

**KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA**

TUESDAY, MARCH 3, 2020

6:00 P.M.

KENDALL COUNTY BOARD ROOM

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments
- VII. Finance Committee and Planning and Advisory Committee Chair Reports

CONSENT AGENDA

- VIII. Approval of Minutes
 - Kendall County Forest Preserve District Commission meeting on February 4, 2020
 - Kendall County Forest Preserve District Operations Committee meeting on February 5, 2020
 - Kendall County Forest Preserve District Committee of the Whole meeting on February 11, 2020
- IX. *Approval of Claims in the Amount of \$22,485.78
- X. *Approval of a License for Storage Space with the County of Kendall for Use of Basement Storage Space at the Pickerill Estate House beginning March 31, 2020 through the end of March, 2021, with Automatic Renewal, for a Monthly Lease Payment of \$3,836.00
- XI. *Approval of a Kendall County Forest Preserve Lease Agreement between the District and County of Kendall for the Use of Certain Office and Storage Space at the Kendall County Historic Courthouse beginning March 31, 2020 through the end of March, 2021, with Automatic Renewal, for a Monthly Lease Payment of \$3,836.00
- XII. *Approval of a Memorandum of Understanding between the Forest Preserve District of Kendall County and the County of Kendall Regarding Rent Payment
- XVI. *Approval of Farm License Agreement #20-03-001 with Albert Collins, Jr. for the Lease of 51.5 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$7,725.00 for Base Rent
- XIII. *Approval of Farm License Agreement #20-03-002 with Chris and Maurice Ormiston of Ottawa, Illinois for the Lease of 3.75 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$375.00 for Base Rent

OLD BUSINESS

No agenda items posted for consideration

NEW BUSINESS

- XIV. ***MOTION:** Approval of Contract for the Pickerill-Pigott Forest Preserve: Public Access—Phase I OSLAD Development with D. Construction, Inc. of Coal City, Illinois including the Base Bid Amount of \$479,067.50, Alternate #1 (Trash Area Enclosure) for \$8,500.00, Alternate #2 (Picnic Tables) for \$14,400.00, and Alternate #3 (Entry Asphalt Apron) for \$4,500.00 for a Total Amount Not-to-Exceed \$506,467.50
- XV. ***MOTION:** Approval of the Purchase of 400 LB. of Virginia Wild Rye (*Elymus virginicus*) from GRAINCO FS of Newark, Illinois for an Amount Not-to-Exceed \$3,200.00 (\$8.00 per Pound) for Nursery Cover Crop at Fox River Bluffs Forest Preserve
- XVI. Executive Session
- XVII. Other Items of Business
- XVIII. Public Comments
- XIX. Adjournment

(Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section G.2.b.v.a)*

Kendall County Board Room - 111 W. Fox Street - 2nd Floor - Yorkville, Illinois 60560

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

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Consent Agenda Summary

Date: March 3, 2020

Pickerill House License for Storage Space; Historic Courthouse Lease Agreement and Rent Payment MOU

The Kendall County State's Attorney's Office has finalized the license, lease agreement and MOU for approval. The agreements are budget neutral to both agencies.

Farm License Agreement #20-03-001 – Albert Collins, Jr.

The Finance Committee reviewed staff recommendations to reduce base rent from \$195 per acre to \$150 per acre, with no yield payment. The recommendation comes with the reduction in total acres from 95 to 51.5, limited productivity within the remaining acreage due to soil type, and reports from the District's two farm operators that due depressed grain prices, farming the area was no longer profitable.

Farm License Agreement #20-03-001 – Chris and Maurice Ormiston

This agreement is unchanged from 2019 for 3.75-acres at \$100 per acre with no yield payment.

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES**

FEBRUARY 4, 2020

I. Call to Order

President Gilmour called the meeting to order at 6:00 pm in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

X	Cesich	X	Gryder
	Flowers (entered at 6:13 pm)	X	Hendrix
X	Gengler	X	Kellogg
X	Giles	X	Prochaska
X	Gilmour	X	Vickers

Commissioners Cesich, Gengler, Giles, Gilmour, Gryder, Hendrix, Kellogg, Prochaska, and Vickers were all present.

Commissioner Flowers entered the meeting at 6:13 pm.

V. Approval of Agenda

Commissioner Hendrix made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Gryder.

Commissioner Prochaska made a motion to amend the agenda to postpone consideration of Item XIV to the February 18, 2020 Commission meeting. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Commissioner Prochaska made a motion to approve the agenda as amended. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered by citizens in attendance.

VII. Planning and Advisory Committee – Chairman’s Report

Commissioner Prochaska presented a report from the Planning and Advisory Committee.

CONSENT AGENDA

- VIII. Approval of Claims in the Amount of \$11,212.66**
- IX. MOTION: Approval of a Proposal from Innovative Underground of Sandwich, Illinois for the Repair of the Outflow Drain Tile for Subat Forest Preserve for an Amount Not-to-Exceed \$2,700.00**
- X. MOTION: Approval of an Amended and Proposal between the Board of Trustee of the University of Illinois – Public Service Archaeology & Architecture Program to Complete a Historic Engineering Records Recordation of the Millbrook Bridge In Kendall County, Illinois for an Amount Not-to-Exceed \$3,989.00**
- XI. MOTION: Approval of an Amended “Exhibit A” to the Kendall County Forest Preserve District Pickerill-Pigott Forest Preserve Resident – Executive Director House Lease Agreement Approved by Commission on August 13, 2019**
- XII. MOTION: Approval of Farm Lease Agreement #20-02-001 with Mark and Tom Mathre for the Lease of 157.31 Acres of District Property at Millbrook North; 118.58 Acres at Millbrook South, and 127.41 Acres at Millington Forest Preserve for a Total Amount of \$79,890.50 for Base Rent, including a \$0.01 per Bushel Surcharge for Grain Dryer User, Utility Bill Reimbursement, Plus a Calculated Yield Payment**
- XIII. MOTION: Approval of Farm License Agreement #20-02-002 with Tom Anderson of Somonauk, Illinois for the Lease of 6.25 Acres of District Property at Little Rock Creek Forest Preserve for a Total Amount of \$625.00 Base Rent**

Commissioner Hendrix made a motion to approve the Consent Agenda. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Motion: Commissioner Hendrix					
Second: Commissioner Gryder					
Roll call: Consent Agenda					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
		Flowers	X		Hendrix
X		Gengler	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Vickers
Motion unanimously approved.					

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

XIV. MOTION: Approval of Contract for the Millbrook Bridge Removal Project #20-01-001 with D. Construction, Inc. of Coal City, Illinois for an Amount Not-to-Exceed \$476,784.03

Consideration postponed to the February 18, 2020 Commission meeting.

XV. MOTION: Approval of a \$5,000.00 Contribution to the Village of Minooka in Support of a FY21 Illinois Department of Natural Resources – Regional Trails Program Grant Application to Support a Phase II Wetland Trail Development Project at Aux Sable Springs Park, Subject to Receipt of a Successful Award of Grant Funding and Trail Construction Contract

Commissioner Hendrix made a motion to approve a \$5,000.00 contribution to the Village of Minooka in support of a FY21 Illinois Department of Natural Resources – Regional Trails program grant application to support a Phase II wetland trail development project at Aux Sable Springs Park, subject to receipt of a successful award of grant funding and trail construction contract. Seconded by Commissioner Gryder.

Motion: Commissioner Hendrix

Second: Commissioner Gryder

Roll call: Aux Sable Trail Development Grant

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
		Flowers	X		Hendrix
X		Gengler	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Vickers

Motion unanimously approved.

XVI. Executive Session

There was no need for executive session.

XVII. Other Items of Business

Director Guritz presented an update on HB-4405 – Proposed OSLAD Act Amendment and the District’s closing procedure during hazardous weather warnings.

Commissioner Flowers entered the meeting at 6:13 pm.

XVIII. Public Comments

No public comments were offered by citizens in attendance.

XIX. Adjournment

Commissioner Cescih made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 6:15 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES**

FEBRUARY 5, 2020

I. Call to Order

Commissioner Flowers called the Operations Committee meeting to order at 6:05 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Flowers, Gilmour, and Prochaska all were present.

III. Approval of Agenda

Commissioner Prochaska made a motion to approve the agenda as presented. Seconded by Commissioner Gilmour. All, aye. Opposed, none.

IV. Public Comments

No public comments were offered by citizens in attendance.

OLD BUSINESS

No agenda items posted for consideration.

NEW BUSINESS

V. Review of Financial Statement Reports through January 31, 2020

Director Guritz presented a review of financial statement reports through January 31, 2020.

VI. Special Use Permit Requests

- KC-EMA Training – Harris Forest Preserve, 2/08/2020
- KC-EMA Training – Jay Woods Forest Preserve, 6/13/2020
- Rheta Murdaugh – “Schoop Scoot” 5K Run at Ellis House and Equestrian Center – 09/13/2020

Commissioner Gilmour made a motion to approve the special use permit for the Schoop Scoot 5K Run at Ellis (Rheta Murdaugh). Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

VII. Review of Winter 2020 Public Program Fees and Charges

Director Guritz presented the winter 2020 public program fees and charges. The Operations Committee provided direction to forward the fees and charges to Commission for approval.

VIII. EquiLesson Transition Updates

Director Guritz presented updates on the EquiLesson software transition.

IX. MUNIS Transition Updates

Director Guritz presented updates on the MUNIS software transition.

X. Granicus Website Transition Updates

Director Guritz reported on the District's transition to the Granicus website. Once the site content is finalized, the District will discontinue publication of the kendallforest.com and ellishec.com storefront websites.

XI. Fox River Bluffs Cropland Conversion Updates

Director Guritz provided updates on the Fox River Bluffs cropland conversion project, including information on *Bombus affinis*. Potential Impacts from the Kendall County Highway Phase II Eldamain Road project were discussed.

XII. 2019 Pilot Bowhunt Program Survey and 2020 Program Recommendations

Director Guritz presented program highlights. A total of 18 deer were harvested, with two CWD positive testing results from deer harvested from Henneberry Forest Preserve.

The Operations Committee discussed program recommendations, including support for allowing an initial registration period for 19-20 permit holders.

XIII. Program Updates (NB Enrollment; Summer Camps; Facility Rentals)

Director Guritz presented updates on District programs. NB program enrollment for the 20-21 program year is nearly full. Summer camp registration is open, and facility rentals are on track for the year. Several larger wedding events have been contracted at Ellis House. Clients will rent an event tent for each occasion.

XIV. February Operations Focus Report

Director Guritz presented a February Operations focus report.

XV. Executive Session

There was no need for executive session.

XVI. Summary of Action Items

Director Guritz provided a summary of action items.

XVII. Citizens to be Heard

No public comments were offered by those in attendance.

XVIII. Other Items of Business

There were no other items of business.

XIX. Adjournment

Commissioner Gilmour made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Opposed, none. Meeting adjourned at 7:17 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

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

FEBRUARY 11, 2020

I. Call to Order

President Gilmour called the Committee of the Whole meeting to order at 4:35 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Cesich, Gengler, Gilmour, Hendrix, Prochaska, and Vickers all were present.

III. Approval of Agenda

Commissioner Hendrix made a motion to approve the agenda as presented. Seconded by Commissioner Prochaska. All, aye. Opposed, none.

IV. Public Comments

Laura Collins with the Kendall County Horse Show Association provided public comments on the use of the horse arena at Harris Forest Preserve, expressing concerns that the permit forms sent included the established fees associated with arena and shelter use.

V. Executive Director's Report

Director Guritz invited Committee members to review the report included in the packet.

**VI. Review of Preliminary Financial Statements and Cost Center Reports
for the Period Ending January 31, 2020**

Director Guritz presented a review of the financial statements and cost center reports for the period ending January 31, 2020. The District is on track and ahead of budget based on the YTD financial statements and cost center reports. Director Guritz reported that the financial statements include progress payments for the District's insurance coverage typically paid in the past at the end of the fiscal year.

VII. Review of Claims

Director Guritz presented the claims list.

The Committee of the Whole discussed the MUNIS system. The Committee of the Whole discussed the District's credit card purchases, deferring further discussion to the Finance Committee.

OLD BUSINESS

VIII. Millbrook Bridge Removal – Bid Results and Discussion

Director Guritz presented the bid results for the Millbrook Bridge Removal Project.

Joe Frazee, Project Engineer from HLR, presented details of the project including the D Construction proposed in-stream work approach. The state of the bridge was evaluated and removal was determined based on an HR Green inspection in 2015, as well as District capital funds available. Permits for in-stream construction, removal and incidental take for State listed species were granted. The support stone within one of the central support piers has noticeably deteriorated since the 2015 inspection.

NEW BUSINESS

IX. Fox River Bluffs Cropland Conversion Plan Updates – Overview of USF&WS ESA-Section 7 Consultation Mitigation, and Recovery Plan Development Process

Director Guritz presented the Fox River Bluffs Cropland Conversion Plan changes, including an overview of USF&WS ESA-Section 7 process for consultation, mitigation, and recovery plan development. Director Guritz reported he had reached out to contacts at both the IDNR and USF&WS to inform them on District changes to the cropland conversion plan which increases the prairie restoration from 37-acres to 59-acres.

X. Review of Bid Documents – Draft 3-Year Hay Contract at Baker Woods Forest Preserve

Director Guritz presented draft bid documents for a 3-year hay contract at Baker Woods Forest Preserve. Recommended changes included tying the surplus hay cost to market prices, and simplifying the bid form to request a price per small bale stored and delivered.

XI. Executive Session

There was no need for executive session.

XII. Summary of Action Items

Director Guritz provided a summary of action items.

XIII. Other Items of Business

No other items of business were discussed.

DRAFT FOR COMMISSION APPROVAL: 03/02/2020

**XIV. Planning and Advisory Committee Meeting Date Change to
Wednesday, Feb. 26, 2020 @ 6:00 PM – Kendall County Historic
Courthouse – 3rd Floor Conference Room**

XV. Public Comments

Lea ann Koch offered public comments on the Kendall County 4H program support extended by the District, expressing concerns over the proposed fees for FY21. Lea ann Koch expressed concerns that the Kendall County horse community is not happy with the District, citing the District's efforts to properly mark its designated trails.

Cory Griffin from Sandwich offered public comment on the Millbrook Bridge, expressing support for Commission to consider saving the structure.

Christian Landorf offered public comment on the Millbrook Bridge expressing support for Commission to consider saving the structure.

XVI. Adjournment

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Opposed, none. Meeting adjourned at 6:05 pm

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

Claims Listing

2/26/2020 11:34:43 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Invoice Amount
Ellis Birthday Parties	529	EQUINE VETERINARY PRACTICE LLC	213469,213836	Ellis - Vet Services	19001165 63020	\$258.34
					Sub-Total	\$258.34
					Ellis Birthday Parties Total	\$258.34
Ellis Camps	529	EQUINE VETERINARY PRACTICE LLC	213469,213836	Ellis - Vet Services	19001163 63020	\$258.33
					Sub-Total	\$258.33
					Ellis Camps Total	\$258.33
Ellis House	2047	COMED	9361548011	Ellis House	19001160 62270	\$513.54
	2225	AIR WANS WIRELESS BROADBAND	160018	Ellis Internet Service	19001160 62270	\$279.40
					Sub-Total	\$792.94
	1323	MENARDS	74982	Ellis - Ground Supplies	19001160 68580	\$11.67
	1323	MENARDS	75456	Ellis - Grounds Supplies	19001160 68580	\$54.77
					Sub-Total	\$66.44
				Ellis House Total	\$859.38	

Ellis Riding Lessons

529	EQUINE VETERINARY PRACTICE LLC	213469,213836	Ellis - Vet Services	19001164	63020	\$258.33
				Sub-Total		\$258.33
				Ellis Riding Lessons	Total	\$258.33
1192	KONICA MINOLTA	34977489	Konica Monthly Lease Feb	190011	62000	\$203.01
1192	KONICA MINOLTA	9006505114	Konica Monthly Clicks 1/13 -2/13/20	190011	62000	\$420.55
				Sub-Total		\$623.56
67	AMEREN IP	2/14/2020	Millbrook South	190011	63510	\$35.02
2047	COMED	9361578000	Baker Woods	190011	63510	\$19.10
				Sub-Total		\$54.12
498	ECHOLS, MACK & ASSOCIATES, P.C.	10065	Audit Service-F2019	190011	65490	\$7,750.00
				Sub-Total		\$7,750.00
1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	03/01/2020	Insurance-March 2020	190011	68000	\$6,922.01
				Sub-Total		\$6,922.01
2218	MIKELANGELO DESIGN	Jan 14 2020	Ellis-Website Editing	190011	68430	\$100.00
				Sub-Total		\$100.00

Forest Preserve Director

Forest Preserve Director		IL ENVIRONMENTAL PROTECTION AGENCY	IEPA Fee	IEPA Fee	1900111 68500	\$250.00		
893								
						Sub-Total	\$250.00	
						Forest Preserve Director	Total	\$15,699.69
90	ATLAS BOBCAT	BW0567	Hoover Equipment Repair	19001183 62160		\$198.15		
317	COFFMAN TRUCK SALES INC	128877	Hoover Equip Repair	19001183 62160		\$417.46		
556	FLATSO'S TIRE SHOP	14355	F-150 Repair	19001183 62160		\$739.80		
1152	KENDALL PLUMBING & HEATING	20030151	Harris-Boiler Repair	19001183 62160		\$125.00		
2198	PIT STOP GARAGE	1-31-20 EL	Ellis - F350 - 4-wheel Drive Repair	19001183 62160		\$65.00		
						Sub-Total	\$1,545.41	
1452	NICOR	85-66-26-1012	Millbrook South	19001183 63090		\$122.20		
1452	NICOR	87-94-61-1000	Harris	19001183 63090		\$174.52		
						Sub-Total	\$296.72	
1820	UNIQUE PRODUCTS & SERVICE	384365	Hoover - Harris Supplies	19001183 63110		\$402.65		
						Sub-Total	\$402.65	
						Grounds and Natural Resources	Total	\$2,244.78

Hoover

2221	ROBERT BEARDSLEY	19-00241	Bunkhouse Sec Dep Rtn	19001171	63040	\$100.00
2222	JON NELSON	20-00006	ML Sec Dep Rtn	19001171	63040	\$95.00
2224	JENNIFER SALINS	19-00187	Bunkhouse Sec Dep Rtn	19001171	63040	\$100.00
				Sub-Total		\$295.00
1452	NICOR	22-82-70-8302-7	Hoover Shop	19001171	63090	\$50.15
1452	NICOR	23-33-66-9829	Hoover Rookery	19001171	63090	\$134.63
1452	NICOR	24-61-42-0362	Blazing Star	19001171	63090	\$105.47
1452	NICOR	28-23-52-9973	Moonseed	19001171	63090	\$91.32
1452	NICOR	30-83-10-3489	Kingfisher	19001171	63090	\$146.16
1452	NICOR	50-98-01-9712	Meadowhawk Lodge	19001171	63090	\$45.90
1452	NICOR	72-38-93-7412	Hoover House	19001171	63090	\$72.47
1452	NICOR	88-55-14-0114	Hoover Maint Bldg	19001171	63090	\$122.36
				Sub-Total		\$768.46
1323	MENARDS	75085	Hoover - Shop Supplies	19001171	63110	\$7.97
1323	MENARDS	75402	Hoover Supplies	19001171	63110	\$29.34
1820	UNIQUE PRODUCTS & SERVICE	384365	Hoover - Harris Supplies	19001171	63110	\$603.97
				Sub-Total		\$641.28
1323	MENARDS	75402	Hoover Supplies	19001171	63120	\$189.21
1877	WALDEN'S LOCK SERVICE	20996	Hoover - Keys	19001171	63120	\$167.86
2219	J W WELL & PUMP	7102	Hoover - Water Heater Repair	19001171	63120	\$174.52

Hoover

					Sub-Total	\$531.59
3	1ST AYD CORP	PSI340112	Hoover - Ice Melt	19001171	68580	\$644.62
1323	MENARDS	75402	Hoover Supplies	19001171	68580	\$25.98
					Sub-Total	\$670.60
				Hoover	Total	\$2,906.93
					Grand Total	\$22,485.78

LICENSE FOR STORAGE SPACE

AGREEMENT made this 3rd day of March, 2020 between the FOREST PRESERVE DISTRICT OF KENDALL COUNTY, 110 West Madison Street, Yorkville, IL, 60560, Licensors; and the COUNTY OF KENDALL, 111 West Fox Street, Yorkville, IL, 60560, Licensee.

WHEREAS, the Licensors is the owner of certain lands situated in the County of Kendall, State of Illinois described as:

See attached Exhibit A for legal description; and

WHEREAS, the land contains a structure known as the "Pickerill House;" and

WHEREAS, Licensee wishes to use the basement of the Pickerill House for the storage of documents and other materials; and

WHEREAS, the Licensors hereby grants to the Licensee a License for an Initial Term of one (1) year, beginning on March 31, 2020 and ending on the last day of March 2021 subject to the conditions and limitations hereinafter mentioned.

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. Licensee shall pay Licensors \$3,336.00 per month, payable no later than the 1st of each month.
3. Term
 - 3.1 The Initial Term of this License shall be for the period of one (1) year commencing on March 31, 2020 and terminating on the last day of March, 2021. "License Term" or "Term" shall mean the Initial Term and any exercised Automatic Renewal periods (as defined in Section 3.2 below). To the extent permitted by law, the License may be terminated at any time by either party by providing sixty (60) days written notice of the termination to the other party.
 - 3.2 Auto Renewal. Provided Licensee has not during the Term been in default in the payment of license fees, this License for Storage Space shall auto renew on the anniversary date of the original License for Storage date. Auto Renewal shall remain in effect unless either party notifies the other party, in writing with at least 60 days' notice prior to the anniversary date of the original license term. The Licensee term shall thereby be extended on all the terms and provisions contained in this License.
4. This Agreement grants Licensee only a contractual license to use the basement of the Pickerill House for storage purposes only under the terms and conditions stated herein. Said area available to Licensee for storage is designated on the attached Exhibit B. Further, the rights granted by Licensors herein shall vest only in Licensee and no such rights shall vest in any of

Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest or estate in the Pickerill House.

5. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the portion of the basement of the Pickerill House designated on Exhibit B for storage purposes. Licensor shall give Licensee a key to the west entry door, as well as a code for the garage keypad, which allows Licensee to access the Pickerill House. Upon termination of this License, Licensee agrees to remove all of its stored items from the Pickerill House, and return the west entry door access key. Upon termination of this License, Licensee agrees to remove all of its stored items from the Pickerill House. In the event of termination, there shall be no amount due and owing from Licensor to Licensee.
6. Licensee shall comply with any and all laws concerning environmental regulations. Licensee shall not cause or permit any Hazardous Materials to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Pickerill House. This section shall not apply to any batteries or computer parts used by Licensee in the normal course of its business, provided all applicable rules are followed in their use.
7. The Licensee has inspected the subject property prior to signing this Agreement and accepts the conditions of the Subject Property "as is."
8. Licensee shall make no structural changes to the Pickerill House.
9. Licensor reserves the right to enter the basement of the Pickerill House for any and all lawful purposes arising from the ownership of the Pickerill House.
10. Licensor shall purchase and maintain all insurance coverage for the Pickerill House. Licensee shall purchase and maintain renters insurance for the property it stores in the Pickerill House.
11. Licensor shall pay all utilities for the Pickerill House.
12. Licensee's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without Licensor's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.
13. Licensee hereby waive any claim of lien against the Pickerill House on behalf of Licensee, its officers, insurers, employees, agents, suppliers and/or sub-contractors.
14. Licensee, 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.
15. 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.

