS, Inc.**230 South Broadway
Aurora, Illinois 60505

(630) 896-1560

Fax (630) 896-1198

www.artlipandsons.com

PROPOSAL**SPECIFICATIONS AND ESTIMATE**

NO. E- 24961

PAGE NO. 1 OF 1 PAGES

ATTN: Dave

PROPOSAL SUBMITTED TO Kendall County Forest Preserve Hoover		PHONE	FAX	DATE 4/19/18
STREET 110 W. Madison Street		JOB NAME McQuay Evaporator Coil Replacements		
CITY, STATE, AND ZIP CODE Yorkville, Ill. 60560		JOB LOCATION Hoover		
ARCHITECT/ENGINEER	DATE OF PLANS			JOB PHONE

We hereby propose to furnish materials and labor necessary for the completion of:

McQuay Ground Source Heat Pump Serial #- E019842800030 and E019842800020 (Units #1 and #4 for the main Hall)

We will replace the evaporator coils in the above McQuay ground source heat pumps. Installations to include: Recovery of refrigerant, removal and disposal of the evaporator coils, setting the new coils, all pipe connections, evacuation of the systems, charging of the systems, start-up and operations checks.

Materials and Labor- \$4,133.00

Notes:

1) One year parts and labor warranty by Artlip and Sons, Inc.

WE PROPOSE hereby to furnish material and labor --- complete in accordance with the above specifications, for the sum of:

Four Thousand One Hundred Thirty Three and -----00/100 dollars (\$4,133.00).

Payment to be made as follows:

Any amount due under this agreement which is not paid when due shall bear interest at the rate of 1-1/2 percent per month from the date such amount was due until paid upon acceptance of this proposal. In the case of default in meeting terms of payment, owner agrees to pay all costs and reasonable attorney's fees if action is brought to collect the amount due upon acceptance of this proposal.

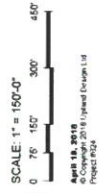
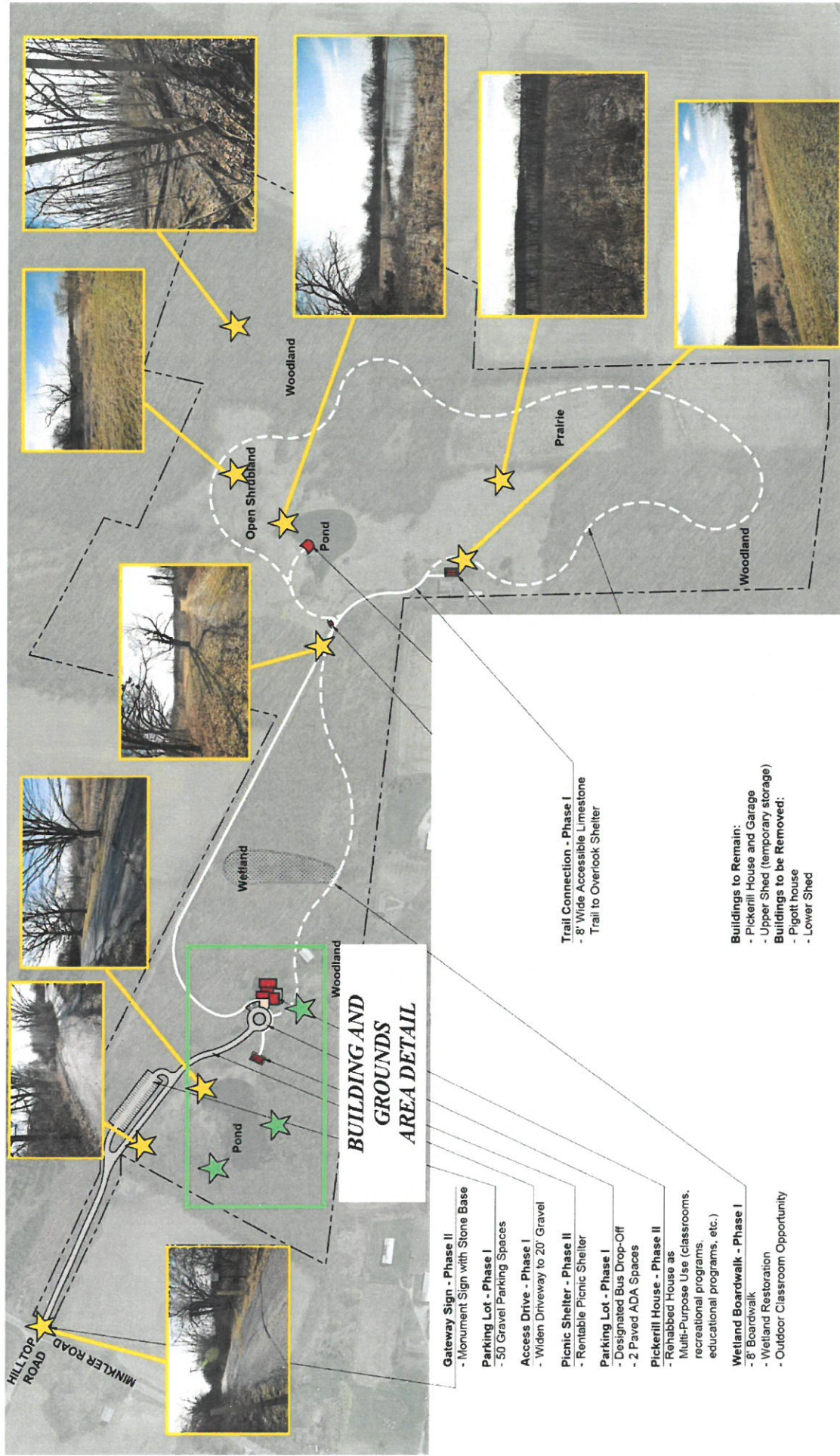
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature
Jay BehrensNote: This proposal may be
withdrawn by us if not accepted within 30 days.**ACCEPTANCE OF PROPOSAL** The above prices, specification and
conditions are satisfactory and are hereby accepted. You are authorized to do the
work as specified. Payment will be made as outlined above.

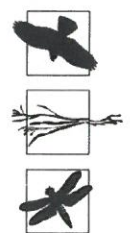
Date of Acceptance: _____

Signature _____

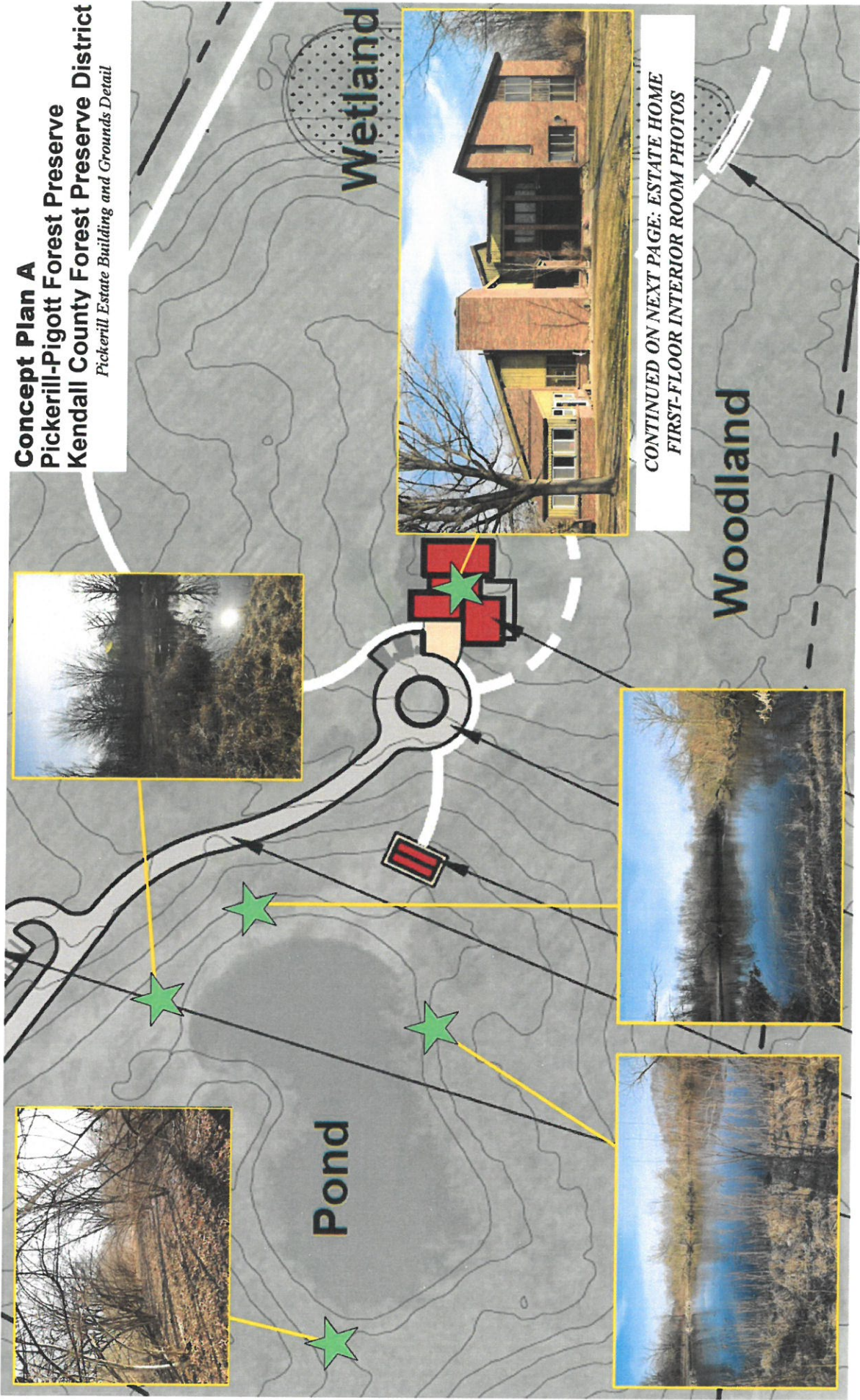
Signature _____



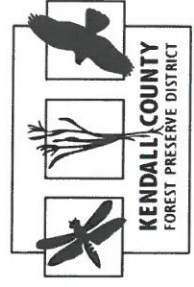
Concept Plan A **Pickerill-Pigott Forest Preserve** **Kendall County Forest Preserve District**



Concept Plan A
Pickerill-Pigott Forest Preserve
Kendall County Forest Preserve District
Pickerill Estate Building and Grounds Detail



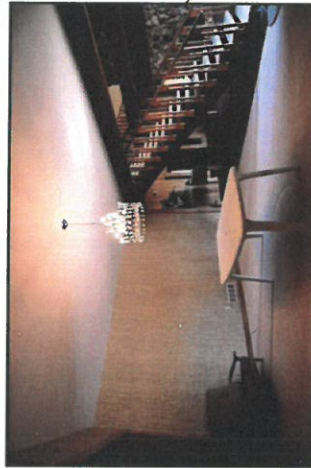
Concept Plan A **Pickerill-Pigott Forest Preserve** **Kendall County Forest Preserve District** Pickerill Estate Building First-Floor Interior Rooms



Classroom D



Sun Room



Classroom B



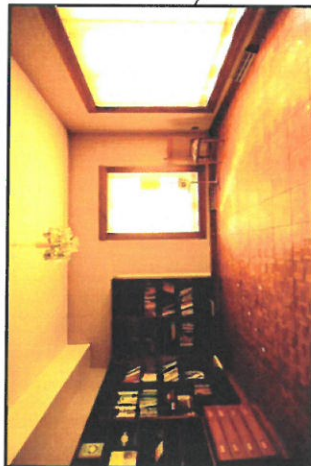
Great Room Entrance



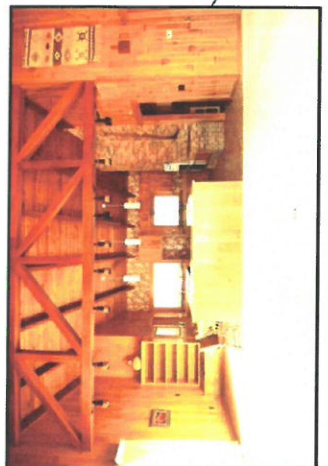
Main Entrance Great Room



Classroom C



Library



Classroom A



Pickerell-Pigott Forest Preserve
Kendall County Forest Preserve

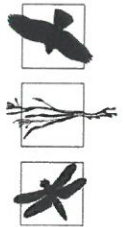
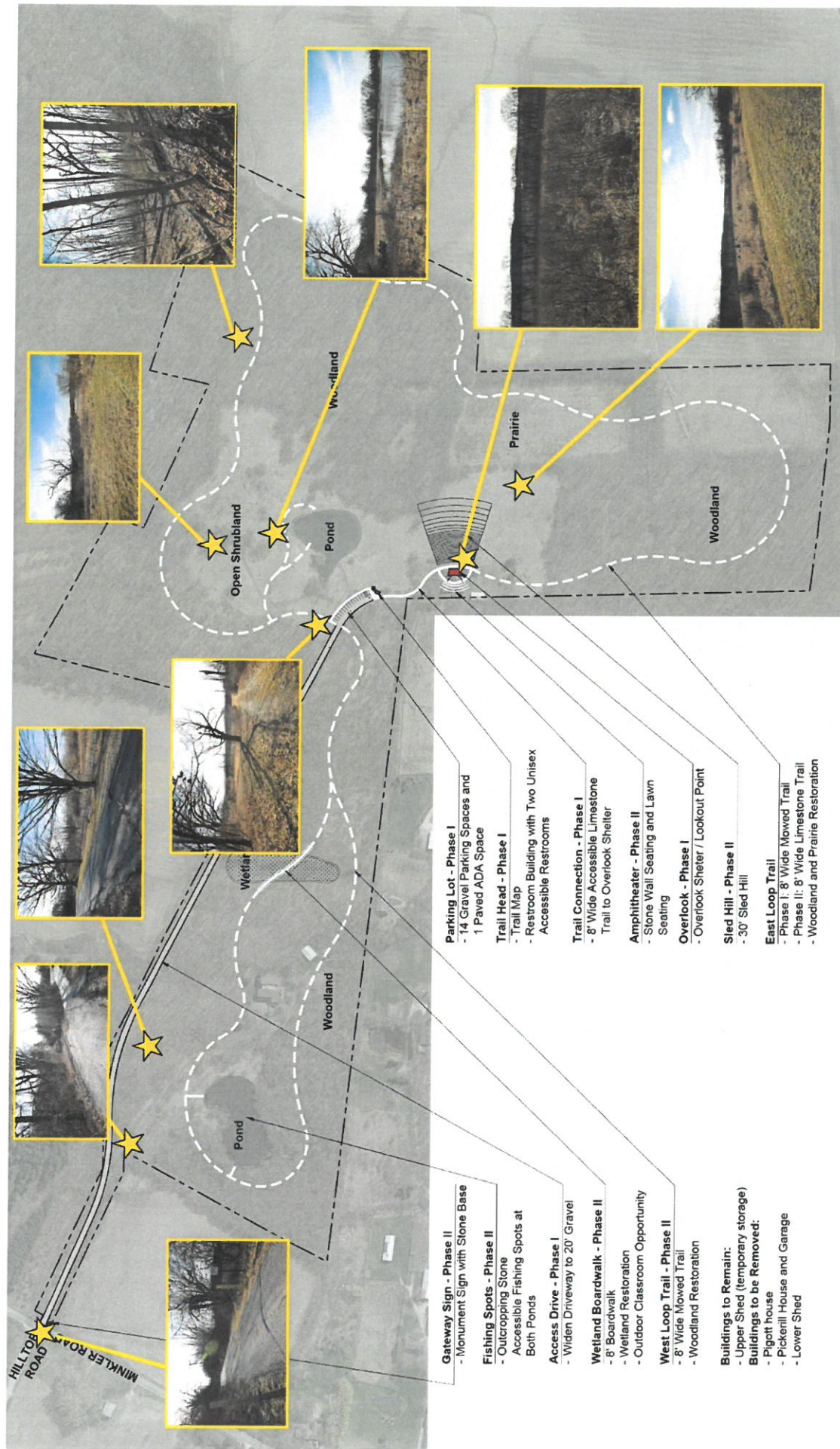
Prepared Date: 04/11/2018
 Project #624