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

17. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received, in the case of notice to the Forest Preserve District of Kendall County, Attention: Executive Director, 110 West Madison Street, Yorkville, IL, 60560, and, in the case of the County of Kendall, Attention: County Administrator, 111 West Fox Street, Yorkville, IL, 60560, Licensee.

18. This Agreement represents the entire agreement between the parties as to the subject matter herein 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.

Licensors:

Forest Preserve District of Kendall County

By: _____
Judy Gilmour, President

Date: _____

Licensee:

County of Kendall

By: _____
Scott Gryder, County Board Chairman

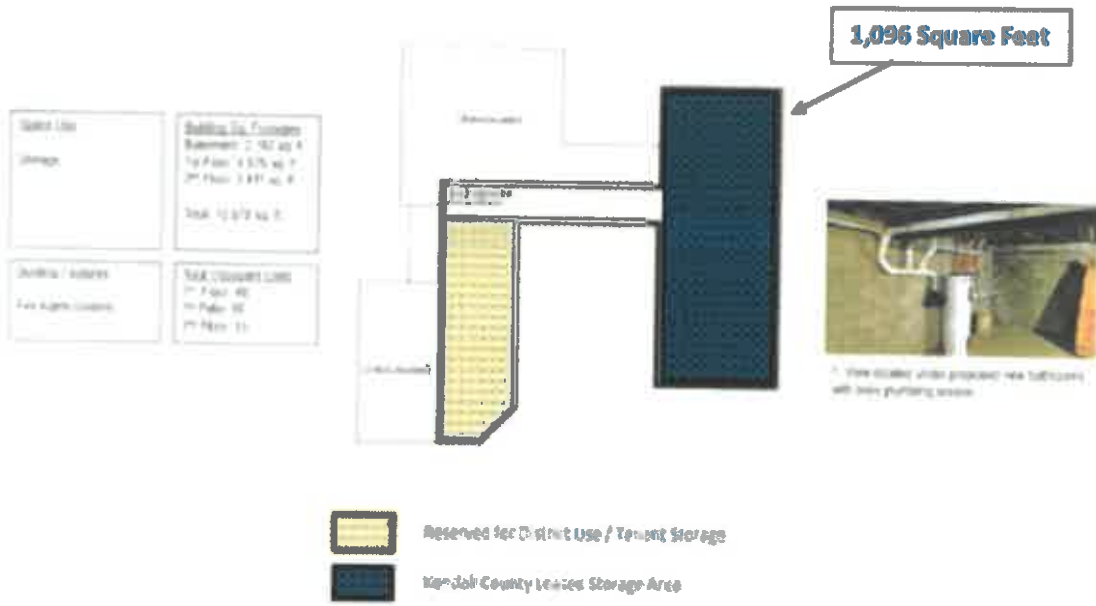
Date: _____

Exhibit A – License for Storage Space

Pickerill-Pigott Forest Preserve "Residence Parcel" Legal Description – Parcel #05-02-400-029

That part of the East Half of Section 2, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 2; thence North 00° 30' 37" West, along the East Line of said Southeast Quarter, 2159.16 feet; thence North 00° 30' 37" West, along said East line, 148.77 feet to the Southerly Line of a Tract conveyed to Penelope P. Dann by Warranty Deed recorded as Document 200600023830 on August 4, 2006; thence North 62° 08' 01" West, along said Southerly Line, 490.95 feet; thence North 60° 57' 37" West, along said Southerly Line, 893.98 feet; thence North 63° 57' 06" West, along said Southerly Line, 460.90 feet; thence North 89° 25' 50" West, along said Southerly Line 303.18 feet to the Northeasterly Corner of a Tract conveyed to Five H, L.L.C. and described as Parcel One in a Warranty Deed recorded as Document 200100001972 on February 7, 2001 for a point of beginning; thence South 89° 25' 50" East, along the Southerly Line of said Dann Tract, 35.85 feet; thence South 55° 21' 45" East, 382.62 feet; thence South 26° 32' 02" East, 172.35 feet; thence South 86° 43' 02" East, 262.44 feet; thence South 03° 16' 58" West, 157.48 feet; thence South 40° 21' 04" East, 142.24 feet; thence South 49° 38' 56" West, 103.0 feet; thence North 60° 10' 23" West, 278.28 feet; thence North 23° 26' 07" West, 379.50 feet; thence North 55° 21' 45" West, 378.87 feet to the Easterly Line of said Five H, L.L.C. Tract; thence North 29° 25' 53" East, along the said Easterly Line, 20.0 feet to the point of beginning in Kendall Township, Kendall County, Illinois, and containing 2.3808 acres.

Exhibit B



Basement Floor Pickerill Estate House

Kendall County Forest Preserve -
Pickerill Estate House Conversion

KENDALL COUNTY FOREST PRESERVE LEASE AGREEMENT

This Lease Agreement (Lease) is made and entered into as of March 3, 2020, (the Effective Date), by and between the Landlord, the County of Kendall ("County") and the Tenant, the Kendall County Forest Preserve District ("Forest Preserve").

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County ("Landlord") hereby leases to the Forest Preserve ("Tenant") and the Forest Preserve hereby leases from the Landlord that certain portion of the Historic Courthouse building located at 110 West Madison Street, Yorkville, Kendall County, Illinois ("the Building"), consisting of approximately 963 square feet as outlined on Exhibit A attached hereto (hereinafter referred to as "Premises"), for the Forest Preserve to further its purpose of "preserving and managing natural areas and open spaces, providing environmental education, and offering recreational opportunities for Kendall County residents." Said Premises are designated on Exhibit A attached hereto and excludes all Common Areas as defined herein and reflected on Exhibit A.

In addition to Tenant's rights to use and occupy the Premises as hereinafter specified, Tenant shall have non-exclusive rights to the Common Areas (as defined in Section 5.1 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the Building.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the shared use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant's use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on March 31, 2020 and terminating on the last day of March, 2021. "Lease Term" or "Term" shall mean the Initial Term and any exercised Automatic Renewal Periods (as defined in Section 2.2 below). This Lease Agreement may be terminated at any time by either party by providing sixty (60) days written notice of the termination to the other party.

2.2 Automatic Renewal. Provided Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, this lease shall auto renew on the anniversary date of the original lease date. Auto Renewal shall remain in effect unless either party notifies the other party, in writing with at least 60 days' notice prior to the anniversary date of the original lease date. The Lease shall thereby be extended on all the terms and provisions contained in this Lease.

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$46,032.00 per year, with the year start date commencing on March 31, 2020. Tenant shall make monthly payments in the amount of \$3,836.00, commencing on March 31, 2020 and each full payment shall be made by the first day of the month thereafter.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premise is as set forth above in section 3.1.

3.4 Other Lease Agreements. The Landlord and Tenant agree that any other lease or license agreement (between the Landlord and a party other than Tenant) relating to the Building shall not render this Lease invalid and that any current or future income generated by those lease or license agreements with parties other than Tenant is the property of the Landlord.

4. PROPERTY

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

5. COMMON AREA.

5.1 Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the Building and facilities, utilities, or equipment outside the Building which serve any County facility or property that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenants, and other tenants within the Building and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways, landscaped areas, roofs and exterior walls of the Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals. The general non-exclusive use of the Common Areas by Tenant shall be subject to short-term license and lease agreements as described in section 5.3.

5.2 Use of the Common Areas—Tenant's Rights. Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with other tenants in the Building and other entitled to such use (including Landlord), the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Building.

Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Building without Tenant's consent so long as it does not unreasonably impede Tenant's use of the Premises.

Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities, including parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Building. If unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons.

5.3 Short-term License/Lease of the Common Area. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right to grant, at Landlord's discretion, short-term licenses/leases for use of the Common Areas as long as such licenses/leases do not unreasonably interfere with Tenant's occupancy of the Premises. Such short-term licenses/leases of the Common Areas shall not constitute constructive eviction or give rise to any rent abatement or liability of Landlord to Tenant.

5.4 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE, INDEMNITY.

7.1 General. All insurance, including liability, property, and worker's compensation policies, shall be the responsibility of the Landlord, as determined exclusively by the Landlord, to the extent applicable under the laws of the State of Illinois.

7.2 Indemnification. To the fullest extent permitted by law, Tenant shall indemnify, hold harmless and defend with counsel of Landlord's own choosing, Landlord, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Lease or ancillary documents and any breach by Tenant of any representations or warranties made within the Lease (collectively, the "Claims"), to the extent such Claims result from the performance of this Lease by Tenant or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Tenant in its performance or in its occupancy under this Lease.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Lease unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Tenant's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Lease.

8. USE.

8.1 The Premises shall be used for Forest Preserve services provided in Kendall County, Illinois. The failure by Tenant to use the Premises pursuant to this Article 8.1 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party without the written consent of the Landlord.

8.2 Tenant agrees to allow the Landlord use and access to the Common Areas as discussed in section 5.

8.3 Landlord has the authority to make modification and improvements to the Premises, as reasonably deemed necessary to accomplish its statutory functions.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. Subject to the following, Tenant shall keep and maintain the Premises in good condition.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition, and repair (or replace, if necessary) all aspects of the Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises and/or Common Areas unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Modifications. The Tenant agrees that the Landlord shall not be financially responsible or obligated to construct any additional space or make any external or internal structural modifications of the Premises based upon this Lease.

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term.

10.2 General Utility Provisions. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install or use any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. 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 Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Building. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice (after notice provided in 12.1) or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises, recover possession of the Premises, and remove all persons therefrom; or (b) invoke the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations).

13. DESTRUCTION.

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction, either Landlord or Tenant may terminate this Lease as of the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement of rent owed unless and until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which it was delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any outside exterior signs, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

It is agreed direction signage mutually agreeable to all parties shall be allowed at the outside entrance and in common area for Tenant.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply when required with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior or mechanical, electrical, or plumbing systems of the Premises, then such work shall be performed by Landlord at its sole cost and expense.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises. This section shall not apply to any batteries or computer parts used by Tenant in the normal course of its business, provided all applicable rules are followed in their use.

16. RIGHT OF ENTRY.

16.1 Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY'S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested or (b) overnight delivery

using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request. All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier. Additionally copies of all notices from either party must be forwarded to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560 in a manner consistent with the above identified methods of service.

If to the County: Chairman of the Kendall County Board
111 W. Fox Street
Yorkville, Illinois 60560

If to the Forest Preserve: President of the Kendall County Forest Preserve
110 W. Madison Street
Yorkville, Illinois 60560

21. MISCELLANEOUS.

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without the other party's prior written consent. The short term licenses/leases addressed in Section 5.3 shall not be considered an assignment for purposes of this Section 21.5.

21.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior written Premises Lease agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties regarding the Lease of the Premises other than as are set forth or identified herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease, due to the bankruptcy of Tenant, and accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:

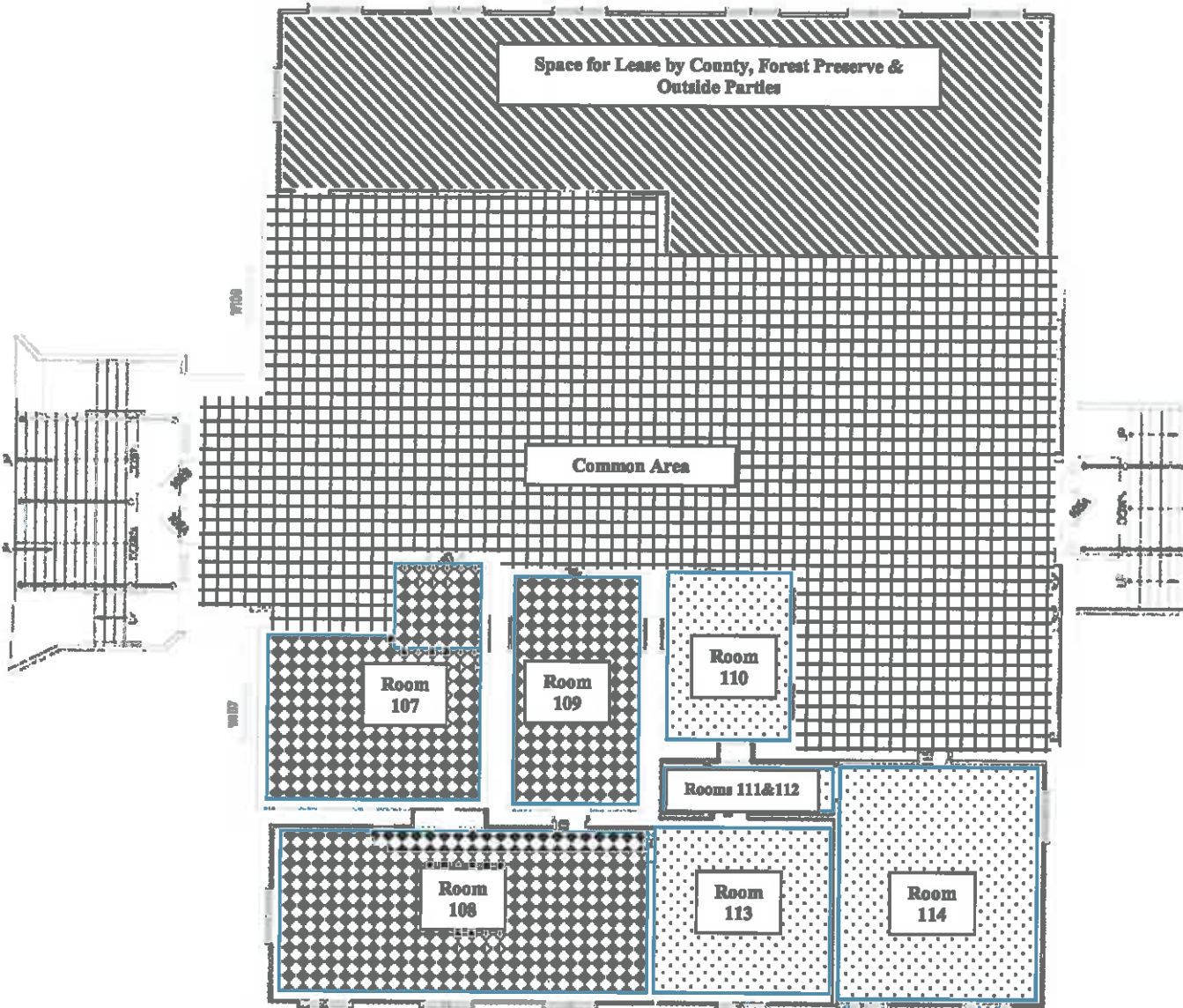
TENANT:

Scott Gryder
County Board Chairman
Kendall County, Illinois

Judy Gilmour
President
Kendall County Forest Preserve District

Exhibit A

Historic Courthouse Forest Preserve Offices Main Level



Rooms included In Forest Preserve Offices

- 110 – 174 Square Feet
- 111 – 40 Square Feet
- 112 – 40 Square Feet
- 113 – 272 Square Feet
- 114 – 437 Square Feet
- 963 Square feet total

Other Spaces In Historic Courthouse

- 107 – 382 Square Feet
- 108 – 576 Square Feet
- 109 – 240 Square Feet

- = Forest Preserve Space
- = Museum Space
- = Common Area Space
- = Available Rental

Space

Total Historic Courthouse Main Level Square Footage – 2,377

**Memorandum of Understanding between the Forest Preserve District of Kendall County
and the County of Kendall Regarding Rent Payment**

This Memorandum of Understanding ("MOU"), entered into by the Forest Preserve District of Kendall County ("Forest Preserve") and the County of Kendall ("County"), units of local government, hereby memorializes the understanding between the parties regarding each party's obligation to pay for the use of the other party's real property. Simultaneously with this MOU, the Forest Preserve has entered into a Lease Agreement to lease office space in the County-owned Historic Courthouse, and the County has entered into a License to utilize storage space in the Forest Preserve-owned Pickerill House. Regarding the payment of rent and license fees, the parties understand and agree to the following:

1. Under the Lease Agreement, the Forest Preserve is obligated to pay \$3,836.00 to the County on the first of every month ("Rent").
2. Under the License, the County is obligated to pay \$3,336.00 to the Forest Preserve on the first of every month ("License Fee").
3. The Forest Preserve renders valuable services to the County and to the public by facilitating short-term rentals of space in the Historic Courthouse and curating a museum in the Historic Courthouse's common area.
4. The County agrees that the value of those services provided by the Forest Preserve, along with the use of the Pickerill House for storage, shall be sufficient to offset the Rent that the Forest Preserve is otherwise obligated to pay for the lease of its office space in the Historic Courthouse.
5. The parties agree that as a result of this offset, no Rent or License Fee needs to be paid between the parties as long as the Lease, the License, and this MOU remain in effect. If this MOU terminates, Rent and License Fees shall then be due on an ongoing basis as set forth in the Lease and License, respectively.
6. This MOU terminates immediately upon termination of the Lease and/or License.

Forest Preserve District of Kendall County

By: _____
Judy Gilmour, President

Date: _____

County of Kendall

By: _____
Scott Gryder, County Board Chairman

Date: _____

FARM LICENSE AGREEMENT #20-03-001

Henneberry Property

AGREEMENT made this 3RD day of March, 2020 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor, and, Albert Collins, Jr. of 9555 Ament Road, Yorkville, IL 60560, Licensee, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Na-Au-Say and State of Illinois described as:

PIN#s: 06-06-400-003, 06-06-496-003, 06-06-497-001, 06-06-497-002

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes with the structures utilized for the storage of crops and farm implements, and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 51.5 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on March 4, 2020, and ending on December 31, 2020 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$150 per tillable acre for the License year. The Base Rate shall be payable no later than May 31, 2020, and Licensee agrees that failure to pay by this date may terminate this License.

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

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. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. Licensor 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 Licensee to pay such taxes as are incurred during the term

of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.

4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor 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.
5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Licensee shall keep and provide to the Licensor the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 31, 2020. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
 - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and 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.
8. 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 Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.
10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.

- A. _____
- B. _____
- C. _____

11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor 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 Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.

12. Pesticide Use

- A. Licensee 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, Licensee shall supply Licensor 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, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor 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. Licensee shall provide Licensor 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. Licensee is responsible, at the Licensee'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 Licensor.

13. Licensee 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.

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

15. Upon termination of this Agreement, Licensor may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

16. Licensor 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 Licensee, as provided in this License.

17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for

any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensor shall pay the Licensee 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 Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

18. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31, 2020. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, 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 Licensee 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 the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

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

20. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

21. Licensee 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 Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee 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 Licensee, and shall be reimbursed by

Licensee 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.

22. Licensee 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.

23. 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.

24. 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.

25. 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.

26. 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.

Licensors: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensee:

By: _____
Albert Collins, Jr. Farm Operator

Date: _____

FARM LICENSE AGREEMENT #20-03-002

Henneberry Property

AGREEMENT made this 3rd day of March, 2020 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter "Licensor"), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensees, Maurice and Chris Ormiston of 2028 Post Street, Ottawa, IL 61350, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Na-Au-Say and State of Illinois described as:

PIN#: 06-06-400-003

WHEREAS, Licensee desires to use a portion of the above-described real estate for farming purposes, and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 3.75 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on March 4, 2020, and ending on December 31, 2020 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$100 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2020, and Licensee agrees that failure to pay by this date may terminate this License.

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. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. Licensor 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 Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.

4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor 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.
5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Licensee shall keep and provide to the Licensor the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2020. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
 - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and 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.
8. 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 Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.
10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.
 - A. _____
 - B. _____
 - C. _____
11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor 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 Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.

12. Pesticide Use

- A. Licensee 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, Licensee shall supply Licensor 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, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor 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. Licensee shall provide Licensor 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. Licensee is responsible, at the Licensee'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 Licensor.

13. Licensee 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.

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

15. Upon termination of this Agreement, Licensor may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

16. Licensor 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 Licensee, as provided in this License.

17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensor shall pay the Licensee 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 Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as

provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

18. **Insurance & Liability**

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31st 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 Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, 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 Licensee 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 the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

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

20. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

21. Licensee 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 Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee 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 Licensee, and shall be reimbursed by Licensee 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.

22. Licensee 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.

23. 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.

24. 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.

25. 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.

26. 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.

Licensor: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensees:

By: _____
Maurice Ormiston, Jr.

Date: _____

By: _____
Chris Ormiston

Date: _____

To: Kendall County Forest Preserve District Board of Commissioners
 From: David Guritz, Director
 RE: Cover Crop Quotes - FRB Cropland Conversion
 Date: 3-Mar-20 (Reviewed by Finance Committee on 02/27/2020)

Summary: Spring Oats will be broadcast over the entire 99-acre cropland conversion footprint at Fox River Bluffs. Martinsen Turf Products extended the lowest quote, and the product has been ordered and delivered. GRAINCO FS - Newark extended the low quote for Virginia Wild Rye at \$8.00 per LB PLS. District staff recommends approving a motion to forward the quote to Commission for approval for a total cost of \$3,200.00 plus delivery. The Virginia Wild Rye will serve as nursery crop, along with spring oats for the 40-acre tree mitigation and reforestry project area.

Martinsen Turf Products

Virginia Wild Rye		Spring Oats		Notes
10	PLS lb.	30	PLS lb.	Qty. Lbs. per Acre
\$9.00	Quote per lb.	\$0.31	Quote per lb.	Price per Pd.
40	Tot. Acres	99	Tot. Acres	Total Acres
400	Tot. Lbs.	2,970	Tot. Lbs.	Total Lbs.
\$3,600.00	Total cost (Rye)	\$906.47	Total cost (Oats)	
\$3,600.00 Total (Virginia Wild Rye) \$906.47 Total (Spring Oats) \$50.00 Delivery Fee?				
				\$956.47
ORDER COMPLETED				
\$4,556.47 Total				

GRAINCO FS

Virginia Wild Rye		Spring Oats		Notes
10	PLS lb.	30	PLS lb.	Qty. Lbs. per Acre
\$8.00	Quote per lb.	\$0.37	Quote per lb.	Price per Pd.
40	Tot. Acres	99	Tot. Acres	Total Acres
400	Tot. Lbs.	2,970	Tot. Lbs.	Total Lbs.
\$3,200.00	Total cost (Rye)	\$1,098.90	Total cost (Oats)	
\$3,200.00 Total (Virginia Wild Rye) \$1,098.90 Total (Spring Oats) Delivery Fee? - INCL				
				\$3,200.00
RECOMMENDED FOR APPROVAL				
\$4,298.90 Total				

Genesis Nursery

Virginia Wild Rye		Spring Oats		Notes
10	PLS lb.	30	PLS lb.	Qty. Lbs. per Acre
\$18.00	Quote per lb.	\$0.50	Quote per lb.	Price per Pd.
40	Tot. Acres	99	Tot. Acres	Total Acres
400	Tot. Lbs.	2,970	Tot. Lbs.	Total Lbs.
\$7,200.00	Total cost (Rye)	\$1,485.00	Total cost (Oats)	
\$7,200.00 Total (Virginia Wild Rye) \$1,485.00 Total (Spring Oats) \$250.00 Delivery Fee?				
\$8,935.00 Total				

AGREEMENT
Kendall County Forest Preserve District
Pickerill-Piggot Forest Preserve: Public Access Phase I OSLAD Development

THIS AGREEMENT is made this 3rd day of March, 2020, by and between D Construction, Inc. hereinafter called the "Contractor" and Kendall County Forest Preserve District hereinafter called the "Owner".

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

Incorporation: This Agreement includes and incorporates by reference herein all terms and conditions set forth in the following documents:

- 1) The Contract Documents dated February 6, 2020, as amended
- 2) Bid Proposal and Contract Compliance submitted by the Contractor and opened February 27, 2020 at 10AM
- 3) Contractor bonds and proof of insurance as stipulated in the Contract Documents ; and
- 4) All other official attachments, or addenda that are attached

All of the above-referenced documents are hereinafter collectively referred to as "Agreement". In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedent shall be: first this Agreement, then the Invitation for Bid, as amended, then the General Conditions, as amended, then the Plans and Specifications per hierarchy in the plan notes for Pickerill-Piggott Forest Preserve: Public Access Phase I OSLAD Development, then Bid Proposal and Contract Compliance, then Contractor bonds and proof of insurance and then all other official attachments or addenda .

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

Contractor shall include Alternate Items as follows:

ALTERNATE #1: Dumpster Enclosure

ALTERNATE #2: Picnic Tables at Shelter

ALTERNATE #3: Asphalt Apron at Entry

- II. The Owner shall pay the Contractor for performance of this Agreement, subject to the additions and deductions as provided in the Contract Documents, the amount of \$506,467.50 (Five hundred and six thousand, four hundred sixty seven dollars and fifty cents). The Contractor shall complete the above listed projects by October 15, 2020 or be subject to the liquidated damages terms described in the Specifications.
- III. Whenever the Contractor prosecutes or fails to prosecute their work in such manner as to hinder or delay the completion of the work, the Owner may, after seven (7) days written notice to the Contractor within such period, order such work as is necessary to be done by another contractor or contractors not necessarily holding a contract for such work on the project. In such event, the Owner may charge the Contractor for such work as may be performed. Nothing in this paragraph shall be deemed to be waiver of any other remedies, which may be available to the Owner in the event of default surrender.
- IV. Certification. Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Contractor further certifies by signing the Agreement that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Contractor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- V. Conflict of Interest. Both parties affirm that no officer or elected official of the Owner has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any officer or elected official of the Owner does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- VI. Prevailing Wage. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontract has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors

rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements, certified payroll, and notice and record keeping duties

- VII. Drug Free Workplace. Contractor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- VIII. Public Construction Bond. As the total cost of the public work to be performed by Contractor pursuant to this Agreement exceeds \$50,000.00, Contractor must furnish, supply and deliver a payment bond in the amount of \$506,467.50 to the Owner pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq.
- IX. Employment of Illinois Workers on Public Works Act. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Illinois Workers Act"), the Contractor, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this project in accordance with the Illinois Workers Act. The Contractor understands that the Illinois Workers Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. The Contractor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
- X. Material Safety Data Sheets: When applicable, the Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq. and 820 ILCS 225/0.1 et seq.
- XI. Compliance with State and Federal Laws. Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- XII. 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.

- XIII. **Waiver of Lien.** Contractor hereby waives any claim of lien against the Owner's premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and subcontractors. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to the Owner a final waiver of lien for all subcontractors and suppliers.
- XIV. **Remedies.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Owner is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Owner is required to use the services of an attorney, then Owner shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Owner pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- XV. **Notice.** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Owner, Attention: David Guritz, Executive Director, 110 W. Madison Street, Yorkville, IL 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 Contractor, to: D. Construction, Inc. 1488 S Broadway St, Coal City, IL 60416.
- XVI. **Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- XVII. **Authority to Execute Agreement.** Owner and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- XVIII. **Choice of Law and Venue.** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between

them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

XIX. Waiver. Owner and/or the Contractor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

XX. Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

IN WITNESS THEREOF, This Agreement has been duly made by the parties on the day and year first above written and signed this 3rd day of March, 2020.

Kendall County Forest Preserve District
(OWNER)
110 W. MADISON STREET
YORKVILLE, IL 60560

D. Construction, Inc.
(Contractor)
1488 S BROADWAY STREET
COAL CITY, IL 60416

Judy Gilmour

(Signature)

President, Board of Commissioners

(Title)

ATTESTED BY:

ATTESTED BY:

Matt Kellogg

(Signature)

Secretary, Board of Commissioners

(Title)

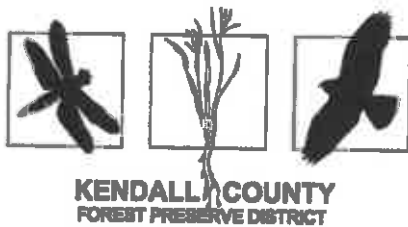
**BID PROPOSAL
AND SPECIFICATIONS**

CONTRACT

FOR

**Pickerill Pigot Forest Preserve:
Public Access
Phase 1 OSLAD**

**BID OPENING:
February 27th, 2020 at 10 AM**



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

Prepared By:



UPLAND DESIGN Ltd.

**24042 Lockport St., Suite 200, Plainfield, Illinois 60544
1250 W. 18th Street, Studio D, Chicago, Illinois 60608
PH: (815) 254-0091**

Project #737

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

LEGAL NOTICE

NOTICE TO BIDDERS KENDALL COUNTY FOREST PRESERVE DISTRICT

Sealed proposals for the Pickerill-Pigott Forest Preserve: Public Access—Phase I OSLAD Development in Kendall County, Illinois, shall be received at the Forest Preserve offices: 110 W. Madison Street, Yorkville, IL 60560 until 10:00 a.m. local time, February 27th, 2020, at which time all bids will be publicly opened and read aloud.

Work generally includes grading, earthwork, gravel drive and parking, asphalt paving, limestone trail, picnic shelter, site furniture and landscape restoration.

Bid documents will be available online beginning February 6th, at 11:00 am at <https://www.co.kendall.il.us/> and at the Forest Preserve offices and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) -553-4025. The Pickerill-Pigott Forest preserve will be open for bidder inspection on February 18th 2020, from 8:30 am to 4:30 pm for site visits. A non-mandatory pre-bid meeting and site visit will take place at Pickerill-Pigott Forest Preserve at 10:30 am on February 18th, 2020.

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

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

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

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

SECTION 00 0110
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ITEM

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Section 00 1000 – General Conditions
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Example Agreement

Appendix: Geotechnical Investigation Report, Soil Borings

PROPOSAL – Separate Sheets

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

DRAWINGS – Separate Sheets

Drawing set title: Pickerill-Pigott Forest Preserve: Public Access Phase 1 OSLAD
Development

END OF SECTION

SECTION 00 1000
GENERAL CONDITIONS

1.0 TERMS

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

2.0 LAWS AND PERMITS:

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

3.0 INTENT OF CONTRACT DOCUMENTS:

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

4.0 PLAN & SPECIFICATION DIMENSIONS:

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

5.0 ERRORS AND DISCREPANCIES

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

6.0 SUBSTITUTIONS

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

7.0 CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS

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

construction.

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

8.0 SUBCONTRACTORS AND SUPPLIERS

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

9.0 OWNER'S RIGHT TO DO WORK:

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

10.0 RIGHT TO SUSPEND WORK:

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

11.0 ALTERATIONS, EXTENSIONS AND DEDUCTIONS:

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

County Forest Preserve District.

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

12.0 INDEPENDENT CONTRACTOR RELATIONSHIP:

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

13.0 USE OF SITE

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

A. Utilities: Contractor shall obtain permits, provide and make payment for such

utilities as water, electricity, heat/air, telephone and waste disposal when necessary in performing the work.

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

14.0 WORK SITE SAFETY:

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

replace existing property corners disturbed or lost during construction. When the site is opened for usage after final acceptance, damage to the work shall not be due to the Contractor's fault or negligence.

- 14.4 Contractor shall have no claim against the Owner or Upland Design Ltd. because of any damage or loss to the work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others.
- 14.5 Contractor shall protect public and adjacent properties including roadways and shall use necessary precautions to prevent damage or injury thereto. Contractor shall prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or other aboveground structures.

15.0 LABOR, EQUIPMENT AND METHODS:

- 15.1 Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work in the quality and time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.
- 15.2 Equipment used shall be of such type, size and amount and in such mechanical condition as to meet the requirements of the work and produce a satisfactory quality of work.

16.0 INSPECTION AND TESTING:

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

17.0 SUBMITTALS:

- 17.1 Contractor shall submit to Owner's Representative required shop drawings (three sets each – or number indicated in Section 01 1300 SUBMITTALS when included), product data and samples concerning materials and equipment. Owner's Representative's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability. Equipment and materials installed or used without such review shall be at risk of rejection and replacement by Contractor at no cost to the Owner. Submittals shall become part of the Contract Documents. Contractor shall be responsible for any delay in the work due to a delay in providing required submittals.
- 17.2 Unless otherwise specified, products and materials are to be new and of best quality. Materials, and products or work having a well known, technical or trade meaning but not specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by Architects, Engineers and Tradesmen.

18.0 REMOVAL OF DEFECTIVE WORK

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

19.0 COMPLETION DATE:

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

20.0 CLEANING UP:

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

21.0 PAYMENT:

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

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

22.0 INDEMNIFICATION:

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

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

23.0 NON-DISCRIMINATION PROVISIONS:

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

24.0 OWNERSHIP OF PLANS, SPECIFICATIONS:

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

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

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

1. PLANS AND SPECIFICATIONS

Plans and specifications may be online beginning February 6th, at 11:00 am at <https://www.co.kendall.il.us/> and at the Forest Preserve offices and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) -553-4025. The Pickerill-Pigott Forest Preserve will be open for bidder inspection on February 18th 2020, from 8:30 am to 4:30 pm for site visits. A non-mandatory pre-bid meeting and site visit will take place at Pickerill-Pigott Forest Preserve at 10:30 am on February 18th, 2020.

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

2. PROPOSAL FORM

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

Pickerill-Pigott Forest Preserve: Public Access
Phase 1 OSLAD Development
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, IL 60560

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

- A) Pickerill-Pigott Forest Preserve: Public Access, Phase 1 OSLAD Development
- B) Bidder's company name, and
- C) Date and time of bid

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

3. ACCEPTANCE OR REJECTION OF BID

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

4. BIDDER EXPERIENCE

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

5. EXAMINATION OF SITE AND DRAWINGS

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

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

6. BID SURETY

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

7. PERFORMANCE BOND

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

8. ASSIGNMENT AND SUBCONTRACTORS

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

9. INSURANCE

NOTE: Bidders' attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

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

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

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

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

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project using the endorsement CG 25 03 11 85 or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage including coverage's for owned, hired or non-owned vehicles, as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.
4. **Umbrella or Excess Liability:** In addition, contractor shall provide umbrella or excess liability insurance providing in excess of the underlying General Liability, Automobile Liability and Employers' Liability insurance above, with the following minimum limits of \$5,000,000 per Each Occurrence and \$5,000,000 per Annual Aggregate (where applicable in the underlying) Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying General Liability, Automobile Liability or Employers' Liability insurance and shall expressly provide that the umbrella or excess policy will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

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

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

1. **Regarding General Liability and Automobile Liability Coverages,**
 - a. The Owner, Upland Design, Ltd., their officers, officials, employees, volunteers, and Upland Design Ltd's subconsultants are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. Coverage shall contain no special limitations on scope of protection afforded to the Owner, its officers, officials, employees, volunteers, or agents.
 - b. The Contractor's insurance coverage shall be primary insurance as respect to the Owner, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, volunteers or agents shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage to the Owner, its officers, officials, employees, volunteers, or agents.

- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the contractor for the Owner.

3. All Coverage's

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

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

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

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

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

10. NON-DISCRIMINATION PROVISIONS

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

11. PREVAILING WAGE

A. PREVAILING WAGE ACT

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

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

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

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

B. CERTIFIED PAYROLL

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

12. EMPLOYMENT OF ILLINOIS WORKERS:

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

13. DRUG FREE WORKPLACE ACT

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

14. PAYMENT

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

15. LIQUIDATED DAMAGES

The Contractor shall commence the work with authorization from the Owner pending delivery and shall be completed by October 15, 2020. In the event the Owner and Contractor cannot agree that the entire project work is substantially completed by October 15, 2020 (seeding shall be complete, but lawn does not have to be filled in), then, in addition to any remedies available to the Owner, the Contractor shall pay to the Owner the sum of one percent (1%) of the total contract amount per day for each day beyond the completion date until substantial completion of the work has been achieved. Please note that lawn seeding shall be complete by October 15, 2020, but that full germination shall not be required. The Contractor will continue work to ensure healthy lawn and prairie/rain garden are established until completion and acceptance by Owner of these items. This payment is for the liquidated damages, in addition to any other damages that may be incurred the Owner, and not as a penalty. All such liquidated damages may set off against any monies that may be due the Contractor. When substantial completion is met, a punch list will be developed by Upland Design Ltd. Fifteen calendar days after the punch list is delivered, all items shall be complete. If any items remain to be complete after fifteen calendar days the Contractor shall pay the sum of one percent (1%) of the total contract amount per day beyond until final completion of the work has been achieved.

16. GUARANTEE

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

END OF SECTION

SECTION 00 3132
GEOTECHNICAL DATA

1.0 GEOTECHNICAL DATA

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's Information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- a. Report dated November 7, 2019 as prepared by: Pioneer Engineering and Environmental Services LLC.

END OF SECTION

SECTION 01 1300
SUBMITTALS

1.0 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

2.0 CONTRACTOR PAYOUTS AND LIEN WAIVERS

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

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

3.0 SURVEY DATA

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

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

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

4.0 SHOP DRAWINGS, PRODUCT DATA, SAMPLES (SUBMITTALS)

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

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

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

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

5.0 SUBMITTAL PROCEDURES BY CONTRACTOR

5.1 Shop Drawings

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

5.2 Product Data

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

5.3 Samples

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

6.0 DISTRIBUTION

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

7.0 SHOP DRAWINGS FILE TO OWNER

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

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES

1.0 GENERAL

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

2.0 TEMPORARY WATER

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

3.0 TEMPORARY SANITARY FACILITIES

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

4.0 CONSTRUCTION AIDS

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

5.0 WATER AND SNOW CONTROL

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

6.0 TEMPORARY FIELD OFFICES

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

7.0 TEMPORARY LIGHT AND POWER

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

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

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

8.0 SHORING AND BRACING

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

END OF SECTION

SECTION 01 2100

SITE PREPARATION AND PROTECTION OF EXISTING FACILITIES

1.0 GENERAL

1.1 Description

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

2.0 PRODUCTS (not applicable)

3.0 EXECUTION

3.1 Safety of Operations

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

3.2 Protection and restoration of Items to Remain

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

the governing agency prior to closing. After such approval is obtained, the Contractor shall notify the Owner, local law enforcement, and Fire Department of actual times and dates of closure.

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

3.3 Protection and Restoration of trees, shrub and plant material

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

3.4 Plant Damage Compensation

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

- D. The penalty for each incidence of branch or root damage shall be \$100.00 per caliper Inch.
- E. The penalty for compaction of soil by unauthorized vehicle travel on the grounds shall be \$.45 per square foot of traveled area.
- F. Where the damaged tree is a heritage tree or landscape specimen, the reimbursement amount will be based on a benefit-based-valuation. This service is to be conducted by a certified arborist trained in tree appraisals that is approved by the Owner and the cost of the service will be borne solely by the contractor.
- G. The penalty for damage to a shrub shall be the removal and replacement cost as determined by at least two written quotes obtained by the Owner.

3.5 Removal Responsibility

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

END OF SECTION

SECTION 01 5713
EROSION CONTROL

1.0 GENERAL

1.1 Description

A. Erosion Control shall consist of furnishing all labor, materials, tools and equipment necessary to place riprap material, silt fencing, erosion control blankets and triangular silt dikes in the locations indicated on the drawings.

1.2 Incorporated Specifications

A. The following specifications are incorporated into the document

1. "Standard Specifications for Road and Bridge Construction" – latest edition - Illinois Department of Transportation
 - a. Section 280 Temporary Erosion Control
 - b. Article 1005.01 Stone for Erosion Protection, Sediment Control and Rockfill
 - c. Article 1081.10 Special Erosion Control Materials
 - d. Article 251.04 Erosion Control Blanket
2. Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

2.0 MATERIALS

2.1 Riprap

A. Riprap fill shall consist of sound, durable cobbles and crushed rock having a maximum diameter of eight inches (8") as measured in the smallest dimension. Riprap shall be well graded and meet the gradation requirements for RR3 in accordance with the above referenced and incorporated specification.

2.2 Silt Fence

A. Silt fence shall be polypropylene fabric. Stakes for silt fence shall be wooden or metal and at least five feet (5') long.

2.3 Erosion Control Blanket

A. 3:1 and Greater Slopes shall be Curlex I Single Net. As manufactured by:

1. American Excelsior Company, 850 Avenue H East, Arlington, Texas 76011, (800) 777-7645

a. All staples shall be E-Staple, 4-inch bio-degradable. As manufactured by: American Excelsior Company OR
www.Greenstake.com

B. Erosion control blanket shall be approved by the Department of Transportation. All netting shall be single sided and white UV reactive. Netting shall begin to bio-degrade within 15-18 months of installation. Netting shall have an opening between 1/2" x 1/2" and 2" x 1". Staple shall be 100% Polyhydroxyalkanoate (PHA) plastic, biodegradable from microbial activity in accordance to ASTM D5338 and ASTM D5271. Staples shall completely biodegrade within 24 months of installation. Staples shall be 4 inches (4") in length, T-Shaped and have barbed head and shoulders.

2.4 Triangle Silt Dike Barrier

- A. Triangular silt dike barrier shall be urethane foam and geotextile fabric and shall have protective aprons on both sides of the barrier. Barrier shall be eight inches (8") wide.**

3.0 EXECUTION

3.1 Riprap Installation

- A. Riprap shall be placed in a twelve inch (12") thick layer or as shown on the drawings or as directed by Owner and worked as required to provide a well graded matrix of stone pieces.**

3.2 Silt Fence

- A. Silt fencing shall be placed in the locations shown on the plans and in accordance with the above incorporated specifications. Staking shall be a minimum of eight feet (8') apart. Silt fence shall remain in place for the duration of the construction project and shall only be removed with prior approval.**

3.3 Erosion Control Blanket

- A. Erosion control blankets shall be placed in accordance with the above incorporated specifications. Before barrier installation, ensure areas to be covered are smooth and free of ruts, depressions, rocks or clods over eighteen inches (18") in diameter, sticks and any other debris that will prevent contact between the blanket and soil. Erosion control blanket to be installed within 24 hours after seeding. Staking shall be a minimum of six feet (6') apart and staked per the manufacturer's instructions.**

3.4 Triangular Silt Dike Barrier

- A. Triangular silt dike barrier shall be placed in the locations shown on the plans and in accordance with the above incorporated specifications.**
- B. Secure triangular silt dike by burying the first six inches (6") of the leading edge apron in a two to three inch trench. 4 to 5 staples shall be used on the front apron and 4 to 5 staples shall be used on the rear apron on each seven foot (7') section. Water flow is not allowed under the barrier.**
- C. The barrier shall remain in place for the duration of the construction project and shall only be removed with prior approval. Contractor shall routinely inspect and maintain the barrier. Contractor to ensure that barrier is free of accumulated silt, debris, and other miscellaneous material. Accumulated sediment deposit shall be removed if more than eight inches (8"). Torn or punctured barrier shall be repaired or replaced as directed by the Owner's Representative.**
- D. Contractor shall be required to obtain approval for removal of silt fence. Remove fence, take off site, fill in trenches with topsoil, seed, cover with blanket, and roll as needed to match existing grade and conditions.**

END OF SECTION

SECTION 01 7300
EXECUTION REQUIREMENTS

1.0 GENERAL

1.1 Summary

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
 2. General installation of products.
 3. Progress cleaning.
 4. Starting and adjusting.
 5. Protection of installed construction.
 6. Correction of the Work.

2.0 PRODUCTS (Not Used)

3.0 EXECUTION

3.1 Examination

- A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of storm sewer, and sanitary sewer.
 2. Verify location of existing water lines, electric and private utilities.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of conditions.

3.2 Preparation

- A. Field Measurements: Take field measurements as required to fit the Work properly. Re-check measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner's Representative. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 Construction Layout

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

3.4 Field Engineering

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

3.5 Installation

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

3.6 Progress Cleaning

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

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

3.7 Protection of Installed Construction

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

3.8 Correction of the Work

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

END OF SECTION

SECTION 01 7700
PROJECT CLOSEOUT

1.0 CLEANING UP

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

2.0 AS-BUILT DRAWINGS/SPECIFICATIONS

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

3.0 PUNCH LIST

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

4.0 MAINTENANCE AND OPERATION INSTRUCTION

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

5.0 GUARANTEES

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

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

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

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

END OF SECTION

SECTION 07 3100
ROOFING

1.0 GENERAL

1.1 Section Includes

- A. Asphalt roofing shingles.
- B. Leak barrier and moisture shedding roof deck protection.
- C. Metal flashing associated with shingle roofing.
- D. Ridge vent

1.2 Related Sections

- A. Section 12 9353 – Shelter

1.3 Submittals

- A. Product Data: Manufacturer's data sheets on each product to be used, showing compliance with requirements.
- B. Selection Samples: One set of color cards representing manufacturer's full range of available colors and patterns.
- C. Manufacturer's installation instructions, showing required preparation and installation procedures.

1.4 Quality Assurance

- A. Manufacturer Qualifications: Company specializing in manufacturing the roofing system products specified in this section.

1.5 Delivery, Storage, and Handling

- A. Store products in manufacturer's unopened labeled packaging until ready for installation.
- B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in sunlight.
- C. Store bundles on flat surface to maximum height recommended by manufacturer; store rolls on end.
- D. Store and dispose of solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

2.0 PRODUCTS

2.1 Manufacturers

- A. Acceptable Manufacturer: GAF Materials Corporation, Residential Roofing Products, 1361 Alps Rd, Wayne, NJ 07470; Toll Free Tel: 888-LEAK-SOS; Tel: 888-532-5767; Fax: 973-628-3866; Email: TechnicalQuestions@gaf.com; Web: www.gaf.com
- B. Requests for substitutions must be approved by the Owner prior to installation.
 - 1. When submitting request for substitution, provide complete product data specified above under Submittals, for each substitute product.