Development Cost Opinion - Concept A Phase I

PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Access Drive and Parking Lot				
Site Preparation and Grading	1	LS	\$ 69,505.00	\$ 69,505.00
Undercut and PGE	100	CY	\$ 55.00	\$ 5,500.00
Gravel Paving - 20' wide at 10" Depth	5706	SY	\$ 20.00	\$ 114,120.00
Vehicular Asphalt Paving at ADA space	90	SY	\$ 56.00	\$ 5,040.00
Vehicular Asphalt Striping	1	LS	\$ 520.00	\$ 520.00
ADA Parking Sign	2	EA	\$ 500.00	\$ 1,000.00
Wheelstop	54	EA	\$ 85.00	\$ 4,590.00
Turf Grass w/ Blanket - 10' both side of drive	0.75	Acre	\$ 6,200.00	\$ 4,650.00
Sub-Total with 15% Contingency				\$ 235,664.00
A/E Design, Survey and Permit Fees				\$ 35,350.00
SubTotal				\$ 271,014.00
Wayfinding Plaza and Restroom				
Site Preparation and Grading	1	LS	\$ 6,175.00	\$ 6,175.00
Undercut and PGE	50	CY	\$ 55.00	\$ 2,750.00
Prefab Restroom Building - 2 Single Users, Waterless, Chase Option, Solar Light Option, Solar Vent Option	1	LS	\$ 65,000.00	\$ 65,000.00
Gravel Plaza Area	95	SY	\$ 16.00	\$ 1,520.00
Trail Markers	1	LS	\$ 7,500.00	\$ 7,500.00
Turf Grass w/ Blanket - 6' both side of trail	1.55	Acre	\$ 7,130.00	\$ 11,051.50
Sub-Total with 15% Contingency				\$ 108,096.00
A/E Design, Survey and Permit Fees				\$ 16,215.00
SubTotal				\$ 124,311.00
Overlook				
Site Preparation and Grading	1	LS	\$ 4,330.00	\$ 4,330.00
Undercut and PGE	50	CY	\$ 55.00	\$ 2,750.00
Shelter 20'x40'	1	LS	\$ 42,000.00	\$ 42,000.00
Gravel Trail - 8' wide Trail at 6" Depth	400	SY	\$ 16.00	\$ 6,400.00
Drainage / Culverts	1	LS	\$ 1,250.00	\$ 1,250.00
Turf Grass w/ Blanket - 6' both side of trail	0.20	Acre	\$ 6,200.00	\$ 1,240.00
Sub-Total with 15% Contingency				\$ 66,666.00
A/E Design, Survey and Permit Fees				\$ 10,000.00
SubTotal				\$ 76,666.00

Loop Trail and Wetland Boardwalk				
Site Preparation and Grading	1	LS	\$ 15,330.00	\$ 15,330.00
Undercut and PGE	50	CY	\$ 55.00	\$ 2,750.00
Boardwalk - 8' wide	400	SF	\$ 90.00	\$ 36,000.00
Gravel Trail - 8' wide Trail at 6" Depth	1415	SY	\$ 16.00	\$ 22,640.00
8' Wide Mowed Trail Seed and Blanket	1.15	Acre	\$ 6,200.00	\$ 7,130.00
Drainage / Culverts	1	LS	\$ 4,750.00	\$ 4,750.00
Turf Grass w/ Blanket - 6' both sides of trail	1.50	Acre	\$ 6,200.00	\$ 9,300.00
Sub-Total with 15% Contingency				\$ 112,585.00
A/E Design, Survey and Permit Fees				\$ 16,888.00
SubTotal				\$ 129,473.00
Concept A Phase I TOTAL OF ALL ITEMS				\$ 601,464.00

* Cost does not include demolition of existing buildings



Concept Plan B

Pickerill-Pigott Forest Preserve

Kendall County Forest Preserve District



Pickerell-Pigott Forest Preserve
Kendall County Forest Preserve

Prepared Date: 04/11/2018
Project #624

Development Cost Opinion - Concept B Phase I

PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Access Drive and Parking Lot				
Site Preparation and Grading	1	LS	\$ 131,207.00	\$ 131,207.00
Undercut and PGE	100	CY	\$ 55.00	\$ 5,500.00
Gravel Paving - 20' wide at 10" Depth	6740	SY	\$ 20.00	\$ 134,800.00
Vehicular Asphalt Paving at ADA space	45	SY	\$ 56.00	\$ 2,520.00
Vehicular Asphalt Striping	1	LS	\$ 260.00	\$ 260.00
ADA Parking Sign	1	EA	\$ 500.00	\$ 500.00
Wheelstop	16	EA	\$ 85.00	\$ 1,360.00
Turf Grass w/ Blanket - 10' both side of drive	1.5	Acre	\$ 6,200.00	\$ 9,300.00
Sub-Total with 15% Contingency				\$ 328,265.00
A/E Design, Survey and Permit Fees				\$ 49,240.00
SubTotal				\$ 377,505.00
Trail Head and Restroom				
Site Preparation and Grading	1	LS	\$ 6,175.00	\$ 6,175.00
Undercut and PGE	50	CY	\$ 55.00	\$ 2,750.00
Prefab Restroom Building - 2 Single Users, Waterless, Chase Option, Solar Light Option, Solar Vent Option	1	LS	\$ 65,000.00	\$ 65,000.00
Gravel Plaza Area	95	SY	\$ 16.00	\$ 1,520.00
Trail Map	1	LS	\$ 7,500.00	\$ 7,500.00
Turf Grass w/ Blanket - 6' both side of trail	1.55	Acre	\$ 7,130.00	\$ 11,051.50
Sub-Total with 15% Contingency				\$ 108,096.00
A/E Design, Survey and Permit Fees				\$ 16,215.00
SubTotal				\$ 124,311.00
Overlook				
Site Preparation and Grading	1	LS	\$ 3,740.00	\$ 3,740.00
Undercut and PGE	50	CY	\$ 55.00	\$ 2,750.00
Shelter 20'x40'	1	LS	\$ 42,000.00	\$ 42,000.00
Gravel Trail - 8' wide Trail at 6" Depth	345	SY	\$ 16.00	\$ 5,520.00
Drainage / Culverts	1	LS	\$ 1,250.00	\$ 1,250.00
Turf Grass w/ Blanket - 6' both side of trail	0.12	Acre	\$ 6,200.00	\$ 744.00
Sub-Total with 15% Contingency				\$ 64,405.00
A/E Design, Survey and Permit Fees				\$ 9,661.00
SubTotal				\$ 74,066.00

East Loop Trail				
Site Preparation and Grading	1	LS	\$ 7,500.00	\$ 7,500.00
Undercut and PGE	50	CY	\$ 55.00	\$ 2,750.00
Gravel Trail - 8' wide Trail at 6" Depth	216	SY	\$ 16.00	\$ 3,456.00
8' Wide Mowed Trail Seed and Blanket	1.2	Acre	\$ 6,200.00	\$ 7,440.00
Drainage / Culverts	1	LS	\$ 4,750.00	\$ 4,750.00
Turf Grass w/ Blanket - 6' both sides of trail	1.50	Acre	\$ 6,200.00	\$ 9,300.00
Sub-Total with 15% Contingency				\$ 40,476.00
A/E Design, Survey and Permit Fees				\$ 6,072.00
SubTotal				\$ 46,548.00
Concept B Phase I TOTAL OF ALL ITEMS				\$ 622,430.00

* Cost does not include demolition of existing buildings

PROTECTING ILLINOIS' CULTURAL RESOURCES
An Introduction to Archaeological Surveys

Prepared by
ILLINOIS STATE HISTORIC PRESERVATION OFFICE

When you read the accompanying letter, you were notified that your Federal or State permitted, funded, or licensed project will require an archaeological survey. We also review projects that use public land. The purpose of this survey will be to determine if prehistoric or historic resources are present within the project area. If you are the average applicant you have had little or no experience with such surveys – this short introduction is designed to help you fulfill the Federal/State requirements and complete the process.

WHY PROTECT HISTORIC RESOURCES? Historic preservation legislation grew out of the public concern for the rapid loss of our prehistoric and historic heritage in the wake of increasingly large-scale Federal/State and private development. The legislation is an attempt to protect our heritage while at the same time allowing economic development to go forward.

WHAT IS THE LEGAL BASIS? The basis for all subsequent historic preservation legislation lies within the national Historic Preservation Act of 1966 (NHPA). Section 106 of NHPA requires all Federal Agencies “undertakings” to “take into account” their effect on historic properties. As of January 1, 1990, the State Agency Historic Resources Preservation Act (Public Act 86-707) requires the same for all private or public undertakings involving state agencies. An “undertaking” is defined to cover a wide range of Federal or State permitting, funding, and licensing activities. It is the responsibility of Federal/State Agencies to ensure the protection of historic resources and the State Historic Preservation Office (SHPO) regulates this effort. In Illinois the SHPO is part of the Illinois Historic Preservation Agency (IHPA).

WHAT IS AN ARCHAEOLOGICAL SURVEY? An archaeological survey includes both (1) an examination of the written records, such as county plat books, published and unpublished archaeological reports, state site files, and (2) a field investigation of the project area to determine if prehistoric or historic resources are present. This process of resource identification is called a Phase I survey.

WHAT DOES A PHASE I SURVEY REQUIRE? Archaeological evidence is normally buried beneath the surface of the ground. To determine if an archaeological site is present it is necessary to get below this surface. The most efficient way is by plowing. If the project area is or can be plowed then the artifactual evidence will be brought to the surface and systematic pedestrian surveys (walkovers) will determine if a site is present. These walkovers are best done when the vegetation is low in the fall or spring. If the project area is covered with vegetation then small shovel probes (1' sq.) are excavated on a systematic grid pattern (usually 50' intervals) to sample the subsurface deposits. Where deeply buried sites may be present, such as in floodplains, deep coring or machine trenching may be required.

WHO DOES ARCHAEOLOGICAL SURVEYS? Professional archaeologists who meet the Federal standards set forth in the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9) may conduct Federal surveys, while those meeting the State standards set forth in the Archaeological and Paleontological Resources Protection Act (20 ILCS 3435) may conduct surveys on public land in the State (see the other side of this sheet for information on obtaining the services of a contract archaeologist). The applicant is responsible for obtaining and paying for such services.

AFTER THE SURVEY – WHAT NEXT? When the field investigations are completed the archaeologist will submit a report of their findings and recommendations to the applicant. **IT IS THE RESPONSIBILITY OF THE APPLICANT TO FORWARD THREE(3) PAPER COPIES WITH COLOR PHOTOS (if applicable) AND ONE (1) CD WITH THE REPORT IN PDF FORMAT TO THE PROJECT'S GRANT ADMINISTRATOR, DIVISION OF GRANT ADMINISTRATION, ONE NATURAL RESOURCES WAY, SPRINGFIELD, ILLINOIS 62702.** If no sites were found or the sites found are not eligible for the National Register the project may proceed. Occasionally, a significant archaeological site may be encountered. In such a case the SHPO and the Federal or State Agency will work with the applicant to protect both the cultural resources and to facilitate the completion of your project.

NEED FURTHER ASSISTANCE? The IHPA is here to assist you and the Federal/State agencies in complying with the mandates of the historic preservation legislation. If you have questions or need assistance with archaeological resources protection or Federal/State compliance, please contact the Archaeology Section, Preservation Services Division, Illinois Historic Preservation Agency, One Old State Capitol Plaza, Springfield, Illinois 62701 (217-782-4836).

OVER

Illinois Historic Preservation Agency – Archaeology Section

Information for Developers and Agencies about general procedures for Phase 2 archaeology projects

Anyone notified of an archaeological site subject to Phase 2 testing in their project area, has several options:

1. Preserve the site by planning your project to avoid or greenspace the site, a deed covenant maybe necessary depending on the land ownership and the law the project is being reviewed under.
2. Hire an archaeological firm to conduct a Phase 2 project on the site.
3. Choose a different location for the project (generally means starting review process over from scratch, but there will be rare occasions when this is actually the fastest and cheapest option). This is something you may wish to consider if there are burials in the project area, or an extremely large or dense site in the project area.

Phase 2 archaeological projects consist of fieldwork, analysis, and report by the archaeological firm, and then review of the report by the IHPA and sometimes also by the funding or permitting agency, with additional work required part of time depending on the significance of the site(s). However, if a project has no significant sites after a Phase 2 project has been completed and reviewed, then the archaeology is completed as soon as IHPA accepts the report. If a project area has more than 1 site, each one is reviewed independently, in other words, one could be determined not significant and while another one is determined significant or potentially significant.

Phase 2 field work generally consists of obtaining good artifact type and location data from the site surface by methods such as grid collections, piece plotting, etc., this is followed by a small scale excavation. In some cases the fieldwork (commonly called test units) can be done with assistance of machines like backhoes or occasionally even large equipment like belly scrapers (plowed or partially disturbed sites), but sometimes it is necessary to dig by hand (mounds, unplowed sites, or inaccessible locations). The test units are excavated to the base of the plowzone or topsoil, and then the base of the unit is checked for presence of archaeological features (foundations, pits, hearths, burials, middens, etc.) If features are present, a small number (generally not more than 5-10) of them are excavated to provide information about the site's age, function, integrity, etc. Samples of soil from each feature for botanical and zoological analysis are usually taken. Also on floodplains of large rivers, several additional "deep" trenches are usually necessary to check for buried sites. The amount of time required for fieldwork is highly dependent on the size of a site, on whether machines can be used, and on the density of features, as well as the weather.