2.2 Shingles

- A. Super-heavyweight, granule surfaced, self sealing asphalt shingle with a strong fiberglass reinforced Micro Weave core and an Algae Eater mineral granule surfacing. Specially cut tabs and bold profile provide a rugged hand-split shake appearance with an 8 inch (203 mm) exposure. Meets ASTM D 3018, ASTM D 3161, and ASTM D 3462; UL 790 Class A rated with UL 997 Wind Resistance Label. Lifetime warranted Grand Sequoia Shingles by GAF with a Golden Pledge Limited Warranty.
- B. Color:
 - 1. As selected by Owner's Representative from manufacturer's full range.

2.3 Peak and Ridge Shingles

- A. High profile self sealing hip and ridge cap shingle matching the color of selected roof shingle. Each bundle covers approx. 20 lineal feet (6.01 m). Timbertex Distinctive Ridge Cap Shingles by GAF

2.4 Underlayment

A. Roof Deck Protection:

1. #15 Roofing Underlayment: Water repellent breather type cellulose fiber building paper. Meets or exceeds the requirements of ASTM D 4869 Type I.

2.5 Associated Products

A. Fasteners

1. Standard round wire shingle type, zinc-coated steel or aluminum; 10 to 12 gauge (3.416 mm to 2.657 mm for steel) (2.588 mm to 2.052 mm for aluminum), barbed or deformed shank, with heads 3/8 inch (9.5 mm) to 7/16 inch (11 mm) in diameter; length sufficient to penetrate at least 3/4 inch (19 mm) into solid wood or just through plywood or oriented strand board.

B. Metal Flashing and Drip Edge:

1. 0.032 inch (0.8 mm) aluminum sheet, complying with ASTM B 209.
2. Use 0.023 aluminum drip edge at all roof edges. Color to be selected by Owner's Representative

C. Ridge Vent

1. Ridge vent for the restroom building shall be roll style compatible with roofing and recommended by roofing manufacturer for use with the specified shingles. The vent shall have a built-in bug screen.

3.0 EXECUTION

3.1 Examination

- A. Do not begin installation until roof deck has been properly prepared.
- B. If roof deck preparation is the responsibility of another Installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 Preparation

- A. Clean deck surfaces thoroughly prior to installation of leak barrier and underlayment.
- B. At areas to receive leak barrier, fill knot holes and cracks with latex filler.

3.3 Underlayment

- A. Install using methods recommended by manufacturer in accordance with local building code.

B. Roof Deck:

1. Install a double layer of 15# roof deck underlayment over entire area not protected by eave or valley membrane; run sheets horizontally lapped so water sheds; nail in place.
2. On roofs sloped between 2 in 12 and 4 in 12, lap horizontal edges at least 19 inches (480 mm) and at least 19 inches (485 mm) over eave protection membrane.
3. Lap ends at least 4 inches (100 mm); stagger end laps of each layer at least 36 inches (915 mm).

3.4 Drip Edge

- A. Install drip edge on all faces starting at the eave edge, working up the rake edges, overlap the drip edge 2 or 3 inches.

3.5 Shingles

- A. Install in accordance with manufacturer's instructions and requirements of

local building code.

1. Avoid breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
 2. Handle carefully in hot weather to avoid damaging shingle edges.
 3. Secure with 4 to 6 nails per shingle; use number of nails required by manufacturer or by code, whichever is greater. Nails must be long enough to penetrate through plywood or OSB, or 3/4 inch (19 mm) into dimensional lumber
- B. Install hip and ridge shingles as required by the manufacturer.
1. At ridges, install hip and ridge shingles over ridge or ridge vent material;

3.6 Protection

- A. Stage work progress so that traffic is minimized over completed roofing.
- B. Protect installed products until completion of project.

3.7 Valley Protection

- A. For "closed-cut," "woven," and "open" valleys first place one ply of WinterGuard, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum 6 inches (152 mm). Follow instructions of shingle and waterproofing membrane manufacturer.

3.8 Metal Flashing

- A. Weather-lap joints minimum 2 inches (50 mm).
- B. Seal work projecting through or mounted on roofing with asphalt roofing cement and make weather-tight.

END OF SECTION

SECTION 09 9623
ANTI-GRAFFITI COATINGS

1.0 GENERAL

1.1 Section Includes

- A. Clear anti-graffiti coating for exterior surfaces.

1.2 System Description

- A. To provide a tough and durable Anti-Graffiti Coating finish that dries clear, non-yellowing with low-luster sheen.
- B. All products VOC – Used materials must contain no more than 95 grams per liter VOC.

1.3 Submittals

- A. Product Data: Manufacturer's current technical data sheets for materials, and schedule indicating:
 - 1. Recommended waterproof coating serving as base layer of system
 - 2. Number of coats required for subsequent coating types
- B. Manufacturer's Field Reports: Indicate installation procedures, coverage, quantities, progress, unacceptable conditions and methods of resolution.
- C. Maintenance Data: Provide manufacturer's recommended maintenance procedures, including Instructions for graffiti removal, recommended procedures for re-application of intermediate coatings and periodic maintenance of coating.

1.4 Quality Assurance

- A. Mock-Up or Test Panels: Before full-scale application, test products to be used on a mock-up or test panel.
 - 1. Review manufacturer's product data sheets to determine suitability of each product for each surface.
 - 2. Apply products using manufacturer-approved application methods, determining actual requirements for surface preparation, coverage rate, number of coats, and application procedures.
 - 3. After 48 hours, review effectiveness of protection, compatibility with substrates, and ability to achieve desired results.
 - 4. Obtain approval by Architect and Owner of workmanship, color, and texture before proceeding with work.
- B. Installer shall comply with recommendations and instructions set forth by manufacturer as part of manufacturer's service in addition to complying with the terms of the warranty.
- C. Do not proceed with material application until all deficiencies noted in pre-application inspection report have been corrected.

1.5 Delivery, Storage, And Handling

- A. Deliver materials in original sealed containers clearly marked with manufacturer's name, type of material, and batch number.
- B. Inspect the materials upon delivery to assure that specified products have been received.
- C. Store materials where temperatures are not less than 40 degrees F and not greater than 90 degrees F.
- D. Do not store in direct sunlight.
- E. Reduce exposure to moisture and heat.
- F. Use all means necessary to protect material before, during, and after installation, and to protect work of other trades.

1.6 Environmental Requirements

- A. All materials shall comply with current Federal and State environmental requirements. Used materials must contain no more than 95 grams per liter VOC.

1.7 Warranty

- A. The Contractor and Installer shall jointly and severally warrant product against failure and workmanship for a period of 1 year from date of Substantial Completion.
- B. Before final application for payment will be approved, final closeout submittals must include written manufacturer's warranty.

2.0 PRODUCTS

2.1 Manufacturers

- A. Rainguard International, 1079 Culpepper Drive, Conyers, GA 30094 (866) 989-5159

2.2 Materials

- A. Refer to manufacturer's published data bulletins for applications and installation recommendations.
 - 1. Blok-Lok water repellent.
 - 2. VandlGuard anti-graffiti coating.

3.0 EXECUTION

3.1 Examination

- A. Verify that surfaces to be coated are in proper condition.
 - 1. New substrates: Cured 30 days before application.
 - 2. Cured substrates: Allowed to dry three to seven days following rainfall before application.
 - 3. Substrate moisture content no higher than 15 percent as registered on an electronic moisture meter.
- B. Do not apply to surfaces below 40 degrees F or above 90 degrees F. Do not apply in the direct sun. Do not apply if relative humidity is greater than 80%.
- C. Where freezing conditions have existed before application, allow adequate time for building to thaw.
- D. Do not begin until mock-up/test panels have been approved by Architect.

3.2 Preparation

- A. Remove dirt, dust, oil, grease, release agents, excess mortar, and other contaminants that would interfere with penetration or performance of products; where cleaners are required, use products recommended by manufacturer; rinse thoroughly and allow surface to dry completely.
- B. Surfaces shall be structurally sound, dry, clean and free of dust, dirt, grime, oil, scale, rust, silicones, curing compounds, alkali, acid residues, etc.
- C. Prevent overspray, wind drift and splash onto surfaces not to be treated.
- D. Protect windows and work of other trades against damage by coatings, whether to be coated or not.
- E. Protect plant life against damage from coatings.

3.3 Application

- A. Apply materials in strict accordance with manufacturer's recommendations and when substrate surface temperature is above 40 degrees F.
 - 1. Follow instructions in manufacturer's current technical data sheet for general information and coverage rates.
 - 2. Apply one coat of Blok-Lok.

- 3. Apply two coats of VandIGuard over coat of Blok-Lok.
 - B. Mix materials in strict accordance with manufacturer's instructions; do not dilute unless permitted by manufacturer.
 - C. Spray apply water repellent using high-volume, low-pressure spray equipment. Pressure not to exceed 60 psi. Hudson or garden-type sprayer can be used for small applications. Spray tip size to be .035 and .051.
 - D. Clean all drips, runs, and overspray residue while still wet.
 - E. Allow coating to dry and become clear before applying subsequent coats. Achieve a uniform pinhole free, continuous film.
 - F. During process of work, remove discarded coating materials, rubbish, cans, and rags at end of each workday.
- 3.4 Field Quality Control
- A. Provide the services of the manufacturer's authorized field representative to verify that installed products comply with manufacturer's requirements and with the standard established by the Architect approved mock-up/test panels.
- 3.5 Adjusting, Cleaning And Protection
- A. At completion of work, remove protective coverings.
 - B. If surfaces that should have been protected from damage by this work have been damaged; clean, repair or replace to the satisfaction of the Architect.
 - C. Repair or replace damaged treated surfaces.
 - D. Protect completed work from damage during construction.

END OF SECTION

SECTION 12 9300
SITE FURNITURE

1.0 GENERAL

1.1 Description

- A. This work shall consist of all labor, equipment and materials necessary for complete installation of all specified site furniture. Site furniture that is specified in and around play areas shall also conform to SECTION 11 6813, Playground Equipment.
- B. As part of this work, the Contractor shall coordinate with Owner for delivery, and storage of site furniture. Contract bid includes the coordination and labor necessary to install site furniture completely. This shall also include checking freight ticket, providing a copy to the Owner's representative, and inspection of items shipped. Contractor to provide secure storage of equipment prior to installation. In the event of damaged or missing parts, the Contractor shall immediately notify the distributor/vendor and the Owner.

2.0 MATERIALS

2.1 Site Furniture

- A. All site furniture shall be as designated on the plans or approved equals as per the Specifications. The Contractor shall not modify site furniture.

3.0 EXECUTION

3.1 Installation

- A. All site furniture shall be installed as per manufacturer's specifications and recommendations and shall follow all plans and details. Wherever the details and manufacture's specifications do not agree on footing size, the larger footing shall prevail. Wherever the details and manufacturer's specifications do not agree on any other item, the Owner shall be notified and a decision rendered.
- B. Contractor shall be responsible for trimming all bolts and other similar fastener items to within one-quarter inch (1/4") of the nuts/fasteners. All fasteners shall be secured in a manner that will prevent removal: such as peening, tack welding, or tamper proof fasteners.

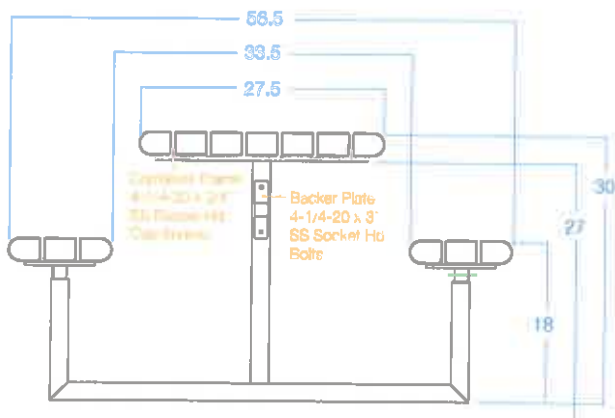
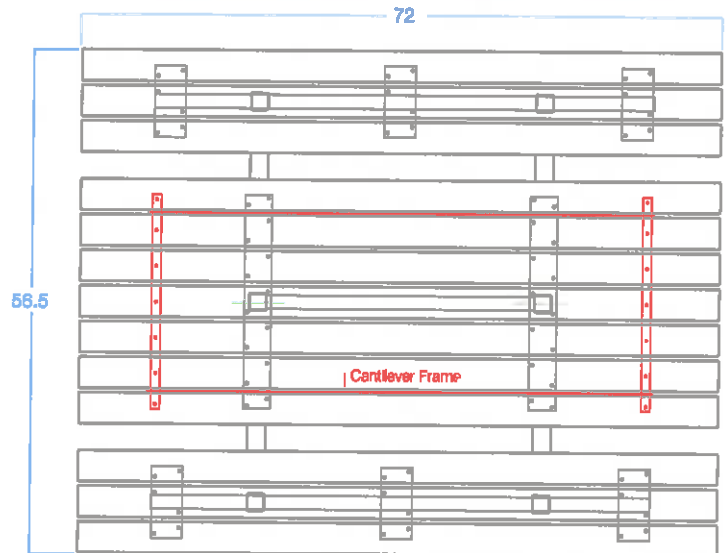
END OF SECTION

ParkSeries 72" Picnic Table / ADA Universal



ADA Requirements:

Width	30"
Height	27"
Depth	24"
Seat	17"-18"



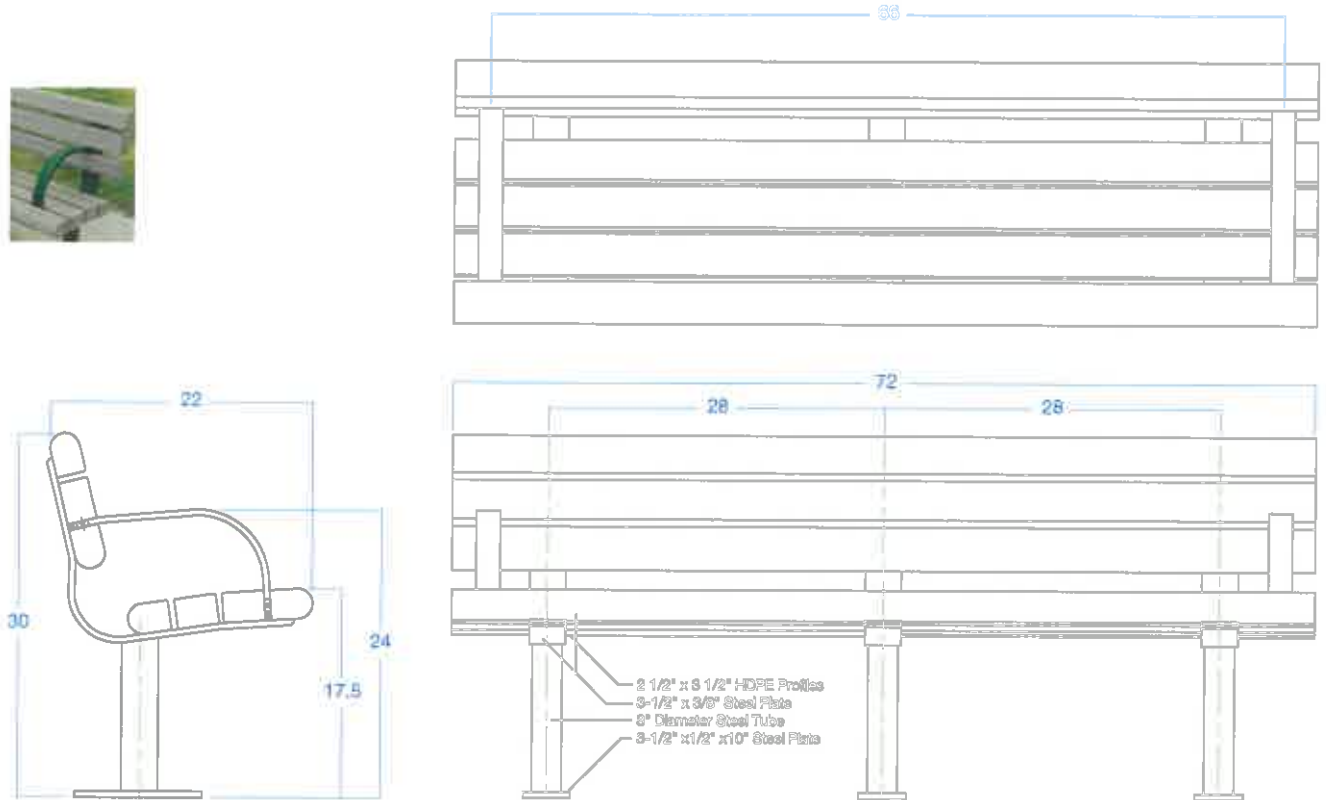
Specification Options

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<input type="checkbox"/> Custom	<input type="checkbox"/> Green
	<input type="checkbox"/> Charcoal
	<input type="checkbox"/> Black
HDPE Colors	<input type="checkbox"/> Gray
<input type="checkbox"/> Custom	<input type="checkbox"/> Cedar
	<input type="checkbox"/> Weathered
Length Options	<input type="checkbox"/> 60" - ADA Universal
	<input type="checkbox"/> 72" - ADA Universal
	<input type="checkbox"/> 96" - ADA Universal
Installation Option	Surface Mount Tabs



Designed by Framstrom White Design

ParkSeries | Contour Seat / Arm and Armless

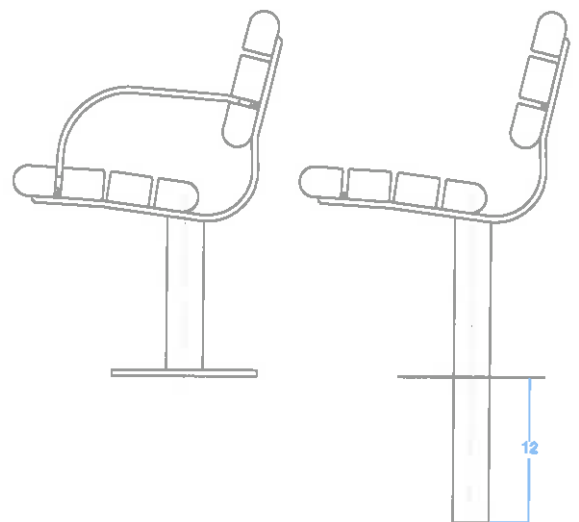


Specification Options *Asterisk categories must be selected

* Powder Coat Colors		<input type="checkbox"/> Brown
<input type="checkbox"/> Standard Gloss	<input type="checkbox"/> Green	
<input type="checkbox"/> Standard Matte	<input type="checkbox"/> Charcoal	
<input type="checkbox"/> Custom/Specify	<input type="checkbox"/> Black	
	<input type="checkbox"/> Red	
* HDPE Colors		<input type="checkbox"/> Gray
<input type="checkbox"/> Custom/Specify	<input type="checkbox"/> Cedar	
	<input type="checkbox"/> Weathered	
* Length Options-w/Arms		<input type="checkbox"/> 60" - PAR.CON.SE.060.ARM
	<input type="checkbox"/> 72" - PAR.CON.SE.072.ARM	
	<input type="checkbox"/> 96" - PAR.CON.SE.096.ARM	
* Length Options-Armless		<input type="checkbox"/> 60" - PAR.CON.SE.060
<input type="checkbox"/> Custom Length/Specify	<input type="checkbox"/> 72" - PAR.CON.SE.072	
120" Seat has 4 Supports	<input type="checkbox"/> 96" - PAR.CON.SE.096	
Contour Center Arm Kit	<input type="checkbox"/> 9944 - 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	
Surface Installation Kit	<input type="checkbox"/> 9300-004-INST	

Contour/Arm/Surface Mount

Contour/Armless/Embedded



March 2013 10 Administration/White Design

SECTION 12 9353
SHELTER

1.0 GENERAL

1.1 Summary

- A. This work shall consist of all labor, equipment and materials necessary for complete installation of fireplace as called for in the plans and details.
- B. All work, which is without a specification herein, shall be performed in accordance with local codes and ordinances.

1.2 Related Sections

- A. Section 32 1313– Concrete Paving
- B. Section 07 3100– Roofing
- C. Section 09 9623– Anti-Graffiti Coatings

1.3 Submittals

- A. Manufacturer's shop drawings and installation instructions for the shelter.
- B. Contractor shall submit paint, coating materials for approval prior to application.
- C. Submit manufacturer cut sheets for all light fixtures and accessories for Owner's approval and color/finish selections.

1.4 Delivery, Storage, and Handling

- A. Contractor shall be responsible for delivery, storage and security of the parts and materials until Final Acceptance. Store materials in original undamaged packages and containers, inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, humidity, vandalism and theft.

1.5 Sequence and Scheduling

- A. Sequence shelter installation with other work to minimize possibility of damage and soiling during remainder of construction period. Where possible, install after other finishing operations have been completed.

2.0 PRODUCTS

2.1 Equipment

- A. All proprietary items shall be considered specified as "or equal". All equivalent substitutions must be approved by Owner's Representative.
- B. All fixtures shall be supplied with the complimentary accessories and parts required for proper installation and operation.

2.2 The Contractor shall supply and install the shelter wholly and completely with all hardware, fixtures, utilities, components and coatings necessary to provide a finished product. The shelter shall be the Cedar Forest Products picnic shelter as depicted in the plans or approved equal. The shelter shall be surface mounted to concrete piers using base shoes provided by the manufacturer.

- A. The Schedule of Electrical Fixtures is on the plans.
- B. The Schedule of Paint and Coatings is on the plans.
- C. Roofing will be as specified on the plans and related specifications.
- D. All steel parts shall be factory finished in powder coated steel, black color.

2.3 Stain Materials

- A. All wood components shall be stained with one coat primer and two coats stain. Formulation, brand and color of stain shall be as specified on the plans and schedules.
- B. Use only new, unopened paint purchased for this job.

- C. Deliver in the original packages and use without adulteration.
 - D. Mix thoroughly prior to application dispersing the pigments evenly throughout the vehicle.
 - E. Store paint in airtight containers in area where temperatures are above freezing.
- 2.4 Roofing Materials
- A. Shall be as specified in related section.

3.0 EXECUTION

3.1 Installation

- A. Verify that all components and parts have been delivered. If not, contact manufacturer to obtain the correct parts.
- B. The contractor shall not modify equipment
- C. All equipment detailed on the drawings shall be provided and installed per the manufacturer's plans and specifications.
- D. The Contractor shall un-crate, clean and assemble all parts as necessary to install complete and usable item.
- E. Contractor shall set the shelter on prepared footings and foundation. Footings and foundations shall be as per details. Foundation will be constructed to local codes, and good construction practices for the specific site conditions. Foundation footings shall be plumb and level with each other.
- F. Remove all stickers, staples, tags and packing materials from the equipment except for those required by law.