Analysis at Phase 2 consists of identifying and inventorying all of the artifacts recovered and preparing data recorded in the field for a report. The length of time needed is again highly variable based on the factors listed above. The report describes the field and lab information, provides a preliminary interpretation of the site, and makes recommendations concerning the significance of the site.

The archaeology staff at the State Historic Preservation Office (IHPA in Illinois) and sometimes the archaeologists at the lead funding or permitting agency review the report. Based on the report and their knowledge of regional archaeological, they determine (following criteria outlined in the appropriate law and regulations for each project) if the work done was acceptable, and whether the site(s) are not significant and need no further investigation or are significant. If a site is significant (meets the eligibility criteria for the National Register of Historic Places), the choices are mitigation (generally by complete excavation) or preservation.

ILLINOIS-BASED CONSULTING SERVICES WITH PROFESSIONAL ARCHAEOLOGISTS (by zip code order) In order to assist agencies, engineering firms, and others who require professional archaeological services the Illinois Historic Preservation Agency (IHPA) has listed below Illinois-based firms with professional archaeologists currently performing contract archaeological compliance work. Based on documentation supplied by them these individuals appear to meet current Federal qualifications. This list is provided for your assistance, however, you may use any archaeologist who meets the minimum qualifications as set forth in Secretary of the Interior's Professional Qualifications Standards (36 CFR 61). Federal and state regulations require a completed graduate degree with an emphasis in archaeology and 16 months of professional archaeological experience (**BOLD names** below). If you have any questions please contact IHPA at 217-785-4512. **THE INCLUSION OF INDIVIDUALS OR ORGANIZATIONS ON THIS LIST DOES NOT CONSTITUTE ANY RECOMMENDATION OR ENDORSEMENT OF THEIR PROFESSIONAL EXPERTISE OR PERFORMANCE RECORD BY THE IHPA.**

CHICAGO METRO REGION

Dr. Kevin P. McGowan

Public Service Archaeology Prgm
Chicagoland Office (UI-UC)
7428 Bradford Court
Gurnee, Illinois 60031
847-548-7961 (fax same)
kevin57m@earthlink.net

Dr. Thomas E. Berres

OurHeritage Archaeological Svcs, Inc.
983 Quail Run
DeKalb, Illinois 60115-6117
815-754-9611 / 758-5692 (fax)
Ohas.berres23@gmail.com

Dr. Rochelle Lurie

Dr. M. Catherine Bird

Dr. Clare Tolmie

Mr. Steven Katz

Midwest Archaeological
Research Services, Inc.
505 North State Street
Marengo, Illinois 60152
815-568-0680 / 0681 (fax)
Rlurie200@gmail.com
mcbmars@sbcglobal.net

Jim Snyder, MA

Civil & Environmental Consultants, Inc.
555 Butterfield Road, Suite 300
Lombard, IL 60148
630/963-6026 or 877/963-6026
Fax – 630/963-6027
jsnyder@cecinc.com

Dr. Cynthia L. Balek

Archaeology & Geomorphology Services
2220 Mayfair Avenue
Westchester, Illinois 60154
708-531-1445 / 562-7314
(fax)clb2220@gmail.com

Ms. Lynn M. Gieriek

ENSR International
27755 Diehl Road
Warrenville, Illinois 60555-3998
630-839-5332 / 836-1711 (fax)
lgieriek@ensr.com

Mr. Douglas Kullen

Burns & McDonnell

1431 Opus Place, Suite 400
Downers Grove, Illinois 60515
630/515-4626, Cell-630/408-2385
dkullen@burnsmcd.com

Mr. Phil Millhouse

ISAS (ILLINOIS STATE
ARCHAEOLOGICAL SURVEY) Northern
Illinois Survey Division
6810 Forest Hills Road
Loves Park, Illinois 61111
815/282-0762 / 0754 (fax)
millhous@illinois.edu

Dr. Leslie Kirchler

Images, Inc.
224 South Main Street
Wheaton, Illinois 60187
630/510-3944-Office
630/456-1870 – Cell
Leslie.kirchler@imagesinc.net

Ben Banks, Archaeologist

Atwell, LLC
1245 East Diehl Road, Suite 100
Naperville, Illinois 60563
866/850-4200
bbanks@atwell-group.com

Joseph Fluder/James Barrera

SWCA Environmental Consultants
4320 Winfield Rd. Suite 200
Warrenville, IL 60555
630/836-8717, James cell-817/821-9441
jfluder@swca.com

Veronica Parsell, MA

Cardno JFNew
6605 Steger Road, Unit A
Monee, IL 60449
708/534-3450, cell-574/229-8747
Veronica.parsell@cardno.com

William Whitehead

SWCA Environmental Consultants
4320 Winfield Road, Suite 200
Warrenville, IL 60555
630/836-8717
wwhitehead@swca.com

CENTRAL REGION

Ms. Karen A. Atwell

Farmland Archaeological Services
10475 N 2300 Avenue
Geneseo, Illinois 61254

309-507-1330

Karen@karenatwell.com

Mr. Keith L. Barr

Archaeological & Architectural Surveys
Old Inn Farm
Rural Route 1
Fairview, Illinois 61432
309-778-2536

Mr. Lawrence A. Conrad

Western Illinois Archaeology Research
Center, 1104 West Piper Street
Macomb, Illinois 61455
309-333-6783 or 836-3811
La-conrad@wiu.edu

Dr. Michael D. Wiant

Dickson Mounds Museum
10956 North Dickson Mounds Road
Lewistown, Illinois 61542
309-547-3721
wiant@museum.state.il.us

Dr. Charles L. Rohrbaugh

Archaeological Consultants
302 Kelly Drive
Normal, Illinois 61761
309-454-6590
crohr@springnet1.com

Mr. Gregory Walz

University of Illinois
Anthropology Department
Public Service Archaeology Program
1707 South Orchard Street
Urbana, Illinois 61801
217-333-1636 (fax same)
kpmcgowa@illinois.edu
gwalz@netonecom.net

More Central Listings – Over

CENTRAL REGION CON'T

Mr. Dale McElrath

University of Illinois Champaign-Urbana
UIUC-ISAS Statewide Office
23 East Stadium Drive
209 Nuclear Physics Lab (MC 571)
Champaign, Illinois 61820
217-333-0667 / 244-7458 (fax)

dmcelrat@illinois.edu

Mr. Mark C. Branstner
Great Lakes Research, Inc.
Post Office Box 2341
Champaign, Illinois 61825-2341
217-549-6990
mark.branstner@glrinc.org

Dr. Fred A. Finney
Upper Midwest Archaeology
Post Office Box 106
St. Joseph, Illinois 61873-0106
217-469-0106 (voice/fax same)
Cell 217-778-0348
FAFinney@aol.com

Center for American Archeology
(Kampsville Archeological Center)
Post Office Box 22
Kampsville, Illinois 62053
618-653-4316 / 4232 (fax)
gail@caa-archeology.org

Mr. David J. Nolan
ISAS (ILLINOIS STATE
ARCHAEOLOGICAL SURVEY) Western
Illinois Survey Division
604 East Vandalia
Jacksonville, Illinois 62650
217-243-9491 / 7991 (fax)
Macomb Lab 309-833-3097
Springfield Lab 217-522-4295/4395(fax)
djnolan@illinois.edu

Dr. Terry Martin
Illinois State Museum Society
1011 East Ash Street
Springfield, Illinois 62703
217-785-0037 / 2857 (fax)
martin@museum.state.il.us

Mr. Floyd Mansberger
Fever River Research
Post Office Box 5234
Springfield, Illinois 62705
217-525-9002 / 6093 (fax)
fmansberger@comcast.net

Mr. Joseph Craig
Prairie Archaeology & Research
Environmental Compliance Consultants
Post Office Box 5603
Springfield, Illinois 62705-5603
217-544-4881 / 4988 (fax)
jcraig@prairiearchaeology.com
jcraig@eccinc.org

METRO EAST REGION

Mr. Don Booth
SCI Engineering, Inc.
650 Pierce Boulevard
O'Fallon, Illinois 62269
Ph: 618-206-3034
Cell: 618 779-4281
dbooth@sciengineering.com

Dr. Joseph M. Galloy
Coordinator, American Bottom Field Sta
Illinois State Archaeological Survey
Institute Natural Resource Sustainability
University of IL at Urbana-Champaign
Wood River Laboratory
144C East Ferguson Avenue
Wood River, Illinois 62095
618-251-3922 / 3943 (fax)
galloy@illinois.edu

Dr. John Kelly
Central Mississippi Valley
Archaeological Research Institute
Post Office Box 413
Columbia, Illinois 62236
618-540-8109
jkelly@wustl.edu

Joseph Harl
Arch. Research Ctr. of St. L, Inc.
140 North Main Street
Post Office Box 241
Hecker, Illinois 62248
314-426-2577 / 2599 (fax)
arc@arcstl.com

SOUTHERN REGION

Michele Lorenzini
Mound City Arch. Services
70 Hairpin Drive, #12
Edwardsville, Illinois 62026-0012
314/723-2226
Lorenzini@moundcity.net

Mr. Steve Titus
American Resources Group, Ltd.
127 North Washington Street
Carbondale, Illinois 62901
618-529-2741 / 457-5070 (fax)
steve@argltd.com
archeology@argltd.com

Dr. Mark Wagner
Southern Illinois University
Center for Archaeological Investigations
Mail Code 4527
Carbondale, Illinois 62901

618-453-5031 / 8467 (fax)
bbutler@siu.edu

Mr. H. Blaine Ensor
Historic Properties Consultants (HPC)
1517 Oak St.
Murphysboro, Illinois 62966
Office 618/201-7435 or 9248
hbensor@gmail.com

Mr. Charles O. Witty
Looking Glass Prairie Archaeological
Reconnaissance (LGPARG)
613 West St. Louis Street
Lebanon, Illinois 62254
618/623-8749
Charles.witty@sbcglobal.net

Jessica L. Allgood
405 Palestine Road
Stonefort, Illinois 62987
859/707-6384
jessicaraycox@gmail.com

Dr. Philip G. Millhouse
Red Gates Archaeology
410 Wight Street
Galena, IL 61036
608/205-2753 / Cell-608/718-9324
philipgmillhouse@gmail.com



PROPOSAL

04/10/2018

Kendall County Forest Preserve
110 West Madison
Yorkville IL 60560

We hereby submit specifications and estimates for: ***Pump replacement proposal***

Includes:

- Provide confined space permit entry to wet well
- Pull and replace existing pumps
- Install Flygt Model #3152 rail system pumps. HP 20. FLA 27. PH 3. V 460
- Test check valves in dry well for back seating once pump are operational
- Test panel and floats for proper operation
- Verify conditions in system that have not yet been identified due to lack of proper operation

Excludes:

- Permits or fees
- Replacement or repair to parts or controls

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:
Forty-seven thousand, four hundred dollars and no/100 --- (\$47,402.00)

Payment to be made as follows: Due in full upon completion with cash, check or money order. A 2% capture fee will be add to credit card transactions.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manor according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: 

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date of Acceptance: _____

1 of 1

Upon acceptance, please sign proposal and return one copy to our office.

**585 A State Route 31
Oswego, IL 60543**

630.554.3336

**630.859.3336
630.892.7509 fax**

630.355.1133

David Guritz

From: Rick Kuhn [rick@rjkuhn.com]
Sent: Thursday, April 12, 2018 10:12 AM
To: David Guritz
Cc: Michele Keenan
Subject: RE: Hoover Access Trail/Road Conditions
Attachments: DOC041218-04122018100842.pdf

Dave,
Please see the attached quote for exact pump replacement.
I've replicated the verbiage below so you can copy and paste for your RFP.

I'm hoping to get quotes for comparable pumps yet this week.

Provide confined space permit entry to wet well
Pull and replace existing pumps
Install Flygt Model #3152 rail system pumps. HP 20. FLA 27. PH 3. V 460
Test check valves in dry well for back seating once pump are operational
Test panel and floats for proper operation
Verify conditions in system that have not yet been identified due to lack of proper operation

Thank you,

Rick Kuhn



www.rjkuhn.com

<http://www.facebook.com/rjkuhnplumbingheatingcoolingremodeling>

From: David Guritz [mailto:dguritz@co.kendall.il.us]
Sent: Wednesday, April 11, 2018 4:57 PM
To: Rick Kuhn <rick@rjkuhn.com>
Subject: RE: Hoover Access Trail/Road Conditions

Rick:

Please forward the information on pumps and specifications discussed earlier today. Our meetings for tonight were cancelled, but I need this information no later than Friday.

Thanks.

Dave

Dave Guritz
Director
Kendall County Forest Preserve District
(630) 553-4131
dguritz@co.kendall.il.us



SALES QUOTE

Customer Copy

Number	Q1716005
Date	4/18/2018
Page	1

5100 West Brown Deer Road • Brown Deer, WI 53223
Phone (800) 236-0112 • tapconet.com • Fax (800) 444-0331

Sell To Cust. C14121	Kendall Co. Forest Preserve Kim Olson 110 W. Madison St. Yorkville, IL 60560 USA			Ship To Cust.	Kendall Co. Forest Preserve 110 W. Madison St. Yorkville, IL 60560 USA	
Customer PO #	Expires	Slsp	Terms		Freight	Ship Via
CUSTOM MARKERS	5/31/2018	Deidre Jones	Net 30 DAYS		PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	Extension
111634	Marker,66" Dual Sided Brown No Decal,CIB306603	100	EA	14.64	\$1,464.00
SP TRAFFIC	Decal, Custom	200	EA	3.65	\$730.00
SP TRAFFIC	Custom Decal Setup	1	EA	55.00	\$55.00

Plus Shipping and Handling
Lead Time: 2-3 Weeks from Artwork Approval

Thank you! Deidre Jones
Email: Deidre.jones@tapconet.com
Phone: 262-649-5227

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
\$2,249.00	\$0.00	\$0.00	\$2,249.00

For terms and conditions, please visit: <http://www.tapconet.com/terms-and-conditions>

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

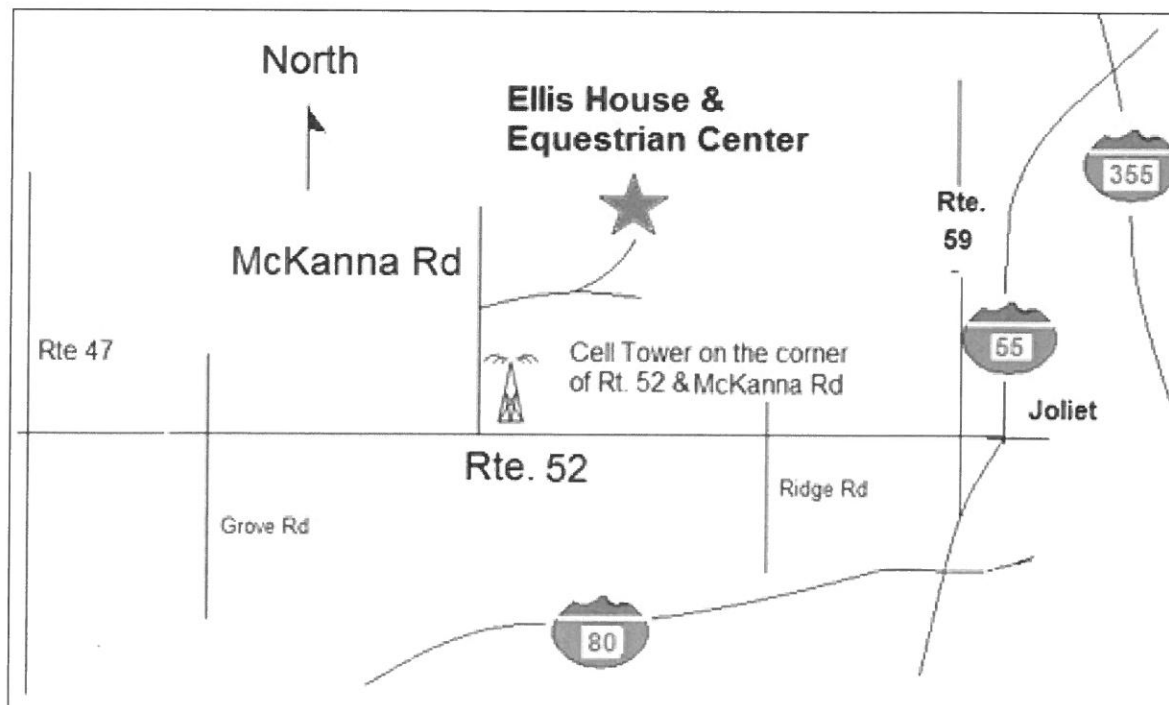
Baker Woods Forest Preserve – 2019 through 2021 Farm Lease Agreement Call for Proposals

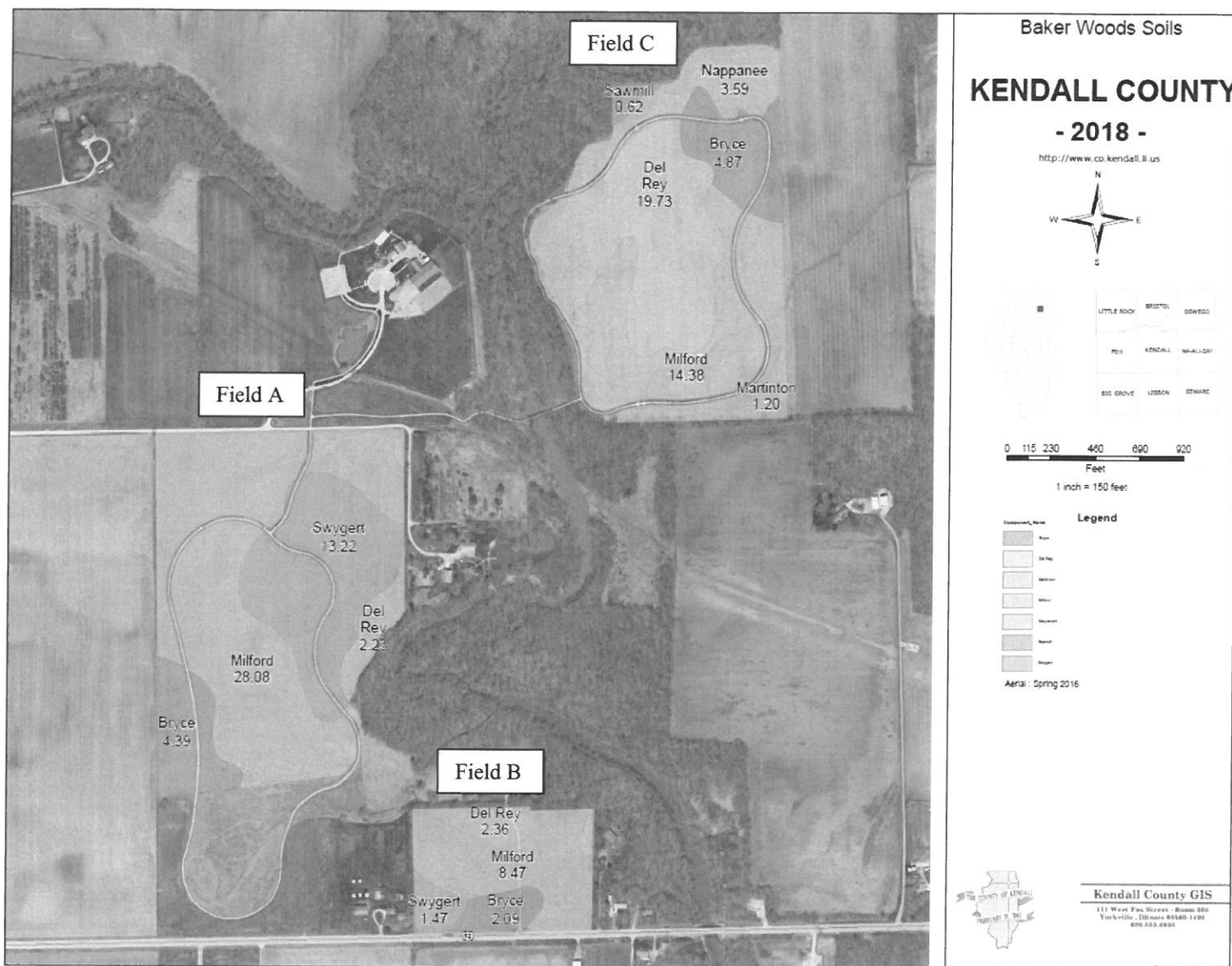
Legal Notice:

The Kendall County Forest Preserve District is accepting proposals from Farm Operators for the Leased farming of 106.7-acres of property located at Baker Woods Forest Preserve in Minooka, Illinois. The 106.7-acres are divided into three sections, with all sections accessible from improved roadway entrances and access routes. Bid packets may be picked up from the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560, or can be found online at <http://www.co.kendall.il.us/call-for-bids/>. Sealed bids will be accepted at the Kendall County Forest Preserve District's Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 12:00 PM on Friday, June 1, 2018. Bids will be opened and read aloud at 12:15 PM on Friday, June 1, 2018 in the Kendall County Historic Courthouse East Wing Conference Room. For more information, contact David Guritz, Director at 630-553-4131, or email at kcforest@co.kendall.il.us.

Location Maps and Parcel Soils Data

The Baker Woods Forest Preserve is located in Kendall County near the intersection of Route 52 and McKanna Drive in Minooka, Illinois 60447. Baker Woods Forest Preserve includes the Ellis House and Equestrian Center located at 13986 McKanna Rd., Minooka, IL 60447.





SOIL TYPES AND ACRES BY PARCEL		
Farm Parcel	Soil Type	Total Acres
A		
Parcel # 09-16-200-003	Bryce	4.39
	Del Rey	2.23
	Milford	28.08
	Swygert	13.22
B		
Parcel # 09-16-200-003	Bryce	2.09
	Del Rey	2.36
	Milford	8.47
	Swygert	1.47

C		
Parcel # 09-10-300-002 and 09-09-400-003	Bryce	4.87
	Del Rey	19.73
	Milford	14.38
	Martinton	1.2
	Nappanee	3.59
	Sawmill	0.62
	Total Acres	106.7
ACRES BY SOIL TYPE		
Soil Type	Acres by Soil Type	Percent of Total
Bryce	11.35	10.64
Del Rey	24.32	22.79
Milford	50.93	47.73
Swygert	14.69	13.77
Martinton	1.2	1.12
Nappanee	3.59	3.36
Sawmill	0.62	0.58
Total Acres	106.7	100
SOIL PRODUCTIVITY DATA - 2012		
Soil Type	Productivity Bu/Acre (Corn)	Productivity Bu/Acre (Soybeans)
Bryce	143	48
Del Rey	133	44
Milford	151	50
Swygert	140	46
Martinton	153	51
Nappanee	102	36
Sawmill	167	53

Productivity data source

<http://soilproductivity.nres.illinois.edu/table2revB810kro2012.pdf>

Bidder Instructions:

In order to participate in the bidding process, Farm Operators must fully complete the required **Statement of Professional Experience and Bid Form**.

Sealed bids will be accepted at the Kendall County Forest Preserve District's Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 12:00 PM on Friday, June 1, 2018. Bids will be opened and read aloud at 12:15 PM on Friday, June 1, 2018 in the Kendall County Historic Courthouse East Wing Conference Room. Sealed bids should be clearly marked "Baker Woods Forest Preserve Farm Lease Proposal."

Following bid opening, an apparent high bidder will be declared, with subsequent development of a three (3) year farm lease agreement with the Kendall County Forest Preserve District subject to approval by the Kendall County Board of Commissioners.

A copy of the Farm Lease Agreement contract template is included within this bid packet as **Exhibit 1**.

Data and reports regarding soil types, yields, soil test data, and recent history of application of lime and fertilizer treatments from Elburn Coop is included in the bid packet **Appendix**.

Insurance Requirements:

The successful bidder will provide the Kendall County Forest Preserve District with a Certificate of Insurance listing the Kendall County Forest Preserve District as additionally insured on the liability policy as a certificate holder. Certificate coverage must meet the following stated amounts:

- A. The Lessee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Lessor. Lessee shall purchase insurance with said company naming the Lessor as additional insured on the liability policy. Policy must cover all contractors hired by the Lessee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. The Lessee shall obtain and maintain, at the Lessee's expense, appropriate and adequate insurance coverage for the Lessee's personal property in amounts determined by the Lessor to be adequate.

**Baker Woods Forest Preserve – 2019 - 2021
Farm Lease Agreement
Statement of Professional Experience**

Farm Operator Name: _____

Farm Operator Address:

Address: _____

City: _____

State: _____

Zip Code: _____

Contact Information:

Home Phone: _____

Cell: _____

E-mail: _____

Statement of Professional Experience

(Please briefly summarize your experience as a Farm Operator including any education or specialized training received).

References

(Please provide three references from other Agricultural Industry Professionals and/or current property owners you are leasing property from for farming purposes).

Name	Contact Information	Title / Relationship

**Baker Woods Forest Preserve – 2019 through 2021
Farm Lease Agreement
Bid Form**

Farm Operator Name: _____

Base bid amount extended is

BASE BID AMOUNT: \$ _____ PER ACRE _____ (FIGURES)

BASE BID AMOUNT: _____ (WORDS)

All bidders are strongly encouraged to read through the Exhibit 1: Farm Lease Agreement Contract Template. The Farm Lease Contract will include provisions for calculating the required and non-negotiable formula-based yield payment for each farming year based on prevailing market rates.

**Baker Woods Forest Preserve – 2018 Farm Lease Agreement
Appendix**

Contents

- 1. Elburn Coop Report on Applied Fertility and Map (2 pages)**
- 2. Bushel Yield Data for 2015, 2016 and 2017 (6 pages)**
- 3. Kendall County GIS Soil Types (1 page)**
- 4. Elburn Coop Soil Test Results (16 pages)**

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

FARM LEASE AGREEMENT #18-XX-XXX

Baker Woods Forest Preserve – West Section

AGREEMENT made this ____ day of _____, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Lessor, and (Farm Operator Name), of (Permanent Address), Lessee, including all heirs and assigns.

WHEREAS, the Lessor is the owner of certain lands situated in the County of Kendall, Township of Seward and State of Illinois described as:

PIN#s: Field A and B: 09-16-200-013
 Field C: 09-10-300-002 and 09-09-400-003

WHEREAS, Lessee desires to use the above-described real estate for farming purposes and Lessor desires to have the real estate farmed.

WHEREAS, both Lessee and Lessor hereby agree that there are 106.7 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Lessor hereby grants to the Lessee a farm lease in exchange for the following goods, services, and considerations, submitted as a use fee for a term of three (3) years, beginning on January 1, 2019, and ending on December 31, 2021 subject to the conditions and limitations hereinafter mentioned.

Lessee shall pay Lessor a Base Rate of \$_____ per tillable acre for each of the three years of the lease agreement. The Base Rate shall be payable no later than May 30 for each of the three lease years, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

Lessee shall pay Lessor a Flexible Rate equal to:
(((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33%) - Base Rent
(See Exhibit A for example.)

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page one of this agreement.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Lessee, less the premiums paid on such policy(s).

The Flexible Rate is payable on or before December 31 of each Lease year. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Lessor.

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. The “Baker Woods Forest Preserve – 2019 through 2021 Farm Lease Agreement Call for Proposals” information packet and base rent bid sheet submitted by the Lessee is incorporated into and made part of this agreement as Exhibit B.
3. This Agreement grants only a contractual lease to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Lessee and no such rights shall vest in any of Lessee’s employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Lessee any legal or equitable interest in the Subject Property.
4. Lessor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Lessee to pay such taxes as are incurred during the term of this lease. In the event the Subject Property becomes taxable at any time during the term of this Lease, Lessee shall be required to pay those taxes that are incurred during the term of this Lease. At the termination of this Agreement, Lessee shall pay tax incurred during the term of this lease, though not yet due and owing. Where taxes have yet to be determined, Lessee shall pay the estimated taxes based on 100% of the previous year’s taxes. Any such taxes shall be prorated as needed.
5. The Lessor agrees that the Lessee may, without further license on the part of the Lessor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Lessee is responsible for maintaining the soil according to the methods adopted in Lessee’s farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Lessor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
6. The Lessee has inspected the Subject Property prior to signing this Agreement and accepts the condition of this “as is.”
7. The Lessee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
8. Lessee shall keep and provide to the Lessor the following records:
 - A. Soil Samples – The Lessee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Lessor. Soil test results shall be due to the Lessor by July 1. The Lessee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, elemental P (phosphorus) shall be maintained at 80 pounds per acre and elemental K (potassium) shall be maintained at 50 pounds per acre.

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

- ii. For soybeans, elemental P (phosphorus) shall be maintained at 50 pounds per acre and elemental K (potassium) shall be maintained at 75 pounds per acre.
 - B. Global Positioning System data of crops and yields harvested.
 - C. Fertilizers and rates applied.
 - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
9. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Lessee's expense for product and application. No carry over credit will be allowed from previous year's application.
10. If Lessee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Lessee farms the Subject Property for a period less than four (4) years, the Lessor will reimburse the Lessee for the cost of the limestone less the total annual depreciation. Lime shall be applied when soil pH is less than 6.2.
11. The Lessee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Lessor. Lessee shall provide grain sheets to Lessor.
- A. _____
 - B. _____
 - C. _____
12. It is agreed that the tillable land on this farm should be devoted to row crops. The Lessor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Lessee at the inception of this Lease with a seed mix approved by Lessor. Lessor shall provide map to Lessee showing buffer areas to be planted.
13. Pesticide Use
- A. Lessee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Lessee shall supply Lessor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Lessee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Lessor with a copy thereof.
 - B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
 - C. Lessee shall provide Lessor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
 - D. Lessee is responsible, at the Lessee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Lessor.