3.2 Painting and Staining

- A. All coatings shall be applied strictly according to manufacturer's instructions including surface preparation, application method, and timing, use of tack coats, re-coating and curing.
- B. Store paint and stain materials according to manufacturer's instructions.
- C. Complete with anti-graffiti coatings, see related section.

3.3 Cleaning

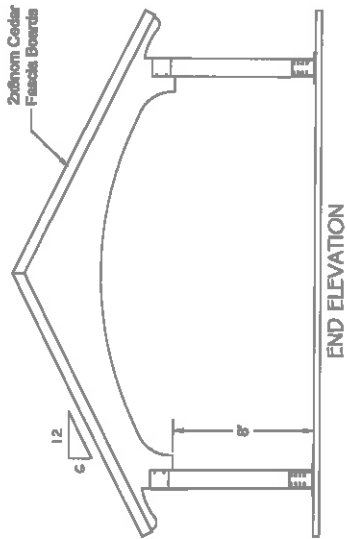
- A. Clean and polish exposed surfaces, using materials and methods recommended by manufacturer.

3.4 Protection

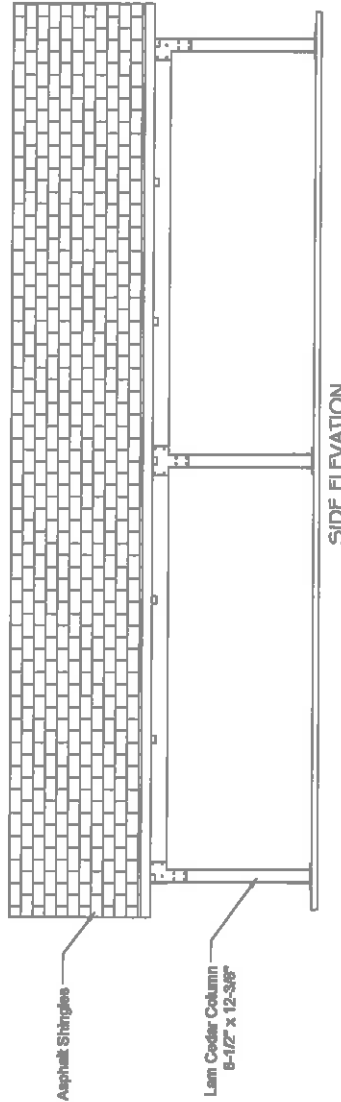
- A. Protect accessories against damage during remainder of construction period, complying with manufacturer's directions.
- B. At direction of Owner, repair or replace any damaged fixtures and accessories.

END OF SECTION

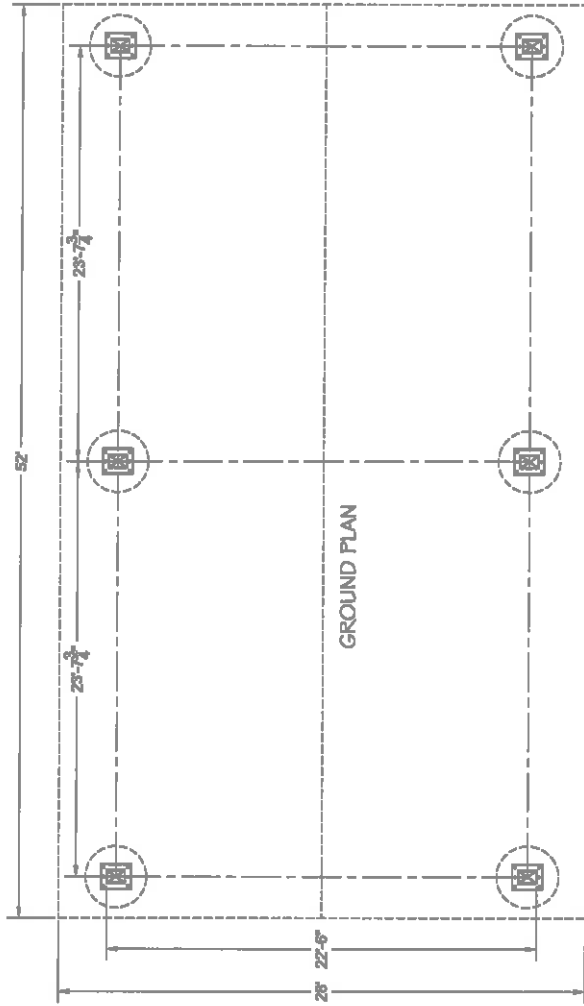
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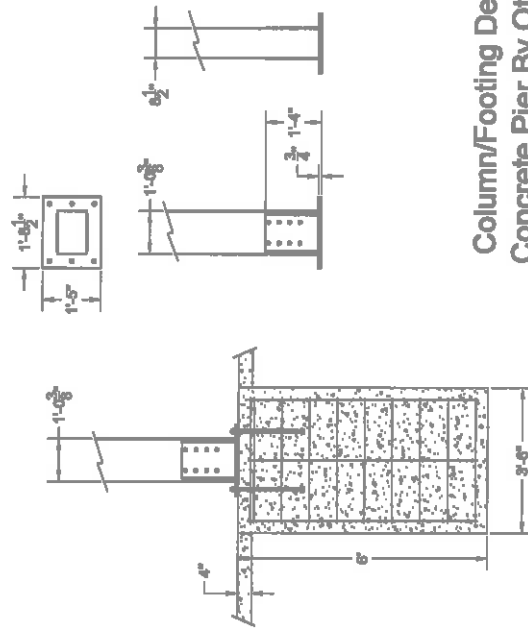
END ELEVATION



SIDE ELEVATION



GROUND PLAN



Column/Footing Detail
Concrete Pier By Others
Not to Scale

P.O. BOX 14
WEST OLIVE, MI 4908
800-532-9885
WWW.CORNFORTSTRUCTURE.COM



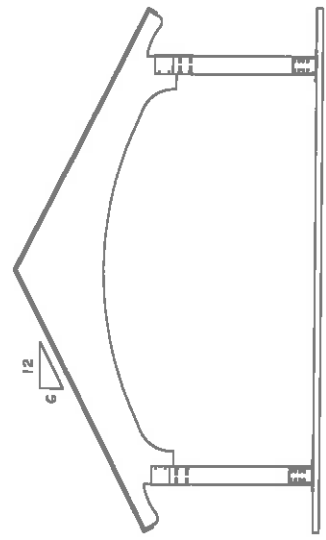
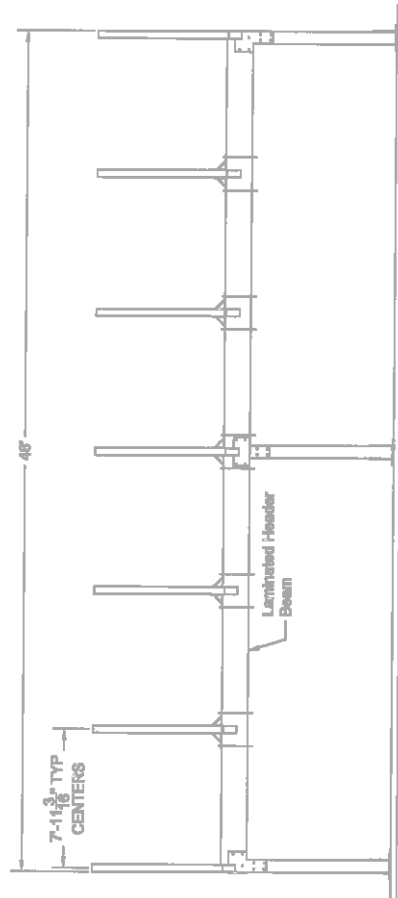
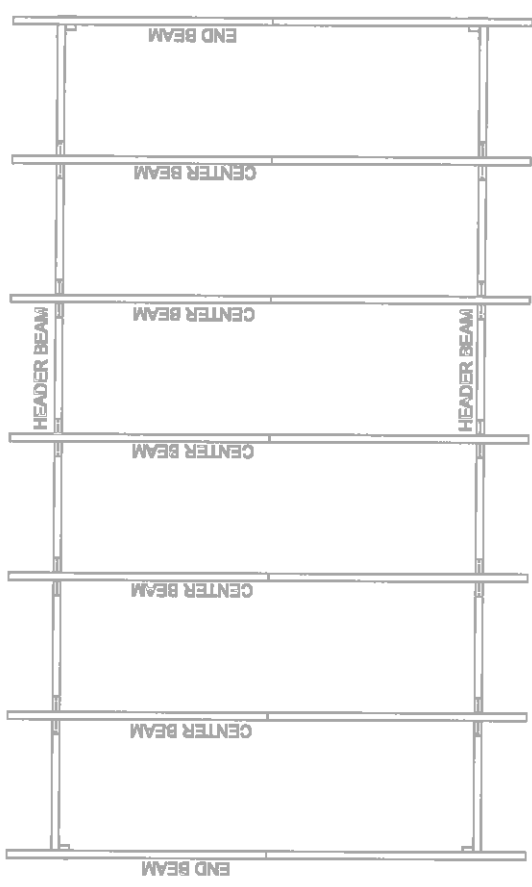
PRELIMINARY
NOT FOR CONSTRUCTION

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MODEL NUMBER: LB2668-CUS SHOWN WITH STANDARD OPTIONS
DESCRIPTION: 26x62 Custom Laminated Beam Shelter
Possible Options:
 SQA METAL ROOF METAL BASE BRUSH LAGGING PROTECTION
 STAINLESS STEEL ROOF STAINL. COATING 2 TIER ROOF
 LEAK SEALANT CUSTOM ROOF FITS CHIMNEY

DATE: 08-15-13
SHEET:
1 OF 3

SCALE: N/A



P.O. BOX 116
 WEST CLAY, ME 04090
 207-553-9495
 WWW.CHEAPFASTESTPRODUCTS.COM

PRELIMINARY
NOT FOR CONSTRUCTION

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MODEL NUMBER: LBP853-CUS SHOWN WITH STANDARD OPTIONS
DESCRIPTION: 28x62 Custom Laminated Beam Shelter
 Possible Options: STEEL METAL ROOF METAL BASE BRIDES LIGHTING PROTECTION
 STAINLESS STEEL ROOF STAINLESS STEEL BRIDES 2 TIER ROOF
 CEILING BRIDGES CUSTOM ROOF PITCH CUPOLA

DATE: 08-18-10
 DRAWING NO: LBP-0771
 SHEET: 2 OF 3

SECTION 13 3400
PRE-FABRICATED RESTROOM BUILDING

1.0 GENERAL

1.1 Description

The information described herein is general in nature and the manufacturer's specification shall be referred to for installation purposes.

1.2 Incorporated Specifications

All work herein shall be performed in accordance with manufacturer's specification, CXT Precast Products Division, or approved equal.

2.0 MATERIALS

2.1 Materials shall be CXT Pre-cast Products Division Toilet as noted on attached specification.

2.2 Model: Double Rocky Mountain with Chase, Solar Light Kit, Solar Vent Kit, and Illinois State Engineered Sealed Drawings

2.3 Description: Double Rocky Mountain double vault toilet building with standard simulated cedar shake roof and batt and board wall texture, two 16 gauge galvanized steel doors and frames, two plastic risers, ADA grab bars, ADA signs, two 3-roll toilet paper holders, two wall vents, and two, 1000 gallon ABS lined concrete vaults

3.0 EXECUTION

3.1 Scope of Work: The installation of the toilet unit shall include gravel base and installation of the building and vault.

3.2 Unit may be installed by the Contractor or by CXT Pre-cast. It is strongly recommended that the Contractor use the lifting plates as supplied by the manufacturer. These plates will prevent damage to the building when used properly and are available by placing a deposit with CXT.

3.2 Location: It is the responsibility of the Contractor to:

- 1. Order unit and provide all work associated with ensuring unit is installed correctly. Include factory architect sealed drawings for permits.**
- 2. Apply for and obtain all necessary permits.**
- 3. Provide exact location by stakes or other approved method**
- 4. Provide clear and level site free of overhead and/or underground obstructions with a 18" compacted gravel (CA-6) pad. Compaction to 95% proctor density.**
- 5. Provide access to the site for truck delivery and sufficient area for the crane to install and the equipment to perform the installation requirements.**
- 6. And provide any other necessary requirements stated by CXT Pre-cast.**
- 7. All adjacent site work including concrete walkways is the responsibility of the Contractor under separate pay items.**

END OF SECTION

REVISIONS			
NO.	DATE	BY	APP.
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CL. FC. COND.	DR. FC. COND.	APPROXIMATE WEIGHT



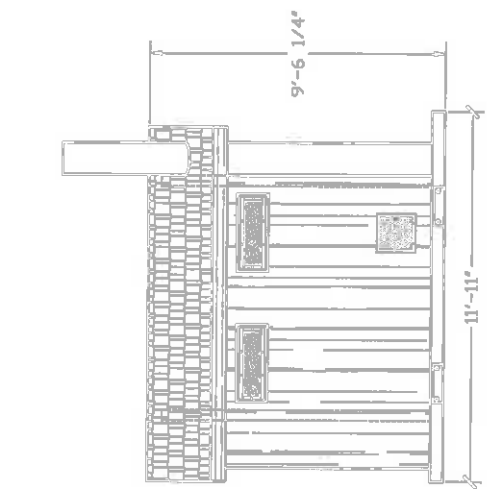
CXT
Precast Products
 TIOGA with CHASE
 CXT STANDARD BUILDING

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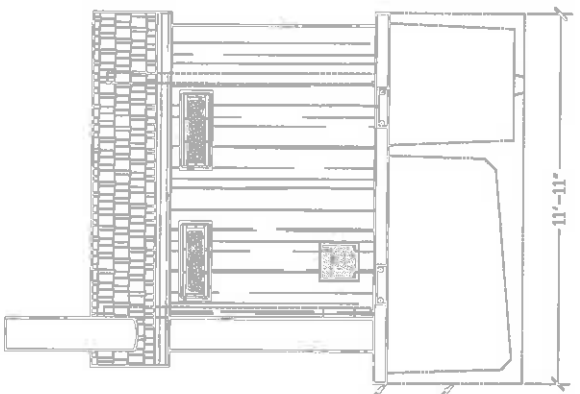
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	PD-TW002	48	
CHECKED			

DWG NO.	SHEET	REV.
TWC-02		

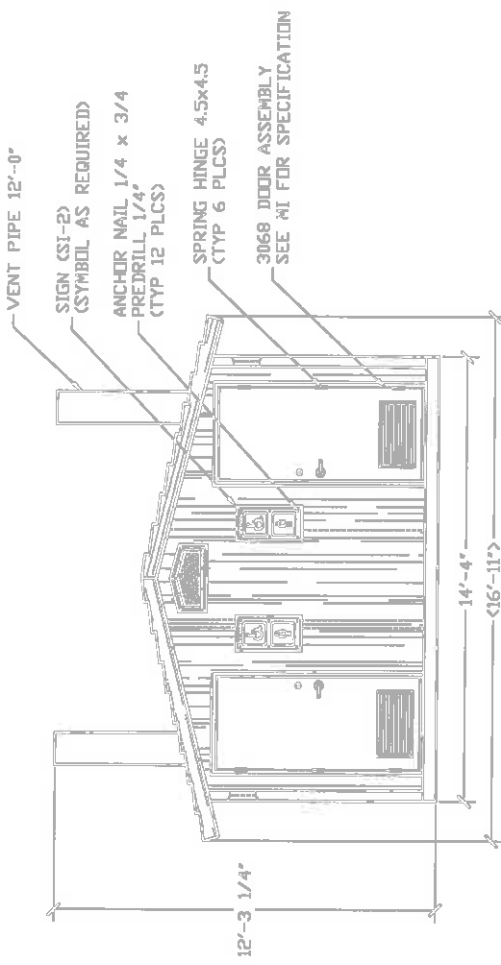
BUILDING ELEVATIONS



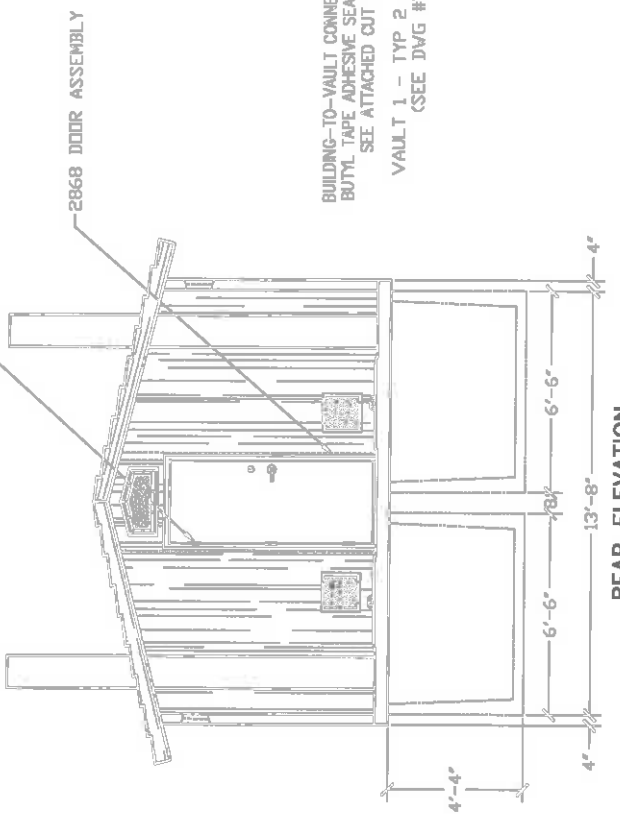
RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION



REAR ELEVATION

NO.	DESCRIPTION	QTY	UNIT
1	ONE WAY GALV. NAIL 1/4"	4	EA
2	ANCHOR LEAD 5-MI	4	EA
3	TP DISPENSER	2	EA
4-4	TOILET PAPER ROLL	4-4	EA
5	COAT HOOK	2	EA
6	DOOR STOP	2	EA
7	6-1	2	EA
8	BLIND NUT 1/8x1/4	4	EA
9	CUT UP TAG	2	EA
10	ANCHOR NAIL 1/4x3/4	2	EA
11	ANCHOR NAIL 1/4x3/4	2	EA
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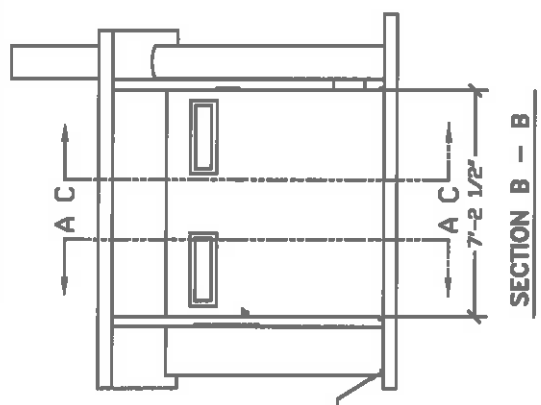


TIOGA with CHASE
CXT STANDARD BUILDING

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CHECKED	PLK	PLANT	100

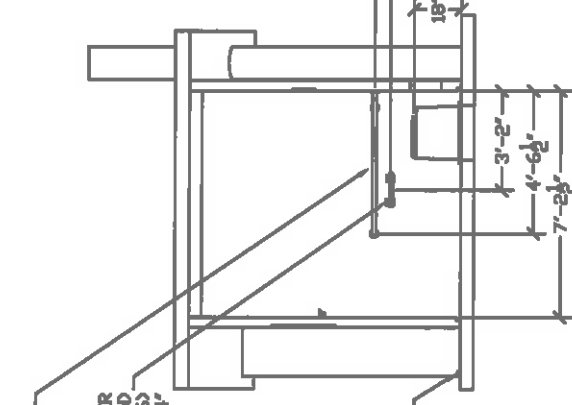
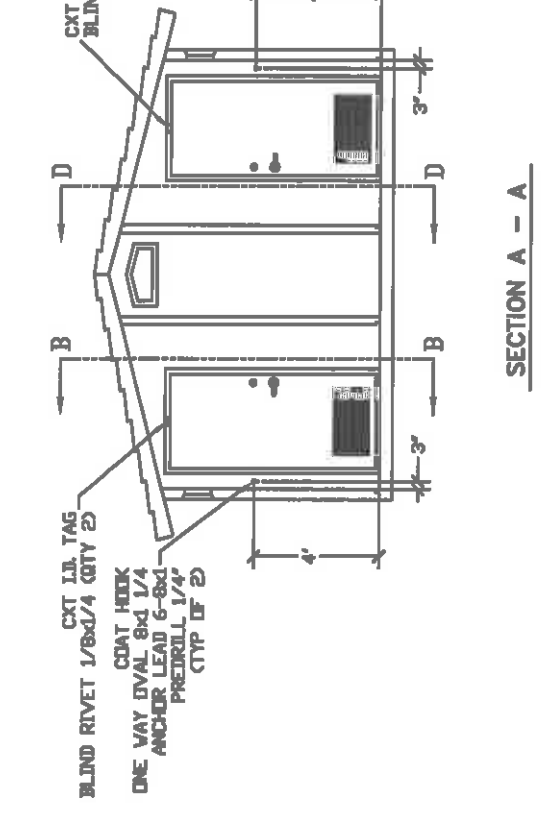
INTERIOR ELEVATIONS
SHEET NO. TWC-03
NEXT