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

14. Lessee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

15. The Lessee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm in a careful and prudent manner.

16. Upon termination of this Agreement, Lessor may request the Lessee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing. Financial arrangement shall be mutually agreed upon by Lessor and Lessee should these services be requested.

17. Lessor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Lessee, as provided in this Lease.

18. The Lessee agrees that this Lease is purely a personal lease to use the Subject Property for farming purposes. The Lessor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Lessee. In the event of any termination, Lessor shall pay the Lessee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Lessee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, and fertilizer and pesticide costs, as provided in this section, Lessee hereby waives its rights to request or seek any other amount from Lessor in the event the License granted herein is terminated.

19. Insurance & Liability

- A. The Lessee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Lessor. Lessee shall purchase insurance with said company naming the Lessor as additional insured on the liability policy. Proof of such coverage must be on file with the Lessor on or before March 30th of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Lessee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Lessee shall obtain and maintain, at the Lessee's expense, appropriate and adequate insurance coverage for the Lessee's personal property in amounts determined by the Lessee to be adequate. Lessee shall provide a copy of all insurance policies to Lessor upon request of Lessor.
- C. Lessee shall hold harmless, indemnify, and defend the Lessor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Lessee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

the structures by Lessee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Lessee pursuant to this Agreement.

20. This Lease is not assignable or transferable to any person, company, or corporation, in whole or in part.

21. It is mutually agreed that the Lessee is an independent contractor, not subject to the control of the Lessor and is not an employee of the Lessor.

22. Lessee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Lessee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Lessor may, at Lessor's option, terminate this Agreement or direct Lessee to remove any such lien from the subject property. Lessee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Lessee, and shall be reimbursed by Lessee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

23. Lessee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

24. This Agreement 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.

25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

26. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

27. 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.

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

Lessor:

Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Lessee:

By: _____
Farm Operator

Date: _____

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

Exhibit A

Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\%) - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 30.

The flexible rate amount is due December 31.

SPECIFICATIONS AND DOCUMENTS

FOR

PROJECT #18-05-001

Kendall County Forest Preserve District – Hoover Lift Station Pump Replacements

The removal and replacement of two Flygt lift-station pumps for the Hoover Forest Preserve sanitary wastewater treatment system.

Replacement pumps shall be Xylem, Inc. Flygt pump model numbers _____, which installation shall require a valid confined space access and entry permit, and reconnection of leads to the electrical and alarm control panel.



Bid Opening Date: Friday, May 18, 2018

**KENDALL COUNTY FOREST PRESERVE DISTRICT
BOARD OF COMMISSIONERS**

JUDY GILMOUR, PRESIDENT

DISTRICT #1

BOB DAVIDSON

JUDY GILMOUR

AUDRA HENDRIX

MATTHEW PROCHASKA

JOHN PURCELL

DISTRICT #2

LYNN CULLICK

ELIZABETH FLOWERS

TONY GILES

MATT KELLOGG

SCOTT GRYDER

DIRECTOR

DAVID GURITZ

DGuritz@co.kendall.il.us

(630) 553-4131

SUPERINTENDENT OF GROUNDS AND RESOURCES

KIM OLSON

KOlson@co.kendall.il.us

(630) 553-5444

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Bid Notice

18-05-001

BN-1. DESCRIPTION

Notice is hereby given that the Kendall County Forest Preserve District is soliciting Bids for the above referenced project. This project, 18-05-001, The removal and replacement of two Flygt lift-station pumps for the Hoover Forest Preserve sanitary wastewater treatment system. Replacement pumps shall be Xylem, Inc. Flygt pump model numbers _____, which installation shall require a valid confined space access and entry permit, and reconnection of leads to the electrical and alarm control panel.

ADDITIONAL SCOPE OF WORK TBD.

BN-2. DATE FOR RECEIVING BIDS

The above-referenced bids must be received by mail or hand-delivered to the Kendall County Forest Preserve District Office located at the Kendall County Historic Courthouse at 110 West Madison Street, Yorkville, Illinois, **no later than 10:00 A.M., Friday, May 18, 2018.** Bids received after the submittal date and time will be rejected and returned unopened to the sender. Bids will be opened and read publicly on Friday, May 18, 2018 at 10:15 A.M. at the Kendall County Forest Preserve District Office.

Bid documents must be submitted in a sealed envelope clearly labeled “**Kendall County Forest Preserve District – Hoover Lift Station Pump Replacements**” that includes the following information:

“Kendall County Forest Preserve District – Hoover Lift Station Pump Replacements”

Name of the Firm Submitting the Bid

Name and Title of the Firm’s Authorized Representative

Official Corporate Address

Firm and Representative Contact Number

Date of bid opening as shown in the legal advertisement

Hour designated for bid opening as shown in the legal advertisement

BN-3. DISTRIBUTION OF BID DOCUMENTS

Service contracts are available electronically for download at <http://www.co.kendall.il.us/call-for-bids/>, 24 hours a day beginning on **Thursday, May 3, 2018**. From the Kendall County Forest Preserve District’s home page (<http://www.co.kendall.il.us/forest-preserve/>), click on “Bids and Proposals”, or they may be picked up at the Kendall County Forest Preserve District

Office at the Kendall County Historic Courthouse at 110 West Madison Street, Yorkville, Illinois, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. There is no charge or deposit for these documents.

BN-4. INQUIRIES

During the bid process, all inquiries must be directed in writing by **5:00 pm May 11, 2018** only to the Kendall County Forest Preserve District Director as follows:

Fax: (630) 553-4023

Email: dguritz@co.kendall.il.us

Any inquiries received shall be answered at the discretion of the Forest Preserve District. Replies will be issued to all bidders of record as Addenda and will become part of the Call for Bid/RFP at that time. Each Offeror shall be responsible for determining that it has received all Addenda issued. Contents of any Bids shall not be disclosed to any of the competition or offerors during the submittal process.

BN-5. DRAWINGS

Drawings for this project are:

- ☒ included in this document
See Exhibit A attachment.
- ☐ available separately from this document and are dated
- ☐ not included with this project

BN-6. BONDING REQUIREMENTS

- ☐ Security bid Deposit
- ☐ Surety Statement of Qualification for Bonding
- ☒ None

BN-7. PRE-BID FIELD INSPECTION AND CONFERENCE BY CONTRACTOR

Pre-Bid field inspection and conference attendance is required:

- ☐ No ☒ Yes

The pre-bid field inspection and conference will take place at Kendall County Forest Preserve District's Hoover Woods Forest Preserve located at 11285 West Fox Road, Yorkville, Illinois 60560 on Thursday, May 10, 2018 at 3:00 pm at Meadowhawk Lodge located at Hoover Forest Preserve, 11285 W. Fox Road, Yorkville, IL 60560.

Failure to complete the work within the specified time shall result in the contractor being charged liquidated damages in the amount of \$400 per day.

Bid Proposal
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Bid Proposal

Bid Proposal For: _____

Date: _____

Bid Submitted by: _____

Business Name: _____

FEIN#: _____

Contact Person: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone Number(s) : (____) _____ (____) _____

Fax Number: (____) _____

Having carefully examined the Legal Notice, Bid Notice, the Information for Bidders, General Conditions, Special Provisions, Detailed Specifications, Drawings, Addendums issued, and Contract Certification Forms prepared for the work entitled **18-05-001 consisting of the removal and replacement of lift station pumps at Hoover Forest Preserve**, as well as the premises and the conditions affecting the work, the undersigned hereby agree(s) to furnish all labor, labor materials, equipment, machinery, apparatus, implements, for the Work in accordance with the Contract Documents as noted.

TOTAL COST: \$ _____
(FIGURES)

TOTAL COST: _____
(WORDS)

UNIT PRICES REQUIRED

*Please include freight, delivery and any other charges in the unit price

The Kendall County Forest Preserve District is exempt from Federal Excise Tax, Illinois Retailers' Occupational Tax and Transportation taxes, therefore these taxes are not to be included in the Bid Proposal.

The prices set forth herein are in agreement with all Federal, State and Local Laws, Rules, Ordinances and Regulations.

Duration Of Bid Offer - Bidder agrees to be bound to the terms of its bid for a period of sixty (60) calendar days after the Bid Opening Date.

Corporate Officers

Owner / President: _____

Secretary: _____

Signature of Owner / President _____

Attest: _____ (Corporate Secretary)

Subscribed and sworn to before me this _____ DAY OF _____, 20____.

My Commission Expires:

X _____

Notary Public Signature

Notary Seal

Addendum Receipt

The receipt of the following addenda to the Drawings and Specification is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Exceptions to Specifications

IMPORTANT

Does the equipment or material offered comply with the Specifications?

YES _____ NO _____

If your answer is "NO" explain below each instance where the equipment or material offered does NOT comply with the specifications:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Mandatory Pre-Bid Conference and Field Inspection
Certification**

IF REQUIRED IN THE BID NOTICE

Date: _____

This is to certify that I attended the mandatory Pre-Bid Conference as required in the BID NOTICE.

This is to certify that I have completed the required field inspection as indicated by the BID NOTICE.

I am familiar with the existing conditions. Any condition not accurately specified in the Contract Documents and as found by my field inspection are attached.

Name

Signature

Official Capacity

Company Name

Telephone Number

NOTE: When Pre-Bid Conference and Field Inspection Attendance is required in the Bid Notice, this form must be filled in completely and returned with Bid or the Bid may be rejected.

Bidder's Information

Completion of this form is required

Bidder shall provide the names and qualifications of all key employees that would be involved in performing this Contract. Identify key employees and their responsibilities. If additional space is needed, feel free to use an additional sheet of paper.

Identify what services, if any, the Bidder will be coordinating through consultants or subcontractors. Name the consulting/sub-contract firms and addresses. How long have you been working with each consulting/sub-contractor firm? What experience do you have working together on similar projects?

Bidder's Experience

Completion of this form is required

Bidder shall provide a comprehensive list of projects where Bidder has provided similar work as required by this contract. Bidder may attach additional pages, if necessary.

Year:_____ Project:_____

Description:_____

Owner's Name: _____

Address:_____

Contact:_____

Telephone Numbers: _____

Email Address(es):_____

Year:_____ Project:_____

Description:_____

Owner's Name: _____

Address: _____

Contact: _____

Telephone Numbers: _____

Email Address(es): _____

Year: _____ Project: _____

Description: _____

Owner's Name: _____

Address: _____

Contact: _____

Telephone Numbers: _____

Email Address(es): _____

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Detail Specifications

Kendall County Forest Preserve District – Hoover Lift Station Pump Replacements

BP-1. GENERAL CONDITIONS

1.1 DESCRIPTION OF PROJECT: This project, 18-05-001, includes the removal and replacement of two Flygt lift-station pumps for the Hoover Forest Preserve sanitary wastewater treatment system. Replacement pumps shall be Xylem, Inc. Flygt pump model numbers _____, which installation shall require a valid confined space access and entry permit, and reconnection of leads to the electrical and alarm control panel..

The project shall complete within thirty (30) calendar days after issuance of the written notice to proceed. The District will make every effort to work with the contractor to establish a relationship that will allow for the timely completion of the work as detailed in the specification. The Director or Project Manager may adjust this time due to inclement weather or other unforeseen occurrence.

1.2 LOCATION OF WORK: The Work under this Contract is located in Kendall County, Illinois. Hoover Forest Preserve is located at 11285 West Fox Road, Yorkville, Illinois 60560. Please see included maps for detailed locations of the work.

1.3 EXAMINATION OF PLANS, SPECIFICATIONS AND SITES: Bidders shall inform themselves thoroughly as to all the difficulties that may be encountered in the complete execution of all the Work under the Contract.

The pre-bid field inspection and conference will take place at Kendall County Forest Preserve District's Hoover Woods Forest Preserve located at 11285 West Fox Road, Yorkville, Illinois 60560 on May 10, 2018 at 3:00 pm at Meadowhawk Lodge.

No pleas of ignorance of conditions that exist, or difficulties that may be encountered in the execution of the Work under this Contract, as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of said Contract specifications and drawings, nor will be accepted as a basis for any claim whatsoever for additional compensation.

1.4 KENDALL COUNTY FOREST PRESERVE DISTRICT'S RESPONSIBILITY AND AUTHORITY: All Work shall be done under the general supervision of the Director or Superintendent of Grounds and Resources, or other authorized representative. The authorized representative shall be known

as the Project Manager. The Director or the Project Manager shall decide any and all questions which may arise as to the quality and acceptability of material furnished, Work performed, rate of progress or Work and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

All claims of the Contractor, including requests for change orders, whether by addition to or subtraction from the Contract and/or payments thereunder, shall be presented to the Director. All such Change Order Requests shall be in accordance with GC-8 of the General Conditions.

1.4a SUSPENSION OF WORK: The Director or the Project Manager shall have the authority to suspend the Work, wholly or in part, for such periods as the Director or Project Manager may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the Work, or failure on the part of the Contractor to carry out the requirements of the specifications of the Contract. The Contractor shall not suspend operations without permission from the Director or the District's Project Manager.

In the event that the District is dissatisfied with the staff assigned, the performance or progress of the work, the District shall give the Contractor written notice in which the District shall specify in detail the cause of dissatisfaction. **Should the Contractor fail or refuse to remedy the dissatisfaction within five (5) working days after written notice is received by the Contractor, the District shall have the right to take control of the work and either make good the deficiencies, or direct the activities of the Contractor.** In doing so the District reserves the right to employ another Contractor, sub-contractor, staff and equipment, etc., as the District deems necessary and shall be entitled to collect from the Contractor any expenses in completing the work.

1.4b INSPECTION OF WORK: All materials and each part or detail of the Work shall be subject at all times to inspection by the Director or the Project Manager, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, Workmanship, and the diligent execution of the Contract. The Director or the Project Manager shall be allowed access to all aspects of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

The Contractor shall notify the District Project Manager twenty-four (24) hours in advance and on the morning of any workday giving the location of that day's Work. The District will make every effort to work with the contractor to establish a relationship that will allow for the timely completion of the work as detailed in the specification. The Director or the Project Manager will periodically inspect the Work and will be available should any problems arise. The method of notification shall be made primarily by email, text message, phone or fax. Method of notification shall be agreed upon by District Director or District Project

Manager & Contractor Project Manager when contract is awarded. Contractor's Project Manager is to respond to inquiries, questions or concerns from the District Project Manager or Director within forty-eight (48) hours.

The Director or the District's Project Manager shall periodically inspect the Work and shall be available should any problems arise.

1.4c EXAMINATION OF COMPLETED WORK: All completed Work will be inspected and approved by the Director or the Project Manager.