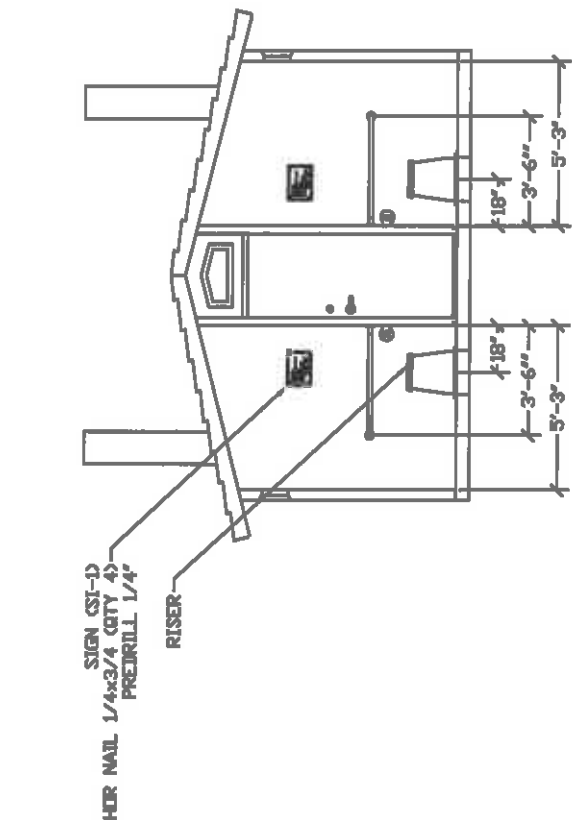
SECTION B - B



SECTION A - A




SECTION D - D



SECTION C - C





Precast Products
PRODUCT LINE
TIOGA with CHASE
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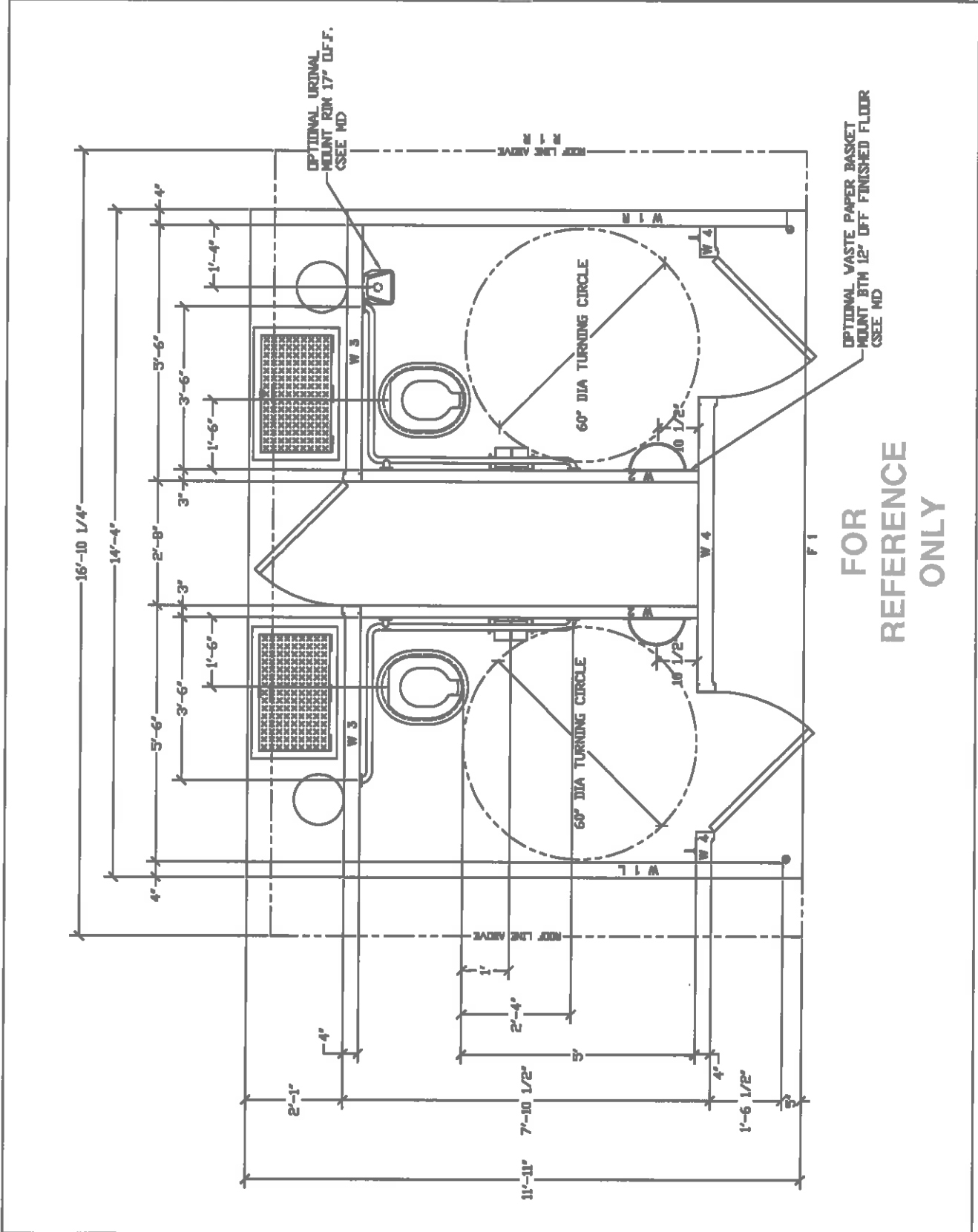
CXT International

SCALE	1/2" = 1'-0"	DATE	05-22-80
DRAWN	FILE NO.	PROJECT	24
CHECKED	PLANT	FLOOR PLAN	

DWG. NO. **TWC-04**

SHEET

FLOOR PLAN



SECTION 32 1216
ASPHALT PAVING

1.0 GENERAL

1.1 Description

A. This work consists of providing all labor, material, tools and equipment necessary to construct new asphalt paths

1.2 Code and Regulations

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

2.0 MATERIALS

2.1 Crushed Aggregate Base

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

2.2 Prime Coat

A. The prime course shall consist of cutback asphalt MC-30 in conformance with Section 406.05 of the State Specifications. Bituminous prime coat shall be applied with the application rate being a minimum of 0.30 gallons per square yard. Priming shall be applied through the use of a pressurized distributor vehicle or hand sprayer, at a rate of 0.2 to 0.5 gallons per square yard. Excess prime showing on the surface after the curing period, shall be blotted with sand prior to placement of the asphalt. All work and materials shall conform to applicable provisions of Section 406 of the IDOT Standard Specifications.

2.3 Asphalt Binder Course

A. The asphalt binder course shall be HMA Binder Course Mix, IL95, N50, conforming the IDOT Standard Specifications. All work and materials shall be performed in accordance with applicable provisions of the IDOT Standard Specifications. The minimum thickness of the completed bituminous binder course shall be as noted on plans measured at any point on the pavement surface.

2.4 Asphalt Surface Course

A. The asphalt surface course shall be HMA Surface Course Mix C, N50, constructed on previously placed bituminous binder course or compacted base, per plans. The minimum thickness of the finished bituminous surface course shall be as noted on plans measured at any point of the pavement surface per appropriate detail. The work and materials shall conform to applicable provisions of the IDOT Standard Specifications except as revised

herein. The aggregate used in the preparation of the surface mixture shall conform to the following gradation:

Passing ½" sieve	100%
Passing #4 sieve	65% - 85%
Passing #10 sieve	50% - 65%
Passing #40 sieve	10% - 27%
Passing #200 sieve	5% - 7%

1. The bituminous material used in the surface mixture shall be asphaltic cement grade 85-100 or 120-150 as approved by the Owner's Representative.
- B. The finished surface shall be true, uniform in texture, free from ruts, depressions, cracks, tears and checks, in conformance with Article 406.11 of the State Specifications. When tested, water should not stand or pool twenty-four hours after flooding

3.0 EXECUTION

3.1 Methods

- A. Construction methods shall follow specifications described herein.

3.2 Protection of Vegetation

- A. Protection of existing vegetation shall conform with Article 201.01 of the State Specifications. Protected vegetation shall include all trees, shrubs, plants or other vegetation within or adjacent to the construction area.
- B. At no time shall any material or equipment be stored, nor any construction activity take place within the drip line of any tree, within or adjacent to the construction area, without the written approval of the Landscape Architect.

3.3 Restoration

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

END OF SECTION

SECTION 32 1313
CONCRETE PAVING

1.0 GENERAL

1.1 Description

- A. This work shall consist of all labor, equipment and materials necessary for complete installation of concrete work: slabs, paving, curbs, walls, footings, and concrete work as called for in the plans and details.
- B. All work, which is without a specification herein, shall be performed in accordance with the Standard Specifications for Road and Bridge Construction, latest edition adopted by the Illinois Department of Transportation.

1.2 Submittals

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

2.0 MATERIALS

2.1 Crushed Aggregate Base

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

2.2 Concrete Materials

- A. The concrete shall be constructed of Portland Cement Concrete Type A, which shall have a minimum of six (6) bags of type one cement per cubic yard. Concrete shall meet ASTM C94.
- B. The coarse aggregate used shall contain a maximum of 2%, by volume, deleterious material (commonly called chert free aggregate) and the maximum size of the stone shall be three-quarter inch (3/4").
- C. Air content shall be not less than 5%, or more than 8%, and the slump shall not exceed four inches (4"). Fourteen (14) day compressive strength tests resulting in less than 3500 p.s.i. shall be cause for removal and replacement at Contractor's cost. Portland Cement shall conform to the requirements of the current ASTM Specifications for Air-Entraining Portland Cement.

2.3 Metal Reinforcing

- A. Metal shall be fabricated conforming to the most current standard of ASTM A616, Deformed Billet-Steel Bars for Concrete Reinforcement of the grades indicated on the drawings. Welded wire mesh or fabric shall conform to Specifications for Welded Steel Wire Fabric for Concrete Reinforcement ASTM 185-current year.

2.4 Fiber Reinforcing

- A. Fiber reinforcing material to be Grace MicroFiber™ or approved equal, manufactured from 100% virgin polypropylene in a microfilament form and contain over 50 million individual fibers for each 1.0 lb/yd³ dosed. MicroFiber shall be engineered specifically for use in concrete, alkali resistant, non-absorptive and completely non-corrosive. MicroFiber shall comply with ASTM

Designation C 1116 Standard Specification for Fiber-Reinforced Concrete and Shotcrete, Type III Synthetic Fiber-Reinforced Concrete or Shotcrete.

- B. Fibers shall be 20 mm (3/4 in.) multifilament polypropylene fibers as supplied by Grace Construction Products, 62 Whittemore Avenue, Cambridge, MA 02140. 450 grams (1 lb) of fibers shall contain no less than 50 million individual fibers. 225 grams (0.5 lb) of fibers shall contain no less than 25 million individual fibers. Required dosage rate shall be as specified by the design engineer or architect. Grace MicroFiber shall be used in strict accordance with the supplier's recommendations and within time as specified in ASTM C 94. The fiber shall comply with ASTM Designation C 1116 Type III 4.1.3. Standard ACI 302 procedures for placing, finishing and curing shall be followed when using Grace MicroFiber.

2.5 Additives

- A. Additives that have not been aforementioned within this specification shall not be used in any concrete without written approval from the Owner or Owner's Representative.

2.6 Forms

- A. Forms shall be of lumber with a minimum two-inch (2") nominal thickness and six-inch (6") nominal width or steel with equal rigidity. They shall be held securely in place by stakes, braces, or other means and shall not allow concrete leakage. Forms for curves shall be flexible or shall be curved forms conforming to radius of curves shown on drawings. The use of straight sections will not be permitted for curves. Forms shall be clean and those for surfaces to be exposed shall produce a smooth, even finish without fins or board marks.

2.7 Expansion Joint Material

- A. Expansion joint material shall meet the Illinois Department of Transportation Standard for Road and Bridge Construction, latest edition, Section 1051.00 Preformed Expansion Joint Fillers. Approved filler shall be as described in Section 1051.03 Bituminous Preformed Joint Filler and 1051.04 Preformed Fiber Joint Filler and 1051.05 Bituminous Preformed Inorganic Fiber Joint Filler and 1051.08 Preformed Closed Cell Plastic Joint Filler. All applicable sections shall apply for the above approved items.

3.0 EXECUTION

3.1 Concrete Mixing

- A. Concrete shall be mixed only as required for immediate use and any which has developed initial set shall not be used. Concrete, which has partially hardened, shall not be re-tempered or re-mixed. The use of a fractional sack of cement will not be permitted unless the fractional part is measured by weight. The mixer shall be cleaned thoroughly each time when out of operation for more than thirty minutes.
- B. Concrete mixes will be measured as described in the current Method Test for Consistency of Portland Cement Concrete of the ASTM Designation C-143. The concrete shall at times be of such consistency and workability, that it will puddle readily into corners and angles of the forms and around joint, dowels, tie bars and reinforcement without excessive spading, segregation or undue accumulation of water.

- C. The mixing of concrete in truck mixers in route from the batching plant to the site will not be allowed without prior approval. Mixing shall take place at the batching plant. The mixing shall be done on a level area, sloping not more than two percent in any direction.
- D. The concrete shall be discharged within a period of one hour after the introduction of the mixing water with the dry materials or within a period of 1-1/2 hours after the cement has been placed in contact with the aggregates. It shall be within the specified limits for consistency and air content and it shall not be segregated.

3.2 Sub-grade

- A. Sub-grade or base shall be accurately graded and compacted as specified in Section 31 2000, EARTHWORK. The sub-grade or base shall be moistened just before the concrete is placed.

3.3 Forms

- A. The forms shall be set so that concrete slabs will have a slope of not less than one-quarter inch (1/4") per foot. Forms shall be held in line and grade by stake or braces at intervals to produce layout as specified in plans. Straight lines shall change to curve where line is tangent to curve. Forms shall be constructed in a manner that will permit their removal from exposed areas without damage to fresh concrete. Forms shall be of the full depth of the structure. Provide uniform bearing for all forms. The inside surface of the forms shall be oiled with a light, clear paraffin-base oil which will not discolor or otherwise injuriously affect the concrete as on walls or other exposed surfaces. All forming shall be approved by Owner or Owner's Representative before pouring concrete.

3.4 Reinforcement

- A. All steel reinforcement shall be accurately placed in position shown on plans and firmly held during the placing of concrete. When placed in the work, steel shall be free from dirt, rust, mill scale, paint, oil or other foreign material. Bars shall be placed with a variation in spacing between adjacent bars of not more than one-sixth of the spacing shown on the plans, and the clear distance from the near surface of the concrete and the reinforcement shall not vary from the distance shown on the plans by more than one-fourth the plan distance. Bars shall be tied at all intersections except where the spacing is less than one foot in each direction in which case every other intersection shall be tied. Supports for reinforcement which are to remain in the work shall be either precast concrete blocks of approved shape and dimensions, or approved preformed steel bar-chairs.
- B. Bars shall not be spliced except as provided on the plans or as authorized by the Owner or Owner's Representative.
- C. MicroFiber may be added to concrete at any point during the batching or mixing process. MicroFiber may be added to the aggregate during weighing or charging, or to the central mixer or truck before, during, or after charging. The concrete must be mixed at high speed for 5 minutes, or 70 revolutions, after the addition of MicroFiber to ensure uniform distribution. The standard range of addition for MicroFiber is 300 to 600 g/m³.

3.5 Placing Concrete

- A. Placing concrete shall not be permitted until the sub-grade and forms have been approved by the Owner or Owner's Representative. The concrete shall be placed in one pour for the full depth of stated structure unless otherwise approved by the Owner or Owner's Representative. The concrete shall be placed in successive batches for the entire width of structure. It shall be struck off from 1/2" to 3/4" higher than the finished grade, tamped until all voids are removed and free mortar appears on the surface. Finally, it shall be thoroughly spaded along the edges, struck off to the proper grade, and finished to a plane, even surface with floats and trowels. The final trowelling shall be done with steel trowel, leaving a smooth even surface.

3.6 Finishing

- A. After the water sheen has disappeared, the surface shall be given a final finish by brushing with a whitewash brush. The brush shall be drawn across the sidewalk or structure at right angles to the edges of the walk or structure, with adjacent strokes slightly overlapping, producing a uniform, slightly roughened surface with parallel brush marks. Brush marks should be of a depth to produce a light broom finish.
- B. Edges on all concrete shall be rounded to a radius of one-quarter inch (1/4") with a finishing tool unless otherwise specified. All joints shall be rounded with a double edging tool having a radius of one-quarter inch (1/4") on each side and the surface shall then be brushed lightly to produce a slightly roughened surface and remove the finishing tool marks.
- C. The surface shall be divided by grooves called contraction joints constructed at right angles to the centerline of the sidewalk or structure. These joints shall extend to one-quarter inch (1/4") the depth of the sidewalk, shall be not less than one-eighth inch (1/8") and no more than one-quarter inch (1/4") in width, and shall be edged with a jointing or edging tool having one-quarter inch (1/4") radius. The joints shall be five feet (5') apart on sidewalks and ten feet apart on curbs unless otherwise specified.
- D. Expansion joints shall be placed between all separate pours, all structures and at thirty foot intervals on both sidewalks and curbs.

3.7 Sandblast Finish

- A. Specified sandblast surfaces to be finished with silica sand suitable for intended purpose at least twelve (12) days after the concrete has been poured. Sandblast depth per plans, exposing the aggregate but not so deep as to drive the aggregate out of the wall or create voids in the surface. Create uniform pattern and exposure while avoiding over-blasting. Seal all surfaces with two (2) coats approved clear sealer after concrete has fully cured and dried.
- B. Sandblast sample shall be created by the Contractor for approval by Owner's Representative before work commences.

3.8 Protection

- A. Protection of Concrete shall be performed in following manner:
 - 1. Protection Against Vandalism: The Contractor shall take all necessary precautions to ensure the protection of work against vandalism or graffiti. Any work, which is blemished in the finish, will be cause for rejection of flat work or curbing.

2. **Protection Against Rain:** The Contractor shall take such precautions as are necessary to protect the concrete from damage.
3. **Hot Weather Limitations -** Casting of concrete during hot weather shall be limited by the temperature at the time of placing. Concrete shall not be cast when the temperature is above 90° F. Care shall be taken to properly wet and protect all concrete placed indirect sun or in hot weather.
4. **Cold Weather Limitations -** No concrete shall be placed unless the temperature of the air in the shade and away from artificial heat is at least 32° F and rising unless specifically approved. All concrete poured at less than 40° F, or at a time when within 24 hours of pouring concrete the temperature shall dip below 40° F shall be insulated. The Contractor shall be responsible for the concrete placed during cold weather and any concrete injured by frost action shall be removed and replaced at Contractors expense.

3.9 Curing

- A. Forms shall be left in place for a period of not less than 12 hours. Immediately after they have been removed, all porous or honeycomb areas thus uncovered shall be filled smooth with mortar consisting of one part cement and two parts fine aggregate. Also, the ends of all expansion joints shall be cut open to the full width of the expansion joint material.
- B. Placing concrete, once started, shall be a continuous operation. No portion of a walk, curb or paved area shall be partially poured except as shown for installation of joints.

3.10 Footings

- A. Concrete footings shall be sloped at the top to ensure drainage away from the embedded item (post or otherwise). All footings shall be constructed as indicated on the detail drawings. All footings unspecified on drawings shall be according to the manufacturer's specifications of the product to be footed, but depth of all footings shall be a minimum of 42" below finished grade.

END OF SECTION

SECTION 32 1540

CRUSHED STONE SURFACING

1.0 GENERAL

1.1 Description

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

1.2 Incorporated Specifications

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

Specific attention is drawn to the following sections:

Section 1003 Fine Aggregates

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

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

1.3 Submittals

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

2.0 MATERIALS

2.1 Fine Aggregate

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

3.0 EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

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

END OF SECTION

SECTION 32 2577
PAINTED PAVEMENT MARKINGS

1.0 GENERAL

1.1 Description

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

1.2 References

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

1.3 Submittals

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

2.0 MATERIALS

2.1 Paint

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

3.0 EXECUTION

3.1 Paint Pavement Markings

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

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

END OF SECTION

SECTION 32 9219
LAWN SEEDING

1.0 GENERAL

1.1 Description

A. This work consists of complete construction of lawn areas including: finish grading, tilling, cleaning seed bed, seeding, blanket, fertilizing, weed control, and mowing.

1.2 Submittals

A. One seed tag for each seed type used on the site shall be saved and delivered to the Owner.

2.0 MATERIALS

2.1 Seed

A. Seed shall be delivered to the site in the original sacks as received from the producer, and each sack shall be tagged in accordance with the agricultural seed laws of the United States and the State of Illinois. Each sack shall be tagged showing the dealer's guarantee as to the year grown, percentage of purity, percentage of germination and the date of the test by which the percentages of purity and germination were determined. All seed sown shall have a date of test within six (6) months of the date of sowing.

B. Any seed delivered prior to use shall be stored in such a manner that it will be protected from damage by heat, moisture, rodents, or other causes.

C. The new turf areas shall have a uniform seed mixture of one of the approved mixes listed below or an approved equal:

Field of Dreams Athletic Mixture by National Seed

30% Goalkeeper Perennial Ryegrass

30% Top Gun Perennial Ryegrass

20% Blue Moon Kentucky Bluegrass

20% Freedom III Kentucky Bluegrass

D. The renovation lawn area shall have a uniform seed mixture of one of the approved mixes listed below or an approved equal:

Field of Dream Reseeder Mixture by National Seed

25% Accent Perennial Ryegrass

25% Caddieshack Perennial Ryegrass

25% Blue Chip Kentucky Bluegrass

25% Freedom III Kentucky Bluegrass

2.2 Blanket

A. Blanket shall be excelsior for slopes greater than 1:4 and straw based on slopes less than 1:4. Both shall be weaved to prevent flyaway of fibers. Blanket shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives. Blanket stakes shall be bio-degradable (not metal).

2.3 Fertilizer

A. Fertilizer shall be Nitrogen, Phosphorous and Potassium in the following mixes:

1. New Seeding Areas: 10-24-18 with 30% of nitrogen in slow release formula
2. Over-seed Areas: 22-3-11 with 50% of nitrogen in slow release formula

3.0 EXECUTION

3.1 Seeding Operations

- A. Remove all debris, including large stones, roots and construction materials. Fill all depressions in lawn area with topsoil prior to top dressing operations. No debris may be buried in pits on the site.
- B. Topsoil shall be applied at 6" depth. Topsoil may be blended with sand up to a ratio of 3 parts topsoil to 1 part sand to facilitate application. Contractor shall till; fine grade; remove all clumps, clay, sod clods, and undesirable materials. Seed bed shall be approved by Owner's representative before seeding.
- C. Seed shall be applied at the rates listed below for a dense stand with a Brillion, slit seeder, or other mechanical seeder. For new seeded areas, the entire seed bed area shall be covered with bio-degradable blanket. All seed areas must be completely and uniformly covered. Re-seed areas shall have no blanket applied.

3.2 Seeding Rates

- A. Seed shall be applied at the following rates - except if dormant seeding is completed in late fall, then rates to be doubled:

Seed	Rate per 1000 square feet
Field of Dreams Athletic Mix	4.5 pounds
Field of Dreams Reseeder Mix (over seed in Spring)	2.5 pounds

3.3 Fertilizing

- A. NEW SEEDING AREAS: 1.5 pounds of nitrogen fertilizer shall be applied per 1,000 square feet of turf shall be applied at time of initial seeding. See 2.3 for fertilizer mix. It shall be applied evenly over the planting area.
- B. RESEEDED AREAS: 0.75 pounds of nitrogen per 1,000 square feet shall be applied at time of overseeding, unless another amount is specified on plan. See 2.3 for fertilizer mix.

3.4 Repairs

- A. The Contractor shall be responsible for the repair of any damage to existing lawns, which may result from his work, and such repairs shall be made swiftly in a thorough and workmanlike manner, with minimum inconvenience to the Owner and users of the site. Where lawn areas have been disturbed or damaged, the damaged lawn areas, ruts and depressions shall be cultivated, filled with topsoil, settled to proper grades and seeded. Repairs shall be made to the satisfaction of the Owner or Owner's representative.