1.4d SUBCONTRACTS: At the time of the execution of this Contract, the Contractor shall submit to the Kendall County Forest Preserve District, for approval by the Director, a written list of subcontractors for the Work. Subcontractors may not be changed except at the request or with the approval of the Director. The Contractor shall bind all subcontractors to the terms of the Contract Documents and shall at all times be responsible for the acts and omissions of such subcontractors and their direct and indirect employees. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the Kendall County Forest Preserve District.

1.4e MATERIALS AND EQUIPMENT FURNISHED BY THE CONTRACTOR: All materials and equipment used in the Work shall meet the requirements of the respective Specifications, and no material or equipment shall be used without the consent of the Director or the Project Manager.

1.4f CHARACTER OF WORKERS: The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or subcontractors or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them. Any foreman or worker employed by the Contractor or subcontractor who, in the opinion of the Director or the Project Manager, does not perform the Work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Director or the Project Manager, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the Director or the Project Manager.

The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its drivers and crew members while on duty or in the course of performing their duties under the Contract. The Contractor shall also review and adhere to Section GC-6 of the General Conditions.

1.4g CLEANING-UP: The Contractor shall remove from the District's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operations or caused by their employees, and shall remove all surplus materials leaving the site smooth, clean and true to line

and grade. Grove and parkway areas, turf, trails and sidewalk shall be raked free of said debris. Residual flagging shall be gently removed from each area. Any debris displaced during the brush pick-up process, such as spillage in the roadway, shall be swept and removed. Grove, parkways and streets shall be cleaned to the satisfaction of the Director or the District Project Manager.

BP-2. SPECIAL PROVISIONS

2.1 SCOPE OF PROJECT: The Contractor shall furnish all labor, supervision, supplies, tools, equipment and other means necessary for properly performing and completing the Work. The Contractor shall obtain and pay for all required permits. The Contractor shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

The Contractor shall consider the District a primary client. The District demands proper response on all Work including but not limited to response to phone calls, text messages and emails. Contractor Project Manager is to respond to inquiries, questions or concerns from the District Project Manager or Director within forty-eight (48) hours. Contractor non-District obligations interfering with timely accomplishment of District Contract Projects will be grounds for termination of contract, unless authorized by the Director or the Project Manager.

DESCRIPTION OF SCOPE OF PROJECT ACTIVITIES

The Contractor shall comply with any and all necessary OSHA requirements.

All removal and replacement operations are to be performed so as to ensure public safety at all times.

The Contractor's personnel shall at all times present a neat and professional appearance and all Work shall be done and all complaints handled by the Contractors with due regard to the District's public relations.

The Contractor agrees that complaints of any nature shall receive immediate attention and that the Contractor shall make all efforts to effect a proper adjustment. All complaints and the actions taken by the Contractor, in connection with such complaints, shall be reported to the District. It is understood that the Contractor does not represent the District and has no authority to obligate the District for any payment or benefit of any kind to any person.

The Contractor shall keep the necessary guards and protective devices at Work locations to prevent accidents to the public or damage to property.

The Contractor shall perform the Work under this contract during normal business hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, except on Kendall County Forest Preserve District approved Holidays, unless otherwise authorized by the District. The Contractor may work on Saturday and Sunday with approval from the District to ensure that the Work does not impact any obligations the District may have to the users of the Preserve.

2.2 REPORTING: The Contractor shall keep daily records of work completed and all other reports it may deem necessary. The records will be turned into the Director's office preceding the completion of the Work and with the appropriate corresponding statement in the format designated by the Director.

2.3 SAFETY: When performing tree operations, the Contractor shall block off the path in the immediate area of the Work to prevent vehicles or pedestrians from entering the Work area. Suitable warning signs, "CAUTION - CONSTRUCTION AREA" or "CONSTRUCTION ACTIVITIES AHEAD" shall be erected at the intersection to adequately warn vehicles or pedestrians before they enter the Work area.

The Contractor is solely responsible for the methods and manner of accomplishing safe work under this agreement including following all OSHA requirements, including confined space entry permitting.

2.4 EQUIPMENT PARKING: The District will provide the Contractor with an identification Placard that must be displayed in all vehicles and equipment on site.

No over-night parking for equipment will be provided by the District on any of the District's properties, except as may be designated by the Director or District's Project Manager. The District shall not be responsible for damage done to Contractor equipment that may be stored on District property.

2.5 CLEANUP: The Contractor is responsible for removal and disposal of all debris and refuse from removal and replacement operations leaving the site with a clean and neat appearance subject to acceptance by the Director or the Project Manager, following the guidelines set forth in Section 1.4g – CLEANUP.

2.6 REMOVAL OF DEBRIS:

At no time shall the contractor bring debris onto District property from an outside job. This will result in immediate forfeiture of the contract.

All debris generated on this job is to be properly stockpiled on District Property, at the end of the work day by the contractor. All debris and other material generated by the work must be cleaned up and removed from the work site by the end of each work day.

No debris is to remain in the street, parking lots, paths, or sidewalks overnight.. Any debris left in these areas will be subject to a fine at a rate of \$250.00 per violation per day until resolved to the satisfaction of the District. The fine will be issued in the form of an invoice to be paid to the District before the final payment on the work of this contract. The District will make every effort to work with the contractor to establish a relationship that will allow for the timely completion of the work as detailed in the specification. However, the District reserves the right to enforce this fine if the detail of this specification is not being adhered to. Payment for removal and disposal of debris is to be included in the unit price.

Site is to be kept continually clean during removal operations.

1) Hoover Forest Preserve – Lift Station Area

Upon completion of the work (or portions thereof) the Contractor shall remove all equipment, surplus materials, and debris, leaving the site clean to the satisfaction of the District Project Manager.

Upon the start of the work the Contractor will be issued keys to access District worksites by the District Project Manager. Upon completion of all work under the contract the Contractor shall return all issued keys to the District Project Manager, final payment will be held until keys are returned.

No debris is to remain in the streets, parking lots or the sidewalks overnight. The District will make every effort to work with the contractor to establish a relationship that will allow for the timely completion of the work as detailed in the specification. Payment for removal and disposal of debris is to be included in the unit price.

Debris shall not be left on District property over the weekend (Saturday and/or Sunday) or a Kendall County Forest Preserve District approved Holiday, unless authorized by the Director or the Project Manager

The District is not responsible for any costs incurred to transport and dispose of any debris produced from operations. **The Contractor shall comply with Federal, State or County level regulations that are applicable to the Work of this Contract.**

The District may direct the contractor to dump debris at designated sites throughout the District where it does not create an unreasonable burden to the contractor.

2.7 DAMAGE TO PUBLIC OR PRIVATE PROPERTY: Any damage of private or public property as the result of the Contractor's operation shall be repaired immediately at the Contractor's expense. The Contractor shall report all damages including but not limited to sidewalks, fences, paved paths, parking lots,

picnic shelters, restrooms, buildings, light standards and other structures. Should the repair work not be instituted soon enough, or satisfactory in the opinion of the Director or the District, the District reserves the right to make the necessary repairs and deducts these costs from any monies due the Contractor.

2.8 UTILITIES: The Contractor shall, prior to removal, be responsible to notify J.U.L.I.E. (Joint Utility Locating Information for Excavators), so as to locate and mark any underground utility lines that may interfere with the Work. The contractor is responsible for utilities that may interfere with Work including but not limited to; scheduling service wire drops or shut down of power during removal operations.

2.9 ROADSIDE REMOVAL OPERATIONS: The Contractor shall be solely responsible for the legal management of traffic along all paths and roadways during work operation.

The Contractor is solely responsible for the methods and manner of accomplishing safe work under this agreement including following all OSHA and I.D.O.L. regulations and requirements.

Traffic control must conform to the standards set forth in the MUTCD (Manual of Uniform Traffic Control Devices). Appropriate signage shall be posted for construction operations to alert motorists and pedestrians of hazardous conditions. Workers on the roadways shall be required to wear Type 2 safety vests or equivalent.

2.15 MULTI-USE TRAIL REMOVAL AND REPLACEMENT WORK: The work to be done along any multi-use trail system must be done as to not negatively impact the ecologically sensitive areas of this Preserve. District staff will work closely with the Contractor to identify the areas of greatest concern.

The District understands that the work may result in some negative impacts to the trail. The District will monitor, along with Contractor, the impacts and staff/Contractor will mitigate as needed as long as damage is not excessive.

2.16 PROTECTION OF EXISTING PLANTS, SOIL & WILDLIFE: Care shall be taken not to damage plants designated to remain within the limits of removal work. Work shall be conducted to protect soils from rutting and compaction. The contractor shall be responsible to correct areas of soil disturbance at no cost to the District. The District reserves the right to suspend any or all work at any time, and may designate appropriate conditions acceptable for specified equipment use or tasks. Sensitive project sites may dictate strict adherence to condition requirements for specified tasks, these requirements shall be stated in writing by the District Project Manager and must be followed. Restrictions may be indicated due, but not limited to: fragile habitat, concern for native species such as spring ephemerals; protection of nesting birds and other

wildlife; erosion prone or sensitive topography. Project or task timeframes may be dependent upon site conditions and shall be followed as indicated.

2.17 TIME FRAME FOR WORK COMPLETION: The Contractor shall complete the Work within thirty (30) working days after issuance of notice to proceed. The District will make every effort to work with the contractor to establish a relationship that will allow for the timely completion of the work as detailed in the specification. The Director or Project Manager may adjust this time due to inclement weather or other unforeseen occurrence.

2.18 WORK PLAN: The Director or the District Project Manager, upon request, shall receive in writing, a Work Plan, which shall include, but not be limited to, an estimate of time to complete the Work and how the Work will be completed.

The District reserves the right to reject a Work Plan.

2.19 INVOICING: The Contractor shall send all invoices via email to dguritz@co.kendall.il.us as well as carbon copy the District Project Manager and other District staff directed per email.

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Information for Bidders

IB-1. PREPARATION OF BIDS

1. All Bids must be legibly completed either printed in ink or typed.
2. Bidder shall indicate a start time and completion time if the District has not so designated the same. (Said estimates are factors considered when awarding the Contract.)
3. Unit prices must be given for all items not marked "Lump Sum". All amounts must be extended and totaled. In the event of a discrepancy between unit prices and extended amounts, **the unit price shall govern.**
4. If the Bid is made by a partnership or firm, the bid must be executed by an authorized partner and acknowledged by the Secretary or any other officer authorized to bind the business entity. The signator shall print his/her name and provide his/her title, if any. The Bidder shall also provide the legal address of said partnership, corporation, or other business entity. A partnership, sole proprietor or business entity operating under an assumed name shall be registered as provided in the Illinois revised statutes, 1991, chapter 96, section 4 et seq. (Illinois revised statutes 1992 M 805 ILCS 4-5/1) Partnerships, corporations and/or other business entities submitting proposals must be registered and in good standing either with the Illinois Secretary of State or in the state in which they reside.
5. If the Bid is made by a corporation, the Bid must be executed by the President or designee and acknowledged by the Secretary and when applicable stamped with corporate seal. The signator shall print his/her name and provide his/her title. The Bidder shall also provide the legal address of said corporation.
6. **Alternate bids will not be considered unless specifically called for in the Proposal.**
7. All bidders must provide their federal employer identification number (FEIN).

IB-2. BID PROPOSAL

**STANDARD DISTRICT FORMS MUST BE UTILIZED FOR BID PROPOSAL
ALL INFORMATION MUST BE LEGIBLE!**

The Bid Proposal shall include the following information:

1. The Name of the Person, Firm, Partnership, Corporation or legal business entity.
2. The Address of the Bidder; FEIN number.

3. The Total Bid Amount in words and figures, and/or the Price Bid per quantity Specified, whichever is applicable.
4. The Bidder shall name a unit price and a Total Bid Amount, based on the estimate of quantity given for each and every separate item listed on the blank form of the Proposal.
5. Information must be complete, unconditional, clear, and unaltered as well as formatted in compliance with the District's standard format.
6. Acknowledgment of addendum receipt when issued.
7. Attendance at the mandatory pre-bid field inspection and conference, and submittal of pre-bid field inspection and conference form.
8. Certificate of qualification (notarized).
9. Bidder's History.
10. Executed contract (by authorized individuals).
11. Responsible Bidder Affidavit of Compliance.

BID PROPOSAL DOCUMENTS MAY BE REJECTED IF THE ABOVE CRITERIA ARE NOT SATISFIED. COMPLIANCE WITH THIS PROVISION SHALL IN ALL CASES BE DETERMINED BY THE DISTRICT'S DIRECTOR AND SUCH DETERMINATION SHALL BE FINAL.

IB-3. SUBMISSION OF BIDS

All bidders shall submit two (2) original signed bids (i.e., completed Bid Proposal section and Contract Certification section) sealed in an envelope. Bids must be received by mail or hand-delivered to the Kendall County Forest Preserve District Office located at the Kendall County Historic Courthouse at 110 West Madison Street, Yorkville, Illinois, **no later than 10:00 A.M., Friday, May 18, 2018.** The sealed envelope submitted by the bidder shall carry the following information on the face of the envelope:

“Kendall County Forest Preserve District – Hoover Forest Preserve Lift Station Pump Replacements”

Name of the Firm Submitting the Bid

Name and Title of the Firm’s Authorized Representative

Official Corporate Address

Firm Contact Number

Date of bid opening as shown in the legal advertisement

Hour designated for bid opening as shown in the legal advertisement

Any bid received after the date and hour set for the bid opening will not be considered and will be returned.

If only one bid has been submitted, it will not be opened. The Director will notify the only bidder to ask if the bid should be kept for the re-bid, which will be held at a later date or returned to them.

Any bid which fails to fully comply with the terms and conditions stated in the advertisement and bid notice for such project may not be considered. Bidders may not change, alter, add to or supplement in any way their bid after the date and exact time for submission of bids as specified in the advertisement for such project.

IB-4. FORM OF BID

Bids must be presented on the blank form of the proposal attached hereto and enclosed in the sealed envelope. Said envelope should be legibly marked, and addressed to:

**Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560**

IB-5. TIME OF STARTING WORK

Unless otherwise designated, the work shall commence within fourteen (14) calendar days after having received written notice to proceed from the District. The Contractor shall not commence work and/or furnish materials until receipt of such documentation.

IB-6. PROGRESS SCHEDULE

The successful Bidder shall submit a project progress schedule for the proposed work to the District prior to the start of work or construction.

IB-7. QUALIFICATIONS OF THE LOWEST BIDDER

All Bidders shall demonstrate, on the forms enclosed herewith, the Bidder's experience, organization, and qualifications with respect to the work involved. This determination may be based upon the information submitted by the Bidder or the District's independent investigation. The decision of the District in this regard shall be final.

IB-8. WITHDRAWAL OF BIDS

Bids may be withdrawn upon the written request of the Bidder prior to the time fixed for opening. No bid may be changed, amended or supplemented in any way after the exact time for submission of bids specified in the advertisement for bids.