3.5 Maintenance

- A. It is the responsibility of the Contractor to maintain all seeded lawn areas; this may include cultivation, reseeding, fertilizing, watering, mowing, and the control of weeds until final acceptance has been granted. The Contractor shall mow the grass to a three -inch (3") height if it reaches a four-inch (4") height any time prior to final acceptance. The Owner's representative shall inspect the conditions of the stand to determine satisfaction or the need to improve the

stand. Satisfaction is based on 95% coverage over the entire new seeding area and over-seed areas. Maintenance shall continue by the Contractor until acceptance has been granted.

3.6 Watering

- A. Watering must be started immediately after the seed is installed. Watering should begin as soon as an area large enough to put down a sprinkler is ready.**
- B. Thoroughly soak the seed and the soil under the seed. It should be moist at least 2 inches deep. Corners shall be noted and may need to be hand watered to ensure full coverage.**
- C. After the first watering, water enough to keep the soil under the seed moist, but not muddy. In cool weather this may mean watering only every 3 or 4 days. In very hot weather, you may have to water daily. Do not allow the seed or soil underneath to dry out between waterings.**
- D. In about two weeks the seed should have begun to knit to the soil underneath and the watering can be lessened to once or twice per week depending on the weather conditions.**
- E. If an irrigation system is in place, it is the responsibility of the Contractor to ensure that the system is working and is covering all new seed areas. This responsibility continues until the site is turned over to the owner.**
- F. Watering shall continue and be maintained by the contractor for at least 30 days beyond substantial completion. It is the contractor's responsibility to meet lawn establishment requirements – additional watering by contractor may be needed.**

END OF SECTION

SECTION 33 4616
UNDERDRAINAGE

1.0 GENERAL

1.1 Summary

- A. This Section covers provision and installation of Underdrains

2.0 PRODUCTS

- A. General: Furnish drainage pipe complete with bends, reducers, adapters, couplings, collars, and joint materials.
B. Polyvinyl Chloride Pipe: ASTM D 2729.
C. Perforated Polyvinyl Chloride Pipe ASTM D 2729
D. Provide clean out as on plans.
E. Filter Fabric
1. Manufacturer's standard nonwoven geotextile fabric of polypropylene or polyester fibers, or a combination of them. Use "3401 Geofabric" by Typar or approved equal.

2.1 Materials

- A. Backfill materials and their installation shall be as described in Section 31 2000 - Earthwork

3.0 EXECUTION

3.1 Inspection

- A. General: Examine subgrade surfaces to receive under drainage system to verify suitability. Do not begin installation until subsurface conditions are satisfactory to accept drainage system.

3.2 Installation

- A. Under Drainage System: Excavate for under drainage system after subgrade material has been compacted but before drainage fill course has been placed. Provide a clear horizontal distance between perforated drain pipe and trench wall on both sides not less than 4", unless otherwise shown. Grade bottom of trench excavations to required slope and compact to a firm, solid bed for drain system.
B. Apply a minimum 4" layer of compacted bedding material below the perforated drain pipe, raising low areas and creating a firm base at the correct levels. Where unsatisfactory bearing soil occurs, excavate to a minimum depth of eight inches below the pipe invert and place compacted granular fill to reach invert levels.
C. Overlay bedding with one layer of synthetic drainage fabric. Overlap fabric edges at least 4 inches.
D. Laying Drain Pipe: Lay drain pipe on compacted bedding. Provide full bearing for each pipe section throughout its length to true grades and alignment, and continuous slope in direction of flow.
1. Lay fabric wrapped perforated pipe with perforations down and joints tightly closed in accordance with pipe manufacturer's recommendations. Provide collars and couplings as required.
E. Join and install PVC pipe as follows:
1. Installation in accordance with ASTM D 2321.

- F. **Testing Drain Lines:** Test or check lines before backfilling to assure free flow. Remove obstructions, replace damaged components, and retest system until satisfactory. Owner must approve operation of system prior to covering it up.
- G. **Washed Gravel:** Place layer of washed gravel over drainage pipe and drainage fabric to depth indicated or, if not indicated, to a depth of not less than 4 inches around sides and 12 inches on top of drainage pipe.
- H. **Fill to Grade:** Apply fabric and backfill as required on plans.

END OF SECTION

Geotechnical Investigation Report

Pickerill-Pigott Forest Preserve Pavement Improvements
6350 Minkler Road
Yorkville, Illinois

Project Number:
19-0440-151

Date Submitted:
November 7, 2019

Prepared for:
Upland Design Ltd.
24042 Lockport Street
Plainfield, Illinois 60544
Attn: Ms. Michelle A. Kelly

PIONEER
Engineering & Environmental Services, LLC



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November 7, 2019

Upland Design Ltd.
24042 Lockport Street, Suite 200
Plainfield, IL 60544
Attn: Michelle A. Kelly

**Re: Geotechnical Investigation Report
Pickerill-Pigott Forest Preserve Pavement Improvements
6350 Minkler Road
Yorkville, Illinois
Pioneer Project No. 19-0440-151**

Dear Ms. Kelly:

Pioneer Engineering & Environmental Services, LLC (Pioneer) was contracted to conduct a geotechnical investigation for the proposed pavement improvements at the Pickerill-Pigott Forest Preserve in Kendall County, Illinois. The investigation was performed in general accordance with Pioneer Proposal No. 15566, dated October 25, 2019. The scope of the investigation included drilling, sampling, and laboratory testing of soil obtained in six borings in support of pavement design for the project.

Project Overview

The Project Site is an irregularly-shaped parcel located east of the intersection of Hilltop Road and Minkler Road in Yorkville, Illinois. The majority of the site is covered with dense trees and heavy vegetation. A pond is located in the south-central portion of the property. The east-central portion of the site is developed with a two-story building with a detached barn on the rear. A paved access road is located in the central portion of the site. An unpaved gravel driveway is located along the northeastern portion of the property.

Current plans include re-paving the existing access roads and constructing additional parking spaces in the central portion of the site.

Site Historical Use

A cursory review of Historical Aerial Photos was made to help determine if the past history of the Site, such as previous structures, may provide insight into the existing site subsurface conditions. Aerial photos from 1952 to 2019 were reviewed to help determine where foundations or floor slabs from previous site use might be located. According to the aerial photos, by 1952, the Site was undeveloped and covered with some scattered trees and vegetation. By 1998, the existing residence and detached barn had been constructed on the eastern portion of the property. The remainder of the site was forested, bringing the Site to its current configuration.

Subsurface Investigation

As requested, six soil borings were performed for the current project (reference the attached Boring Location Diagram, Figure 1). The borings were located in the field using standard tape measurement techniques with property lines as references. The borings were advanced with a small ATV-mounted Geoprobe drill rig, using 3 ¼-inch diameter hollow stem augers (HSAs). All the borings were advanced to a depth of 7.5 feet below the existing surface grade.

The ground surface elevation at each boring location was interpolated from the "Map of Topography, 737-Pickerill Pigot, Kendall County, Illinois," by Prairie Land Survey Company, dated June 3, 2019. The elevations are assumed to be referenced to the North American Vertical Datum of 1988 (NAVD 88).

Representative soil samples were obtained from each sampling interval using the split barrel sampling procedure performed in accordance with ASTM Standard D 1586, "Method for Penetration Test and Split Barrel Sampling of Soils". In the split barrel sampling procedure, a 140-pound hammer falls 30 inches and drives a two-inch outer diameter split barrel sampler 18 inches into the soil. The number of blows required to drive the barrel sampler the final 12 inches is the Standard Penetration Resistance (SPT N-value) for that interval. This test result indicates the soil's relative density and comparative consistency, and provides a basis for estimating the relative strength and compressibility of soil. Representative soil samples were obtained at 2.5-foot intervals to boring termination depth.

The soil samples obtained from each interval were logged in the field according to their predominant geological characteristics. The field logs were subsequently used to prepare the final boring logs that are included as an attachment to this report. Soil samples obtained from the drilling operations were identified by boring number and sampling depth, and brought to Pioneer's laboratory for further examination and testing. The borings were backfilled immediately after drilling to prevent a hazard to the public.

The soil samples were analyzed for physical soil parameters including moisture content and unconfined compressive strength. In addition, the soil was further classified in accordance with the Unified Soil Classification System. A natural moisture content test was performed for each sampling interval and/or stratum in accordance with ASTM Standard D 2216. The laboratory test data is included on the attached Boring Logs.

A summary of the depths and engineering properties of the profile soils is included in the following section.

Subsurface Conditions

The following generalized soil profile was encountered in the borings.

- *Bituminous Concrete Pavement over Sand and Gravel Base*. The surface cover in Borings B-1 and B-6 consisted of 3-inches of Bituminous Concrete Pavement over 2 to 6-inches of Sand and Gravel Base. The surface cover in both borings was underlain by a thin layer of Black or Dark Brown Silty Clay Topsoil.
- *Dark Brown Silty Clay Topsoil*. The surface cover in Borings B-2 to B-5 consists of approximately 0.5 to 1-foot of Dark Brown Silty Clay Topsoil. The Topsoil possesses moisture contents ranging between 23.2 to 32.6 percent.
- *Brown and Gray/Light Gray or Brown and Reddish Brown Silty Clay*. The Topsoil is underlain by a deposit of stiff to very tough Brown and Gray/Light Gray or Brown and Reddish Brown Silty Clay, extending to a depth of 3 feet below existing grade. The Clay possesses unconfined compressive strengths ranging from 0.8 to 2.7 tons per square foot (tsf) and moisture contents ranging from 14.0 to 28.0 percent. The deposit was not observed in Boring B-3.
- *Brown Silty Clay*. The surficial soils are underlain by very tough to hard Brown Silty Clay, extending to boring termination at a depth of 7.5 feet below existing grade. The deposit possesses unconfined compressive strengths ranging from 2.5 to 8.1 tsf and moisture contents ranging from 12.6 to 15.6 percent.

Groundwater Conditions. Groundwater was not encountered in the borings. The borings were backfilled with soil cuttings immediately after drilling to avoid a hazard to the public.

Seasonal and yearly fluctuations in the water table can be expected due to variations in precipitation, evaporation, and surface runoff. Also, it is likely that pockets of perched groundwater may occur after precipitation events.

The subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs included in the appendix should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, penetration resistance, locations of the samples and laboratory test data. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.

Conclusions and Recommendations

Site Preparation.

Topsoil Stripping. The non-paved areas of the Site are covered with grassy and low-lying vegetation. A thin surface cover of Dark Brown Silty Clay Topsoil was encountered in the borings. The Topsoil and vegetation root mat should be removed to the depth encountered from the limits of the parking lots and roadways.

Pavement Design Considerations

Existing Pavement Type/Thickness. The pavement surface at Borings B-1 and B-6 includes a 3-inch thick Bituminous Concrete surface over a 2 to 6-inch thick granular base course.

Pavement Surface Condition. Based on a cursory review of the site conditions, the pavement surface condition of the main access road varies across the site. Most of the pavement is in fair condition. Deterioration of shrinkage cracks, zones of alligator cracking and weathering/oxidation of the pavement surface are the most common types of pavement distress.

Pavement Support. The upper 3 feet of pavement subgrade is generally considered to be the most important in the evaluation of pavement support.

- In Borings B-2 and B-4, the upper part of the Silty Clay possesses relatively low to moderate strengths (less than 2 tsf) and moderate to high moisture contents (19 to 28 percent). The soil will typically be unstable under construction traffic and will require drying and recompaction to attain stability. Alternately, the soil can be removed to a depth of 12 to 18 inches and replaced with Structural Fill.
- In the other borings, the Silty Clay possesses relatively moderate to high strengths (greater than 2 tsf) and low to moderate moisture contents (less than 18 percent). The soil properties indicate that the subgrade soils will provide adequate pavement support if maintained in a dry stable condition.

An estimated California Bearing Ratio of 3.0 for properly prepared subgrade soil can be used in design calculations. A Modulus of Subgrade Reaction of 150 pounds per cubic inch (pci) can be used for rigid concrete pavement section. The following procedures should be used to attain stability in areas of full-depth removal/replacement of the parking lot.

The proposed pavement areas should be excavated to design subgrade to 2-feet outside the limits of the paved area. Any Topsoil or root mat should be removed from the pavement area to a maximum depth of 2

feet below design subgrade and replaced with structural fill. Uniformity in support characteristics for the pavement can be attained by using the following procedures.

After removing the Topsoil and excavating to pavement design subgrade, the exposed soil should be proofrolled with a vibratory steel drum roller or fully loaded truck. The subgrade should also be visually inspected for unsuitable soils. Any unsuitable soil containing a high content of topsoil, organic material or wood debris should be removed to the depth encountered to a maximum depth of 2 feet below design subgrade. As discussed above, zones of the high moisture content, low strength soil may rut and pump under construction traffic. Extensive disking/drying, or removal and replacement of the soil may be required to attain stability.

All unsuitable soils should be replaced with compacted structural fill. Structural fill should be an approved granular soil equivalent to an IDOT CA-6 or CA-7 gradation. If highly unstable areas are encountered, the structural fill should be IDOT CA-1 (3-Inch nominal size) gradation. Use of a woven geotextile fabric should be considered for additional stability. Engineered fill should be placed and compacted in lifts with a maximum lift thickness of 8 Inches. Each lift of IDOT CA-1 or CA-7 open graded granular soil should be compacted to a minimum of 75 percent of the relative density in accordance with ASTM Standards D 4253 and D 4254. If IDOT CA-6 granular material is used, the soil should be compacted to a minimum of 95 percent of the maximum density per ASTM D 1557 (Modified Proctor).

Pavement Section. Pioneer recommends a flexible pavement section be designed according to the State of Illinois Department of Transportation, Division of Highways, Highway Design Manual using AASHTO-H-20 loading as a maximum. The AASHTO design method takes into consideration the structural design traffic, the subgrade support value, and the structural layer coefficients for each component of the pavement system. Local pavement design practices are presented in the IDOT publication "Pavement Design Procedure" dated August 31, 1995. The following pavement sections, shown in Table 1, are considered the minimum pavement sections to be used for this project and are typically recommended in local practice, and are in general accordance with IDOT's "Pavement Design Procedures", for similar structures. It is recommended that the completed site plane analyzed to determine the most likely traffic patterns for heavy delivery trucks and garbage trucks. The recommended Heavy-Duty Pavement section should be used in these traffic corridors.

Table 1: Pavement Section Recommendations

Pavement Material	Compacted Material Thickness (Inches)		
	Flexible Pavement (Light Duty)	Flexible Pavement (Heavy Duty)	Rigid Pavement (Heavy Duty)
Portland Cement Concrete	—	—	6.5
Bituminous Surface Coarse	1.5	2	—
Bituminous Binder Coarse	1.5	3	—
Type B Granular Base Coarse (IDOT CA-6)	8	10	6
Total Pavement Section Thickness	11	15	12.5

It is recommended that the upper 4 inches of the Type B Granular Base Course be an IDOT approved Crushed Stone aggregate. The lower part of the Base Course can be either Crushed Stone or Crushed Concrete aggregate. The Bituminous Concrete Binder and Surface courses should consist of fine, dense, graded aggregate, Class I as defined in the IDOT Standard Specifications for Road and Bridge Construction. All placement and compaction activities should meet the requirements of the IDOT Standard Specifications.

The design of pavements should incorporate provisions for drainage of both the pavement surface and the base course layer. Should standing water be allowed to accumulate on the pavement surface or within the base course, the sub-grade will soften and it is likely that the pavement will deteriorate. The base course should be protected from water inflow along drainage paths. The base course should extend beyond the edges of the pavement in low areas to allow any water that enters the base course a path for exit.

Earthwork Controls.

Structural Fill should meet the following properties for use as pavement subgrade support soils.

Table 2: Structural Fill Material Requirements

Fill Type	USCS Classification	Acceptable Location for Placement
Cohesive	CL, CL-ML	Below floor slabs and pavement
Granular	GW, GP, GM, GC SW, SP, SM, SC	Below floor slabs, pavement and foundations
Unsuitable	CH, MH, ML, OL, OH, PT	Non-structural areas

Structural Fill should be placed and compacted in accordance with the following requirements.

Table 3: Fill Placement and Compaction Requirements

Description	Requirement
Fill Lift Thickness	10 Inches loose measurement when sheepsfoot or steel drum rollers are used 6 inches loose measurement when jumping jacks or plate compactors are used
Minimum Compaction Requirement Below Foundations and Slabs-on-Grade and Upper 12 Inches of Paved Areas	95% of the maximum dry density per ASTM D-1557 (Modified Proctor)
Minimum Compaction Requirement Below 12 Inches of Paved Areas and Landscaped Areas	90% of the maximum dry density per ASTM D 1557 (Modified Proctor)
Moisture Content of Cohesive Soils	-2% to +3 % of optimum moisture content per ASTM D 1557
Open-graded Aggregate Including IDOT CA-1 and CA-7 Gradations	Compact in 8-inch thick lifts loose measure to achieve stability through particle interlock

All subgrade surfaces should be protected during construction from deterioration or softening caused by frost or ponding of water. Water should not be allowed to stand in the excavations for a sustained period of time. All soft, loose, or disturbed soils should be removed to competent support materials. If the pavement subgrade is prepared in the winter, exposed subgrade soils should be protected from freezing. 50 Structural fill should not be placed on frozen soils.

Report Limitations

This geotechnical investigation report has been prepared to aid in the evaluation and design of this project. As a result, this report has provided generalized guidelines to be considered during the actual design and construction phases of the proposed building. The information provided in this report should be evaluated by, and the site improvements should be designed by a licensed Civil Engineer. Should deviations from the noted subsurface conditions be encountered during construction, this information should be brought to Pioneer's attention. Pioneer would welcome the opportunity to provide field construction services for this project. The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the location diagram. It should be understood that this location was approximate, since the boring locations were not surveyed. This report does not reflect any variations that may occur between and beyond these borings.

This report has been prepared for the sole use of the client identified in the report and cannot be relied upon by other persons or entities without Pioneer's permission. The observations and conclusions contained herein are limited by the scope and intent of the work mutually agreed upon by the client and Pioneer and the work actually performed. There are no warranties, implied or expressed, concerning the integrity of the areas and/or mediums not analytically tested.

Pioneer appreciates the opportunity to provide our services for this project. Please feel free to contact us if you have any questions or concerns.

Respectfully Submitted,
Pioneer Engineering & Environmental Services, LLC



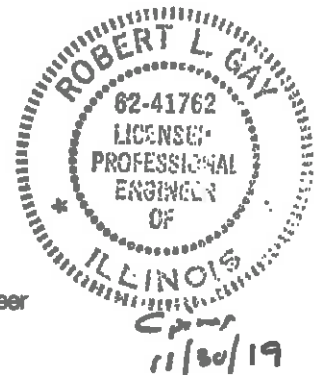
Jose R. Serrano, P.E.
Geotechnical Engineer



Expires 11/30/21



Robert L. Gay, P.E.
Senior Geotechnical Engineer

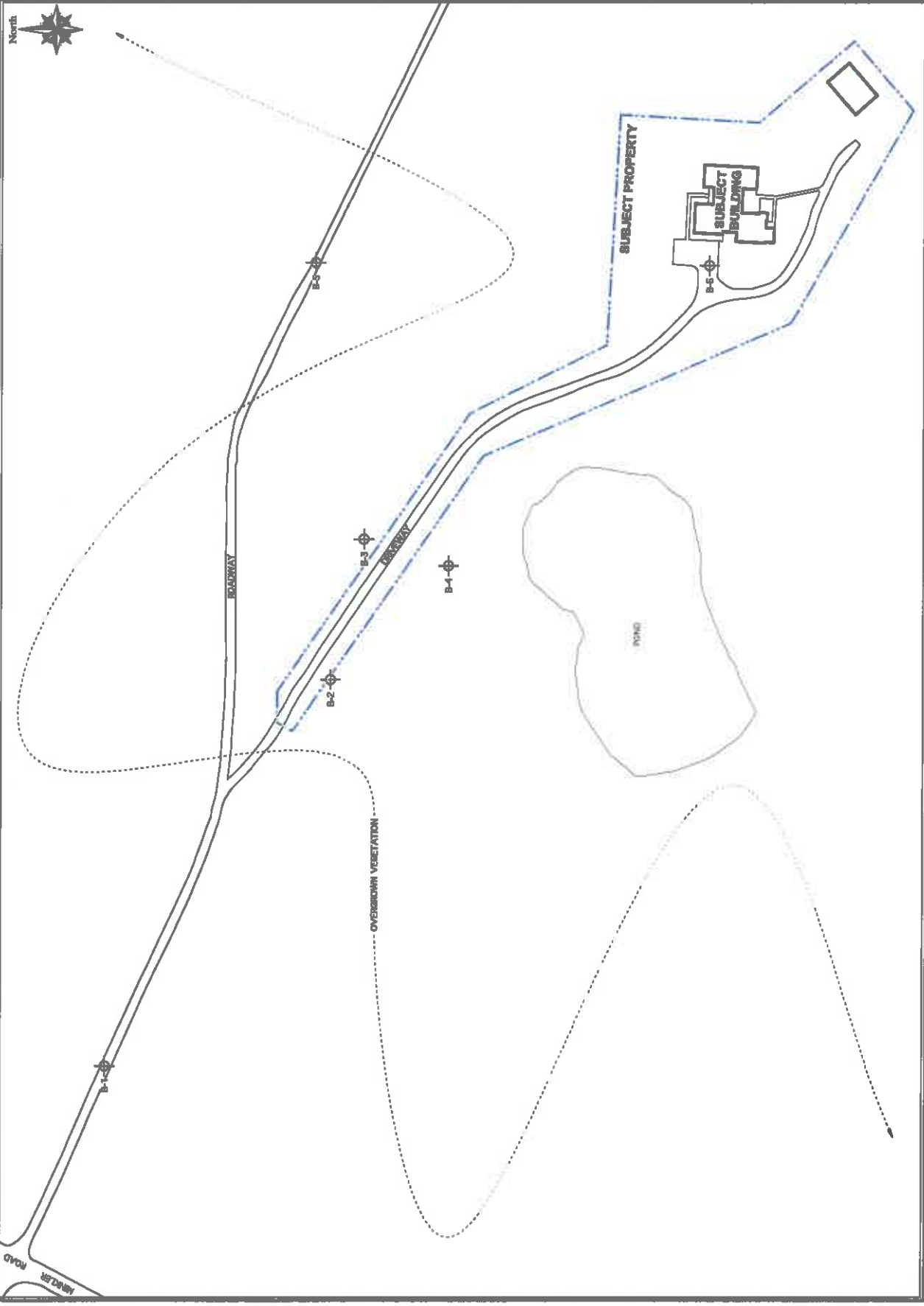


Attachments: Boring Location Diagram (Figure 1)
Boring Logs
Photographic Logs
Soil Classification Chart

FIGURE 1
Soil Boring Locations
& Site Diagram
Pickett-Pigott Forest
Preserve
6200 Minster Road
Yorkville, IL

Scale: 1" = 100'
 Drawn by: M. Strickland
 Job No.: 18-040-1B1
 Date: November 2018
 Checked by: John Romano

Legend:
 Approximate Property Line
 Proposed Geotechnical
 Soil Boring Location





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BORING LOG B-1

Sheet 1 of 1

Project No.: 19-0440-151	Drilling Method: 3.25" Hollow Stem Augers	WATER LEVELS
Project: Pickerill-Pigott Forest Preserve	Sampling Method: Split-Spoon Sampling	▽ During Drilling None ft
Location: 6350 Minkler Road	Hammer Type: Automatic Hammer	▽ At Completion ft
Client: Upland Design Ltd.	Drill Rig Type: Geoprobe 7822DT	▽ After 5 Days ft
	Backfill Method: Auger Cuttings	

Elevation, (feet)	Depth, (feet)	Graphic Log	Sample Type	USCS Classification	MATERIAL DESCRIPTION	Sample No.	Recovery (Inches)	SPT Blows per 6-inch N-value	Hard Penetrometer Qp (tsf)	Unconfined Compressive Strength Qu (tsf)	Vane Shear (Psf) Su (tsf)	Moisture, %	Dry Density (pcf)	STANDARD PENETRATION TEST DATA					
														N in blow/ft	Moisture	PL	LL		
														STRENGTH, tsf					
														Qu	* Qp	Qp	Qp		
					Surface Elev.: 743.00 ft NAVD88														
	0			AC/AB	3-inch Bituminous Asphalt Pavement 6-inch Sand and Gravel Base	1						4.9		X					
				TPSOIL	Black Silty Clay TOPSOIL, trace sand							25.0				X			
				CL	Brown and Gray Silty CLAY, little sand, trace gravel	2	16	3/3/4 N=7	2.5			16.3		⊙	X		*		
	740			CL	Brown Silty CLAY, little sand, trace gravel	3	18	3/5/8 N=13	4.5	6.5		14.1	123.3	⊙	X			>>>	
	5			CL		4	18	3/5/7 N=12	4.5	3.6		14.9	123.3	⊙	X			>>>	
					End of Boring at 7.5 Feet														

Completion Depth: 7.5 ft	Sample Types:	Remarks: Elevation based on "Map of Topography of 737-Pickerill Pigot, Kendall County, Illinois," by Prairie Land Survey Company, dated June 03, 2019.
Date Boring Started: 10/31/19	<input checked="" type="checkbox"/> Vane Shear	<input checked="" type="checkbox"/> Shelby Tube
Driller: JV	<input checked="" type="checkbox"/> Split-Spoon	<input checked="" type="checkbox"/> Hand Auger
Checked By: JS	<input type="checkbox"/> Rock Core	<input type="checkbox"/> Auger Cutting
Logged By: SL		

The stratification lines represent approximate boundaries. The transition may be gradual.