IB-9. BIDDER WARRANTIES

The submission of a Bid Proposal shall constitute a warranty that: (a) Bidder has carefully and thoroughly reviewed the Contract Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (b) Bidder and all workers and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Contract Documents; and (c) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the District, or any of the County's employees, agents, or consultants, in preparing the Bid Proposal.

IB-10. INQUIRIES

DURING THE BID PROCESS, ALL INQUIRIES MUST BE DIRECTED, IN WRITING OR E-MAIL TO THE KENDALL COUNTY FOREST PRESERVE DISTRICT'S DIRECTOR AS FOLLOWS:

DAVID GURITZ
KENDALL COUNTY FOREST PRESERVE DISTRICT
110 West Madison Street
Yorkville, IL 60560

Fax: (630) 553-4023
Email: DGuritz@co.kendall.il.us

All project inquiries must be received no later than 5:00 p.m. on Friday, May 11, 2018. No inquiries after this date and time will be accepted for response. Any inquiries received shall be answered at the discretion of the Forest Preserve District. Replies will be issued to all bidders of record as Addenda and will become part of the Call for Bid/RFP at that time. Each Offeror shall be responsible for determining that it has received all Addenda issued. Contents of any Bids shall not be disclosed to any of the competition or Offerors during the submittal process.

IB-11. RIGHT TO ACCEPT AND REJECT BIDS

The District reserves the unqualified right to reject or accept any and all Bids or any combination thereof, if applicable, which, in its sole and absolute judgment, will best serve the public interest. In the event equal Bids are received, the District reserves the unqualified right in its absolute and sole discretion, to accept the bid from the contractor that the District deems most qualified and/or that will, under all circumstances, best serve the public interest. The District reserves the right to reject any proposals that are incomplete, conditional, and/or obscure or contain alterations and/or additions to, standard bid specifications and the General Conditions issued by the District.

The District reserves the right to accept the Bid of any other Bidder within ten (10) calendar days from such default. The acceptance of such Bid after default shall have the same effect on the subsequent successful Bidder as though he/she were the original successful Bidder.

IB-12. CONDITIONS OF THE WORK

Each Bidder is charged with the responsibility of acquainting themselves, by personal examination, with the location of the proposed work, and shall, therefore, be informed of the actual conditions and requirements of the work, including risks, means of access, and character of the proposed location of work, restrictions and regulations. Failure to do so will not relieve a successful Bidder of its obligations to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the contemplated work for the amount set forth in the Bid.

The submission of a Bid shall constitute and imply full knowledge of such conditions and regulations and acceptance of the risks contained therein. Where tree diameters are indicated on Plans, it is understood that they were made at breast-height in the usual manner and with reasonable care, and their location has been recorded in good faith. There is no expressed or implied agreement that the tree diameters have been correctly indicated, and Bidders should take into account the possibility that conditions affecting the work may differ from those indicated.

IB-13. SCHEDULE AND SEQUENCE OF WORK

The District reserves the right to schedule the Bidder's operations on various sections of the work and/or designate the sequence of operations whenever the District deems necessary due to job conditions, inclement weather or for reasons that are in the best interest of the District. Bidder shall not be entitled to any additional compensation from the District.

IB-14. LAWS AND REGULATIONS – PUBLIC CONTRACTS

This contract is a competitively bid public contract with the Kendall County Forest Preserve District, subject to laws and ordinances governing public contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations, and codes of the Federal, State, County, and other local government agencies which may in any manner affect the preparation of the Bid Proposal or the performance of the Contract. If the Bidder observes that any of the Contract Documents are at variance therewith, it shall promptly notify the District's Director in writing and necessary changes shall be effected by appropriate modification in writing.

IB-15. CONTRACT

All bidders shall sign and attest the enclosed Contract Agreement on behalf of their organization and submit this contract with their Bid. The District will sign the contract only after the District's Board of Commissioners awards the contract and all required insurance requirements are met. The Successful Bidder shall have fourteen (14) calendar days from the date of the mailing of the Notice of Award to supply the District with all acceptable and required insurance. Failure to adequately provide said insurance for any reason within the specified time may result in the District declaring Successful Bidder has failed to execute the Contract. The District then may place Bidder in default.

The District, at its option, may require any Bidder or Bidders to submit sworn statements, properly executed, supplying requested information and data relative to the experience, equipment and financial resources of the Bidder.

Said Contract must be executed in accordance with the provisions of the Section entitled "IB-1. Preparation of Bids," cited above.

Should any conflict exist between this document and the General Conditions of the Contract once a bidder has been awarded the project – The General Conditions of the Contract shall dictate and prevail.

IB-16. HUMAN RIGHTS

No person who is a party to a contract with the District shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provisions of district facilities, services or programs.

No person who is a party to a contract with the District shall commit unlawful discrimination and must 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.

Persons who are party to a contract with the District 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.*

IB-17. MAXIMUM & MINIMUM

The maximum amount of work performed that the District will be obligated to compensate under this Contract is the quantity stipulated, delivered and accepted by the District. However, nothing contained herein shall be construed as an obligation of the District to order or pay for any quantity of material or work performed to be immediately necessary in anticipation of, or for the prosecution of the work.

IB-18. INDEMNIFICATION & HOLD HARMLESS

The Bidder agrees, by his/her Proposal, to defend, indemnify, save and hold harmless the Kendall County Forest Preserve District and its President, Commissioners, officers, employees, and agents from any and all claims, demands, losses, damages, action or actions, charges, judgment or judgments that may arise as a result of the work performed under the Contract, which includes, but is not limited to, labor and materials employed in the manufacture or delivery of the equipment, claims relating to inventions, patents and patent rights, attorney fees and costs, etc.

IB-19. EXEMPTION FROM TAXES

The District is exempt from all manufacturers' and retailers' Federal Excise Taxes directly applicable to the completed items covered under this Proposal.

Legislative Act amending section 2 Retailers' Occupational Tax exempts the District as of March 21, 1963.

All Bids made hereunder are made with the understanding that the District will benefit and that Federal Excise Tax, Illinois Retailers' Occupational Tax and Transportation Tax has not been included in the Unit prices.

The Director of the District will issue appropriate tax exemption certificates upon request.

IB-20. INCREASE OF PRICE

The Contract Price shall not be increased for any reason without the prior documented approval of the Board of Commissioners of the Kendall County Forest Preserve District. Thus, the Bidder will not, under any circumstances, receive any increase of the Contract Price without said prior documented approval.

IB-21. CHANGES

There shall be no changes in specifications under any circumstances for any reasons, unless the Director of the Kendall County Forest Preserve District has approved the same in writing. Under no circumstances shall there be any oral claims or oral orders for any changes.

IB-22. REJECTION

Equipment, supplies or work that fails to comply with the specifications stated herein with regards to design, material or workmanship are subject to rejection and may, at the option of the District, be rejected. The decision of the Director of the Kendall County Forest Preserve District is final.

IB-23. REPLACEMENT

Materials, components or work that has been rejected by the District, in accordance with the terms of the Contract, shall be replaced by the Awarded Bidder at no cost to the District.

IB-24. REMOVAL

After the District has mailed written notice to the Awarded Bidder indicating that the materials, components or final work has been rejected, the Bidder shall, within ten (10) calendar days, remove the same from the District's property at the Bidder's sole expense.

All materials, components, equipment, tools, appliances, etc. shall be removed from the District's property within ten (10) calendar days after the completion of the Work performed under the Contract. Vendor's failure to remove said materials, components, equipment, tools, appliances, etc. after completion of the Work performed may be subject to a storage and / or removal fee by the District.

IB-25. INSPECTION

The District shall have the right to inspect the property, materials, work etc. herein specified and/or described.

IB-26. DURATION OF BID

Bidder agrees to be bound to the terms of its bid for a period of SIXTY (60) calendar days after the bid Opening Date.

IB-27. NON-DISCRIMINATION

The Kendall County Forest Preserve District does not discriminate on any basis in treatment or employment of District programs or services.

Contract Agreement

Contract Agreement	2
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Contract Agreement

COMPLETION OF THIS FORM IS REQUIRED

The undersigned acknowledges receipt of contract documents and addenda as indicated within the contract documents.

The undersigned makes the foregoing bid in the total amount of:

\$ _____
(FIGURES) (WORDS)

subject to all of the terms and conditions of the contract documents. The undersigned certifies that all of the foregoing statements of the vendor certifications are true and correct.

The undersigned acknowledges that if awarded this contract they will not commence work until they are in receipt of formal written notification to proceed from the District.

(TO BE FILLED IN BY KCFPD)

This contract agreement made and entered into this _____ day of _____, 20____ by and between the Kendall County Forest Preserve District, an Illinois Special District, (hereinafter referred to as "the District") and

_____, located at

_____ in _____
(hereinafter referred to "the Contractor"). The District and the Contractor at times being collectively referred to as "the Parties". The Contractor covenants and agrees to furnish all labor, materials, equipment and service of every kind, and to do and perform each and every act and thing necessary or proper for:

CONTRACT# 18-05-001

Kendall County Forest Preserve District – Hoover Lift Station Pump Replacements

In accordance with all Contract Documents, including all specified terms and conditions, hereto attached and to fully complete said work in accordance with the true intent and meaning of the Contract Documents without any further, other or different expense of any nature whatsoever to the District as herein elsewhere more particularly described. All bidders signatures are required upon bid submittal.

Kendall County Forest Preserve District
of Kendall County, Illinois

Contractor:

Judy Gilmour, President of KCFPD

PRESIDENT OR DESIGNEE

Title

Attest: _____
Secretary
(Affix Corporate Seal here)

Attest: _____
Secretary
(Affix Corporate Seal here)

General Conditions

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General Conditions of the Contract

GC-1. CONTRACT DOCUMENTS

The term "Contract Documents" shall include the Bid Notice, Information for Bidders, General Conditions, Special Provisions, Addenda issued, Specifications and Plans, Bid Proposal, contract certification forms and all written Supplemental Agreements.

The Contract Documents are complimentary and cumulative and what is called for by any one shall be as binding as if called for by all.

GC-2. DEFINITION OF TERMS

Whenever the following terms in quotations appear in any of the Contract Documents they shall be interpreted as follows:

- a. "**District**" - The Kendall County Forest Preserve District, Illinois;
- b. "**Vendor**" - The person, firm or corporation who or which has entered into this contract. This definition also applies to the use of "Contractor";
- c. "**Director**" - The Director of the Kendall County Forest Preserve District, Illinois, or his authorized representative;
- d. "**Inspector**" - The authorized representative of the Director assigned to make detailed examination of any or all portions of the equipment, vehicles, work or materials hereof;
- e. "**The Work**" - The purchase(s) to be made under the Contract, as indicated, specified or implied in the Contract Documents;
- f. "**Specifications**" - All documents of any description made or to be made pertaining to the quantity, method or manner of performance of the work;
- g. "**Purchase Order**" - A written order signed by the District's Director and mailed to the Vendor at his/her official place of business.

GC-3. SPECIFICATIONS

- a. **Check Specifications**: The Vendor shall check all Specifications furnished to them and promptly notify the Director of any discrepancies. Figures marked Specifications shall in general be followed. The Vendor shall compare all

Specifications and verify the figures before beginning the Work, and will be responsible for any errors which might have been avoided thereby.

- b. Interpretations and Instructions: All questions regarding the figures and Specifications, and the interpretation thereof and resolving of conflicts and inconsistencies therein shall be determined by the Director. Deviations from the Specifications, whether or not error is believed to exist, shall be made only after authority in writing is obtained from the Director.
- c. Conflicts and Omissions: Anything mentioned in the Detailed Specifications and not mentioned in the other outlined Specifications and/or General Conditions of the Contract shall be of like effect as if shown or mentioned in both. In case of any difference between the Specifications, or this Contract, the Specifications shall govern. Omissions from the Specifications or the misdescription of details, which are evidently necessary to carry out the intent of the Specifications, or which are customarily performed, shall not relieve the Vendor from performing such omission and details of the Work, but they shall be performed as if fully and correctly set forth and described in the Specifications.
- d. Additional Plans: The District may prepare written supplementary specifications showing any additional or revised details for the Work as may be required. The Vendor agrees to be bound by such supplementary specifications.

GC-4. AUTHORITY AND DUTIES OF THE DIRECTOR

- a. Status of the Director: The Work shall be subject at all times to the supervision and direction of the Director and/or his/her authorized representatives. To prevent disputes and litigation, it is mutually agreed that the Director shall in all cases determine the amount or quality of the various kinds of Work and the quality of materials and workmanship to be paid for under this Contract, and he/she shall decide all questions which may arise relative to the performance of the Work covered by this Contract. The Director may amend or correct any errors or omissions in the Specifications when such amendments or correction are necessary to make definite the intent indicated by a reasonable interpretation of the Contract requirements. The Director shall have full power to reject or condemn all equipment, vehicles, materials furnished pursuant to /under this Contract which, in his/her opinion, does not conform to the terms and conditions expressed herein. In giving instructions, the Director shall have authority to make minor changes in the Work, not inconsistent with the purposes of the Work. No extra Work or change

shall be made unless in pursuance of a written order, except in an emergency endangering life or property.

- b. Inspection: The Director shall have full access to the Work at all times for inspection purposes, and shall be furnished by the Vendor with facilities for ascertaining whether the Work is being performed or has been completed in accordance with the requirements of the Contract to the extent of uncovering, testing or removing portions of finished work. The presence of the Director shall in no way lessen the responsibility of the Vendor. In case of disputes between the Vendor and the Director as to equipment, vehicles, materials furnished or manner of performing the Work, the Director shall have authority to reject the same or suspend the Work until the question at issue can be decided by the District's Director. The Director is not authorized to revoke, alter, enlarge, relax or release any requirements of the Specifications, or to approve or accept any portion of the Work, or to issue instructions contrary to the plans and specifications.

GC-5. RIGHTS AND RESPONSIBILITIES OF THE DISTRICT

- a. Land for the Work: The District shall provide the lands and easements and/or licenses for the use of lands to be performed under this Contract. All necessary additional land required for the temporary storage of equipment, vehicles, materials, etc. together with right of access, shall be provided by the Vendor unless otherwise specifically provided for by the District.
- b. Right to do Work: The District reserves the right to let other contracts in connection with the Work and the Vendor shall allow other Vendors reasonable opportunity for the introduction and storage of their materials and execution of their work, and shall properly connect and coordinate this work with theirs.

If the Vendor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after three (3) days written notice to the Vendor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Vendor.

- c. Right to Suspend Work: The District also reserves the right to suspend the Work, wholly or in part, for such period of time as may be necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the Work; or for such time as is necessary by reason of failure on the part of the Vendor to carry out orders given, or to perform any or all provisions of the Contract, and no additional compensation shall be paid the Vendor because of such suspension.

d. Breach & Default Contract

The vendor shall be in breach of this contract for any one or more of the following reasons:

1. Failure to begin the work of this contract within the specified time;
2. Failure to perform the work with sufficient workers and equipment or with materials to ensure the completion of said work with the specified time;
3. Performance of the work in an unsatisfactory manner;
4. Failure or refusal to utilize the mandatory seeds, materials and other such items to complete the work as is necessitated;
5. Refusal to remove material or perform such work as shall be rejected as defective or unsuitable;
6. Discontinuance of execution of work of work or impairing the reasonable progress of the work;
7. Becoming insolvent, being declared bankrupt insolvency;
8. Assignment of this contract for the benefit of creditors without the approval of the Director;
9. Any cause whatsoever which impairs the carrying on of the work in an acceptable manner.

Upon breach of contract, the Director will give notice in writing to the contractor specifying the breach. The vendor thereafter shall have within Ten (10) calendar days to cure the breach. Should the contractor fail to cure this breach, the District shall take all appropriate action as provided by the contract, including the right to terminate this contract and the right to pursue all remedies by law or equity.

- e. Acceptance not a Waiver of Rights: The District shall not be precluded or stopped by any acceptance of the Work and/or payment thereof from recovering from the Vendor and his sureties such damages as the District may sustain by reason of the Vendor's failure to comply with the terms of the Contract. Acceptance of any work shall not function, operate or be construed as waiver of any kind.

Termination for Convenience: The District may terminate this Contract, or any portion, at any time by notice in writing from the District to the Contract-

tor. If the Contract is terminated by the District, the Contractor shall deliver to the District all finished or unfinished documents, data, studies and reports prepared by the contractor under this contract and these shall be and become the property of the District. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/goods actually provided. Payment so made to the Contractor shall be in full settlement for services rendered under this Contract. No additional payments, penalties and/or early termination charges, beyond those described above shall be required upon termination of the Contract.

GC-6. LEGAL RELATIONS AND RESPONSIBILITIES OF THE VENDOR

In addition to the remaining indemnification duties articulated within this document, the Vendor shall indemnify, save and hold harmless the District and all of its Commissioners, officers, agents and employees against any claim, liability, demand, loss, damage(s), injury(ies), action(s), charge(s), judgment(s), etc., arising from or based upon the violation of any such law, rule, ordinance or regulation, whether by himself or his employees and whether at law or in equity.

- a. Patents and Permits: The Vendor shall pay all royalties and shall indemnify, save and hold harmless the District from any claim for infringement by the reason of the use of any patented design, device, material or process to be performed or used under the Contract. Unless specifically stated otherwise, the Contractor shall obtain all permits and pay for all fees required for performance of the Work under this Contract.
- b. Guarantees and Warranties: All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of the Kendall County Forest Preserve District. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied. All guarantees and warranties shall be submitted to the Director and a written approval shall be issued to the Vendor before any such equipment, vehicle or material is ordered and incorporated in the Work by the Vendor.
- c. Protection and Restoration of Property: The Vendor shall use every precaution to prevent the damage or destruction of all public, corporate and private property of every description as it relates to this Contract. Whenever such property has been damaged or destroyed the Vendor shall, at his own expense, restore the same to a condition similar or equal to that existing before

such damage or injury was done, by repairing, rebuilding, replacing, etc., it as may be directed or otherwise make good such damage or destruction in an acceptable manner. The Vendor shall at all times consult with and obtain the approval of the Director for the storage of equipment, vehicles, material, operations of equipment, placing of temporary structures or dispositions of any surplus or waste materials upon property of the District.

No undesignated trees, shrubs or plant growth shall be cut, trimmed or damaged except with the approval and under the direction of the Director. All trees or shrubs within or adjacent to the limits of operations, not designated to be removed, shall be adequately protected from damage or injury by methods meeting the Director's approval.

Vendor shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Vendor or used under their direction during the Project. Vendor shall also remove all surplus materials, excavation, and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, within a reasonable time or as directed Director, except those materials which have otherwise been designated to remain on site or are directed by the District Director to be left on site.

- d. Responsibility for the Work: The Work shall be under the charge and care of the Vendor and the Vendor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the Work. The Vendor shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the Work occasioned by any of the above causes before the final completion and acceptance of the Work.
- e. Notification of Public & Private Utilities: The Vendor shall notify J.U.L.I.E. for public utility locations and the Project Manager for the District's private utilities at least 48 hours prior to commencement of work so that they may locate and stake out such services that may be affected. Any services or utilities so damaged by the Vendor will have to be replaced and/or repaired by the Vendor at Vendor's expense.
- f. Public Convenience and Safety: The Vendor shall at all times conduct the Work in such a manner as to cause the least inconvenience and greatest protection to the general public. The Vendor shall furnish and maintain barricades, warning signs, red flags and lights and temporary passage ways as may be necessary to protect the Work and safeguard the public. The cost of

furnishing and maintaining such above facilities shall be incidental to the Contract and no extra compensation will be allowed therefore.

- g. Sanitary Provisions: The Contractor shall observe all rules and regulations of the health department and shall take precautions to avoid creating unsanitary conditions. Necessary sanitary conveniences shall be constructed and maintained by the Vendor at such point and in such a manner as shall be approved by the Director.
- h. Subletting/Sub-contracting: In the event the Vendor sublets or subcontracts any portion of the Work, the Vendor and subcontractor(s) must at all times and in all aspects comply with the terms of this Agreement. The Vendor shall at all times keep the District and its property free and clear from all liens of whatever kind and/or nature. Failure to do so shall result in the withholding of payment(s) until said lien is removed by properly being filed and recorded with the Recorder of Deeds Office where the lien was originally filed and recorded. Vendor hereby waives any claim of lien against subject premises on behalf of Vendor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Contract.
- i. Background Checks/Security: Vendor shall exercise general and overall control of its officers, employees and/or agents. Vendor agrees that no one shall be assigned to perform work at the District's facilities on behalf of Vendor, Vendor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Vendor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that the individual shall not be assigned to perform work on or at the District's facilities absent prior written consent from the District. The District, at any time, for any reason and in its sole discretion, may require Vendor and/or Vendor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

GC-7. INDEMNIFICATION AND INSURANCE

- a. Indemnity: Vendor shall indemnify, hold harmless and defend with counsel of the Kendall County Forest Preserve District's own choosing, the District, its invitees, officials, officers, employees, including their past, present, and future commissioners and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or

damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Vendor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Vendor in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the District, its officials, commissioners, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney. The District's participation in its defense shall not remove Vendor's duty to indemnify, defend, and hold the District harmless, as set forth above.

The District does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

- b. Insurance Coverage: The Contractor shall maintain in force at his/her expense the following insurance, it being understood that the District shall have the right to reasonably require the Contractor to adjust the coverage limits set forth below at any time:

Insurance against damage or destruction to the District's property and all Property, whether or not owned by the District, that is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement costs (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

Statutory worker's compensation coverage, and employer's liability coverage in the amount of \$500,000 bodily injury by each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit, or such lesser amount as may satisfy carriers of the Contractor's umbrella liability coverage.

Automobile liability coverage for bodily injury and property damage with a combined single limit per accident of \$1,000,000 for any owned, non-owned or hired automobile.

Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project. Such Insurance shall include product liability and completed operations coverage and a broad form gen-

eral liability endorsement (ISO Form GL-0404 or its equivalent). Where professional services are to be rendered under the Contract, professional liability insurance coverage in an amount of \$1,000,000 combined single limit shall also be obtained by the Contractor.

Umbrella liability coverage, (in form no less broad than underlying coverage) to apply in excess of automobile, general, contractual and employer liability, in an amount necessary to increase overall coverage to \$1,000,000 per occurrence and \$1,000,000 aggregate.

- c. Insurance Requirements: All policies of insurance required hereunder shall be written by carriers which possess an A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

All policies of liability insurance shall name the Kendall County Forest Preserve District as an Additional Insured. All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty days' prior written notice thereof has been provided to the Additional Insureds.

- d. Insurance Certificates: Not later than the date on which coverage is to be provided hereunder and prior to the commencement of subsequent insurance renewals, Contractor shall furnish to District a certificate evidencing the required coverage.

The Kendall County Forest Preserve District's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to The Kendall County Forest Preserve District in this Agreement.

GC-8. SCOPE OF WORK

Intent of Contract Documents: The intent of these documents is to prescribe a complete outline of the Work which the Vendor undertakes to do in full compliance with the Contract. The Vendor shall furnish all equipment, vehicles material, labor, tools, equipment, appliances, appurtenances and incidentals (except as otherwise specified in the Contract) and shall include the cost of these items in the bid prices.

Alterations, Extensions and Deductions: The District reserves the right to alter the plans, extend or shorten the scope of work, add such incidental Work as may

be necessary, and increase or decrease the quantities of work to be performed in accord with such changes, including the increase, reduction, or cancellation of any one or more of the unit price items. Such changes shall not be considered as a waiver of any condition of the Contract nor to invalidate any of the provisions thereof. Any Change Orders proposed by Vendor that increase the costs of services or the time in which the project will be completed must be in compliance with 720 ILCS 5/33E-9 and must be approved by the Board of Commissioners of the Kendall County Forest Preserve District.

Additional Work: When changes in the Purchase Order or Specifications result in an increase in the quantities of Work, then such Work shall be paid for at the Contract unit price or prices in the same manner as if such Work had been included in the original estimate.

In case the total value of the work involved in the changes requires a supplementary agreement, and/or the nature and scope of the additional work is such as to require working methods or equipment more costly than those required for the bid quantities, then the Contractor may ask for an adjustment in unit prices, but no change shall be made by the District without evidence that such prices are fair and equitable to both parties concerned.

GC-9. QUALITY OF THE WORK

- a. Inspection and Testing Materials and Equipment: All materials and equipment shall be subject at all times to such tests and inspection as designated by the Director. The Vendor shall give sufficient advance notice to permit tests to be completed before equipment, materials etc. is/are purchased.

Unless otherwise specified the District will bear the cost of all inspections and testing of equipment, materials etc.

- b. Defective Equipment, Material, etc. When any equipment, material etc. does not conform to the requirements of the Specifications, such equipment, material etc. shall be considered defective and shall be removed and renewed or made satisfactory, as directed by the Director, at the expense of the Vendor.

GC-10. PAYMENT FOR WORK

Scope and Basis of Payment: Payment under this Contract is solely based upon the Vendor completing the defined scope of work in accordance with the terms of the Contract Documents.

The final amount of monies due the Vendor shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* The District re-

serves the right to reject any portion of the invoice(s) that is outside the scope of the approved Project work or outside the scope of any additional approved work.

The final amount of monies due the Vendor will be paid after final acceptance, provided it is shown that all sums of money due for supplies/service the purpose of such improvements have been paid or that the party or parties to whom the same may be due have consented to the final payment to the Contractor.

In the event the District is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the District agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-appropriation of funds, the District and/or Vendor have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

GC-11.COMPLETE AGREEMENT

The Contract Documents as defined herein shall serve as the complete agreement between the Parties, and there are no other agreements, representations, or understandings, oral or written, between the Parties. No alteration, modification or amendment to this Agreement shall be valid unless in writing, signed and approved by all authorized representatives or agents.

GC-12.NOTICES

Any notice required or permitted to be given pursuant to this Contract shall be in writing, and either personally delivered or sent by registered or certified mail return receipt requested and addressed as follows:

to the District:

David Guritz, Director
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, Illinois 60560

with Copies to:

State's Attorney's Office
807 West John Street
Yorkville, Illinois 60560

To the Vendor at:

GC-13.SEVERABILITY CLAUSE

If any provision of this Agreement shall be held to be invalid, unenforceable or void by a court of competent jurisdiction, the remainder of this Agreement and such provisions shall remain in full force and effect.

GC-14.GOVERNING LAW

This Contract is an Illinois contract and shall be governed by, enforced and construed in accordance with the laws of the State of Illinois without regard to principles of choice of law. Venue shall be proper only in a court of competent jurisdiction located within the County of Kendall, Illinois.

GC-15.PARTIES IN INTEREST / NO THIRD PARTY BENEFICIARIES

The terms and provisions of this Contract shall not run to the benefit of, or be enforceable by, any person or entity other than the Vendor and the District. This Contract should not be deemed to confer upon third parties any benefit, remedy, right of reimbursement, entitlement, remedy or any other right. Nothing contained in this Contract shall be deemed or construed by the Vendor and any other person or entity to create any relationship of any kind, including, but not limited to, third party beneficiary, principal, agent, limited liability or general partnership, joint venture, employer/employee, etc. The Vendor is an independent contractor with respect to the District.

GC-16.COSTS AND FEES INCURRED

The Contractor agrees to pay all reasonable costs, attorneys' fees and expenses incurred by the District as a result of enforcing the covenants, terms and/or conditions of this Contract.

GC-17.TITLES AND HEADINGS

Titles and headings to articles, sections or paragraphs herein are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Contract.

GC-18.CONSTRUCTION OF WORDS

The use of the singular form of any word herein includes plural, and vice versa. Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. The words "herein", "hereof", "hereunder", "hereto", and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. The term "include" (in all of its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to".

GC-19.ASSIGNMENT

This Contract is not assignable in any way or for any reason whatsoever without the express written approval of the Kendall County Forest Preserve District.

GC-20.TAXES

The District is not subject to the Federal Excise Tax by virtue of Exemption Certificate No. A-320 893. The Illinois Retailers' Occupation Tax, Illinois Use Tax, Illinois Service Occupation Tax and Municipal and/or District Sales Taxes do not apply to materials or services purchased by the District by virtue of statute. The District's State of Illinois Sales Tax Exemption Identification No. is E-9956-4572-05. The price or prices herein provided shall include any and all taxes which may apply or be assessed on this transaction, including use taxes. The Vendor shall indemnify the District from and against any assessment of such taxes or penalties which may, at any time, be imposed upon the District resulting from the purchase of any materials or services made pursuant to this Contract. The indemnity herein provided for shall survive this Contract.

GC-21.REMEDIES

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the District 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, the District is required to use the services of an attorney, then the District shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the District pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

GC-22.PREVAILING WAGE

To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing

Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:
<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

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. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

GC-23.CERTIFICATIONS

The Vendor shall at all times observe and comply with all Federal, State and local laws, rules, ordinances and regulations which in any manner affect the conduct of the Work.

Vendor, 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.

Vendor certifies by signing the Contract documents that Vendor, 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).

Vendor certifies by signing the Contract documents that Vendor, 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 has 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.

Both parties affirm no District officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any District officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement,

that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

By signing the Contract documents, Vendor 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.*

When applicable, Vendor 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.*

(SIGNATURE)

(TITLE)

(DATE)

(ALL BIDDERS MUST SIGN AND HAVE NOTARIZED)

Subscribed and sworn to before me this _____ day of _____,
20____.

NOTARY SEAL & SIGNATURE

May 1, 2018