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BORING LOG B-2

Sheet 1 of 1

Project No.: 19-0440-151	Drilling Method: 3.25" Hollow Stem Augers	WATER LEVELS ∇ During Drilling None ft ∇ At Completion ft ∇ After 5 Days ft
Project: Pickerill-Pigott Forest Preserve	Sampling Method: Split-Spoon Sampling	
Location: 6350 Minkler Road Yorkville, Illinois	Hammer Type: Automatic Hammer	
Client: Upland Design Ltd.	Drill Rig Type: Geoprobe 7822DT Backfill Method: Auger Cuttings	

Elevation, (feet)	Depth, (feet)	Graphic Log	Sample Type	USCS Classification	MATERIAL DESCRIPTION	Sample No.	Recovery (Inches)	SPT Blows per 6-inch N-values	Hand Penetrometer Cp (tsf)	Unconfined Compressive Strength Qu (tsf)	Vane Shear (Pcsft) Sv (tsf)	Moisture, %	Dry Density (pcf)	STANDARD PENETRATION TEST DATA					
														N In blows/ft	Moisture	PL	LL		
														STRENGTH, tsf					
														Qu	* Cp	▲			
					Surface Elev.: 748.00 ft NAVD88														
	0			TPSOIL	Dark Brown Silty Clay TOPSOIL, trace sand, trace gravel	1						23.2						X	
				CL	Brown and Yellowish Brown Silty CLAY, little sand, trace gravel	2	16	4/5/6 N=11	0.5	0.8	18.8	115.2	* 2.0	X					
	745			CL	Brown Silty CLAY, little sand, trace gravel and limestone fragments, trace gray silt seams	3	18	5/8/11 N=19	3.0	3.8	15.2	121.5	X 2.0	X			*	▲	
	5			CL		4	18	4/6/8 N=14	3.0	4.0	15.5	122.5	X	X			*	▲	
					End of Boring at 7.5 Feet														

Completion Depth: 7.5 ft	Sample Types:	Remarks: Elevation based on "Map of Topography of 737-Pickerill Pigot, Kendall County, Illinois," by Prairie Land Survey Company, dated June 03, 2019.
Date Boring Started: 10/31/19	Vane Shear	
Driller: JV	Split-Spoon	
Checked By: JS	Shelby Tube	
Logged By: SL	Hand Auger	
	Rock Core	Auger Cutting

The stratification lines represent approximate boundaries. The transition may be gradual.



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BORING LOG B-3

Sheet 1 of 1

Project No.: 19-0440-151	Drilling Method: 3.25" Hollow Stem Augers	WATER LEVELS ▽ During Drilling None ft ▽ At Completion ft ▽ After 5 Days ft
Project: Pickerill-Pigott Forest Preserve	Sampling Method: Split-Spoon Sampling	
Location: 6350 Minkler Road Yorkville, Illinois	Hammer Type: Automatic Hammer	
Client: Upland Design Ltd.	Drill Rig Type: Geoprobe 7822DT Backfill Method: Auger Cuttings	

Elevation, (feet)	Depth, (feet)	Graphic Log	Sample Type	USCS Classification	MATERIAL DESCRIPTION	Sample No.	Recovery (Inches)	SPT Blows per 6-inch N-values	Hand Penetrometer Qp (tsf)	Unconfined Compressive Strength Cu (tsf)	Vane Shear (Peak) Su (tsf)	Moisture, %	Dry Density (pcf)	STANDARD PENETRATION TEST DATA					
														N in blow/ft	Moisture X	PL	LL		
														STRENGTH, tsf					
														▲ Cu	* Qp	▲ Qp			
	0			TPSOIL	Surface Elev.: 757.00 ft NAVD88 Dark Brown Silty Clay TOPSOIL, trace sand	1						30.8						X	
	7.55			CL	Brown Silty CLAY, little sand, trace gravel and limestone fragments, trace gray silt seams	2	15	3/4/5 N=9	3.0	3.6		13.5	120.1					X	* ▲
	5			CL		3	18	5/9/11 N=20	1.0	2.5		15.1	123.7					X	* ▲
	7.50			CL		4	18	6/8/10 N=18	3.0	4.9		15.6	117.7					X	* >>▲
					End of Boring at 7.5 Feet														

Completion Depth: 7.5 ft	Sample Types:	Remarks: Elevation based on "Map of Topography of 737-Pickerill Pigot, Kendall County, Illinois," by Prairie Land Survey Company, dated June 03, 2019.
Date Boring Started: 10/31/19	<input checked="" type="checkbox"/> Vane Shear	
Driller: JV	<input checked="" type="checkbox"/> Split-Spoon	
Checked By: JS	<input checked="" type="checkbox"/> Rock Core	
Logged By: SL	<input checked="" type="checkbox"/> Shelby Tube	
	<input checked="" type="checkbox"/> Hand Auger	
	<input checked="" type="checkbox"/> Auger Cutting	

The stratification lines represent approximate boundaries. The transition may be gradual.



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BORING LOG B-4

Sheet 1 of 1

Project No.: 19-0440-151
Project: Pickerill-Pigott Forest Preserve
Location: 6350 Minkler Road
 Yorkville, Illinois
Client: Upland Design Ltd.

Drilling Method: 3.25" Hollow Stem Augers
Sampling Method: Split-Spoon Sampling
Hammer Type: Automatic Hammer
Drill Rig Type: Geoprobe 7822DT
Backfill Method: Auger Cuttings

WATER LEVELS
 ▽ During Drilling: None ft
 ▽ At Completion: ft
 ▽ After 5 Days: ft

Elevation, (feet)	Depth, (feet)	Graphic Log	Sample Type	USCS Classification	MATERIAL DESCRIPTION	Sample No.	Recovery (Inches)	SPT Blows per 6-inch N-value	Hand Penetrometer Qp (tsf)	Unconfined Compressive Strength Qu (tsf)	Vane Shear (Peak) Sv (tsf)	Moisture, %	Dry Density (pcf)	STANDARD PENETRATION TEST DATA				
														N in blow/ft	Moisture	PL		
													STRENGTH, tsf					
													Qu	Sv	Qp			
	0				Surface Elev.: 756.00 ft NAVD88													
	755			TPSOIL	Dark Brown Silty Clay TOPSOIL, trace sand	1						32.6				X		
				CL	Brown to Reddish Brown Silty CLAY, little sand, trace gravel	2	15	3/4/4 N=8	1.5	2.1		28.0	92.3	●	*	X		
				CL	Brown Silty CLAY, little sand, trace gravel and limestone fragments, trace gray silt seams	3	18	7/10/13 N=23	4.5	8.1		13.2	122.8	X	●		>>*	
	5																	
	750			CL		4	18	6/9/11 N=20	4.5	6.0		14.0	123.8	X	●		>>*	
					End of Boring at 7.5 Feet													

Completion Depth: 7.5 ft
Date Boring Started: 10/31/19
Driller: JV
Checked By: JS
Logged By: SL

Sample Types:
 [Symbol] Vane Shear
 [Symbol] Split-Spoon
 [Symbol] Rock Core
 [Symbol] Shelby Tube
 [Symbol] Hand Auger
 [Symbol] Auger Cutting

Remarks: Elevation based on "Map of Topography of 737-Pickerill Pigot, Kendall County, Illinois," by Prairie Land Survey Company, dated June 03, 2019.

The stratification lines represent approximate boundaries. The transition may be gradual.



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BORING LOG B-5

Sheet 1 of 1

Project No.: 19-0440-151	Drilling Method: 3.25" Hollow Stem Augers	WATER LEVELS
Project: Pickerill-Pigott Forest Preserve	Sampling Method: Split-Spoon Sampling	▽ During Drilling None ft
Location: 6350 Minkler Road	Hammer Type: Automatic Hammer	▽ At Completion ft
Client: Upland Design Ltd.	Drill Rig Type: Geoprobe 7822DT	▽ After 5 Days ft
	Backfill Method: Auger Cuttings	

Elevation, (feet)	Depth, (feet)	Graphic Log	Sample Type	UCS Classification	MATERIAL DESCRIPTION	Sample No.	Recovery (inches)	SPT Blows per 6-inch N-values	Hand Penetrometer Cp (tsf)	Unconfined Compressive Strength Qu (tsf)	Vane Shear (Peak) Su (tsf)	Moisture, %	Dry Density (pcf)	STANDARD TEST DATA				
														N in blows/ft	Moisture	PL	LL	
														STRENGTH, tsf				
														Qu	* Cp			
	0				Surface Elev.: 758.00 ft NAVD88													
				TPSOIL	Dark Brown Silty Clay TOPSOIL, some gravel, trace sand	1						31.3						X
				CL	Brown and Light Gray Silty CLAY, little sand, trace gravel	2	18	3/4/5 N=9	2.0	1.9	14.0	123.0						X
755				CL	Brown Silty CLAY, little sand, trace gravel and limestone fragments, trace gray silt seams	3	18	5/7/10 N=17	4.0	2.7	12.7	123.2						X
				CL		4	18	6/8/10 N=18	4.5	6.5	12.6	125.5						X
					End of Boring at 7.5 Feet													X

Completion Depth: 7.5 ft	Sample Types:	Remarks: Elevation based on "Map of Topography of 737-Pickerill Pigot, Kendall County, Illinois," by Prairie Land Survey Company, dated June 03, 2019.
Date Boring Started: 10/31/19	<input checked="" type="checkbox"/> Vane Shear	<input checked="" type="checkbox"/> Shelby Tube
Driller: JV	<input checked="" type="checkbox"/> Split-Spoon	<input checked="" type="checkbox"/> Hand Auger
Checked By: JS	<input type="checkbox"/> Rock Core	<input checked="" type="checkbox"/> Auger Cutting
Logged By: SL		

The stratification lines represent approximate boundaries. The transition may be gradual.



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BORING LOG B-6

Sheet 1 of 1

Project No.: 19-0440-151 Project: Pickerill-Pigott Forest Preserve Location: 6350 Minkler Road Yorkville, Illinois Client: Upland Design Ltd.	Drilling Method: 3.25" Hollow Stem Augers Sampling Method: Split-Spoon Sampling Hammer Type: Automatic Hammer Drill Rig Type: Geoprobe 7822DT Backfill Method: Auger Cuttings	WATER LEVELS ▽ During Drilling None ft ▽ At Completion ft ▽ After 5 Days ft
---	--	---

Elevation, (feet)	Depth, (feet)	Graphic Log	Sample Type	USCS Classification	MATERIAL DESCRIPTION	Sample No.	Recovery (inches)	SPT Blows per 6-inch N-values	Hand Penetrometer Cp (tsf)	Unconfined Compressive Strength Qu (tsf)	Vane Shear (Peak) Sv (tsf)	Moisture, %	Dry Density (pcf)	STANDARD PENETRATION TEST DATA N in blow/ft X Moisture □ PL ⊕ LL ⊕ LL	STRENGTH, tsf ▲ Qu * Qp
	0	[Graphic Log: Asphalt Pavement]		AC/AB	Surface Elev.: 769.00 ft NAVD88 3-inch Bituminous Asphalt Pavement 2-inch Sand and Gravel Base										
		[Graphic Log: Silty Clay]		TPSOIL	Dark Brown Silty Clay TOPSOIL, trace sand	1						22.0		X	
		[Graphic Log: Silty Clay]		CL	Brown and Light Gray Silty CLAY, little sand, trace gravel	2	15	4/4/5 N=9	2.25	2.7		18.0	119.0	⊕ X * ▲	
		[Graphic Log: Silty Clay]		CL	Brown Silty CLAY, little sand, trace gravel and limestone fragments	3	18	5/8/13 N=21	4.5	5.2		14.2	122.0	X ⊕ >>*	
		[Graphic Log: Silty Clay]		CL		4	18	6/7/9 N=16	4.5	6.7		14.7	119.6	X ⊕ >>*	
					End of Boring at 7.5 Feet										

Completion Depth: 7.5 ft Date Boring Started: 10/31/19 Driller: JV Checked By: JS Logged By: SL	Sample Types: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> V Vane Shear X Split-Spoon R Rock Core </div> <div style="width: 45%;"> S Shelby Tube H Hand Auger A Auger Cutting </div> </div>	Remarks: Elevation based on "Map of Topography of 737-Pickerill Pigot, Kendall County, Illinois," by Prairie Land Survey Company, dated June 03, 2019.
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The stratification lines represent approximate boundaries. The transition may be gradual.



Photo 3: Main Access Road Facing West



Photo 4: Existing Driveway Facing East

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Engineering & Environmental Services, LLC

6350 Minkler Road
Yorkville, Illinois

Photolog

19-0440-151

October 28, 2019



Photo 1: Main Access Road at Minkler Road Facing West



Photo 2: Existing Unpaved Driveway Looking Towards Boring B-5

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6350 Minkler Road
Yorkville, Illinois

19-0440-151

Photolog

October 28, 2019

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

Drilling and Sampling Abbreviations:

Sample/Drilling:

SS- Split Spoon Sampler
 ST- Shelby Tube Sampler
 RC- Rock Core: NX, BX, AX
 HSA- Hollow Stem Auger

In-Situ Tests:

SPT-Standard Penetration Test
 PMT-Pressuremeter Test
 VS-Vane Shear
 DCP-Dynamic Cone Penetrometer
 Q_p-Estimated Unconfined Compressive Strength using Pocket Penetrometer
 Q_u-Estimated Unconfined Compressive Strength using Rimac Tester

Correlation of Penetration Resistances to Soil Properties:

Relative Density- Sands, Silts

More than 50% retained onto the No. 200 sieve

Consistency of Cohesive Soils

More than 50% passing the No. 200 sieve

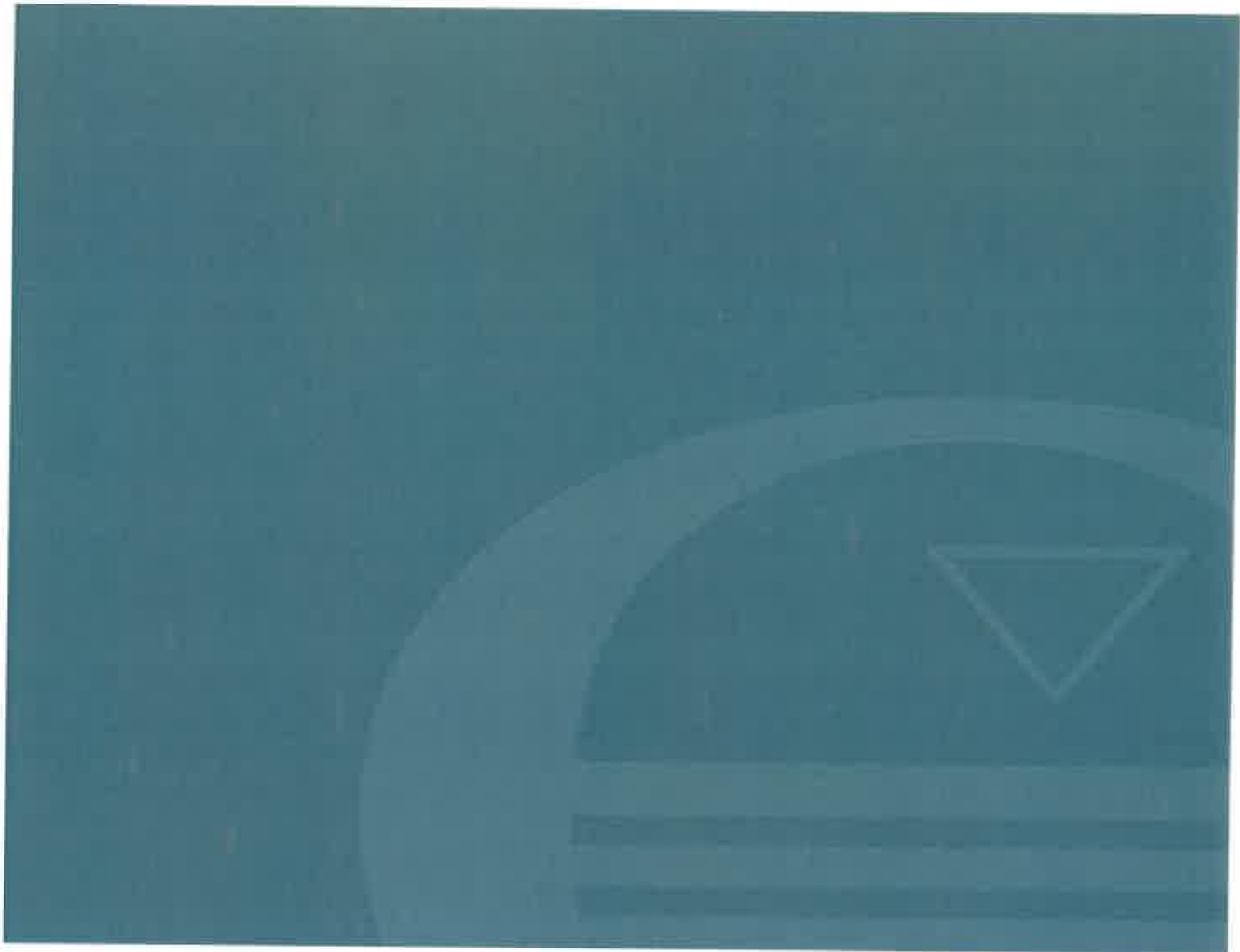
<u>SPT-N Value</u>	<u>Relative Density</u>	<u>Unconfined Compressive Strength Q_u, tsf</u>	<u>Consistency</u>
0-3	Very Loose	under 0.25	Very Soft
4-9	Loose	0.25-0.49	Soft
10-29	Medium Dense	0.50-0.99	Stiff
30-49	Dense	1.00-1.99	Tough
50-80	Very Dense	2.00-3.99	Very Tough
		4.00-8.00	Hard
		over 8.00	Very Hard

Gradation Description and Terminology:

<u>Major Component of Sample</u>	<u>Size Range</u>	<u>Description of Minor Components</u>	<u>Percent of Dry Weight</u>
Boulders	Over 12 inches	Trace	1-9
Cobbles	12 inches to 3 inches	Little	10-19
Gravel	3 inches to No. 4 sieve	Some	20-34
<i>Coarse</i>	3 inches to ¾ inches	And	35-50
<i>Fine</i>	¾ inches to No. 4 sieve		
Sand	No. 4 sieve to No. 200 sieve		
<i>Coarse</i>	No. 4 sieve to No. 10 sieve		
<i>Medium</i>	No. 10 sieve to No. 40 sieve		
<i>Fine</i>	No. 40 sieve to No. 200 sieve		
Silt/Clay	Passing No. 200 sieve		



REFERENCE NOTES FOR BORING LOGS



PIONEER
Engineering & Environmental Services, LLC

2753 West 31st Street | Chicago, IL 60608 | phone: 773.722.9200 | fax: 773.722.9201 | pioneeress.com



ADDENDUM NUMBER 1

Pickerill-Pigott Forest Preserve: Public Access Phase 1 OSLAD – Kendall County Forest Preserve District #737

DATE: February 20, 2020

TO: ALL KNOWN BID DOCUMENT RECIPIENTS

VIA EMAIL – Two (2) pages and attachments as described below

The following changes or clarifications for the above referenced bid shall be made part of the bidding documents and a copy of this addendum – all pages – shall be submitted attached to the Bid Proposal Form.

1. Updated specification sections attached

- a. 00 0110 - Table of Contents
- b. 00 1000 - General Conditions
- c. 00 2113 - Instructions to Bidders
- d. 00 2200 - Agreement
- e. 01 7700 - Project Closeout

2. Clarifications

- a. Alternate Bid Item #A3-1: Asphalt shall be referred to as SY instead of CY.
- b. Specification 13 3400 Prefabricated Restroom Building, Section 2.2 and 2.3: Replace "Double Rocky Mountain" model with "Tioga"
- c. Sheet 2.2: Contractor may reuse removed gravel on site as structural fill as long as it meets specification by being free of organic matter and/or soil.
- d. Sheet 2.3 and 2.4: The existing gravel drive going East is to remain as identified. 3" topdressing of existing trail shall be 8' wide per plans and shall be centered on existing drive where existing drive is wider. No removals shall take place in these areas.
- e. Sheets 4.0 - 4.4: Lawn restoration includes topsoil, seed, and blanket at all areas disturbed due to construction.
- f. The cost of soil sampling and analysis to comply with Clean Construction or Demolition Debris (CCDD) requirements per Illinois Public Act 96-1416 and the Environmental Protection Agency shall be incidental. The Owner will not provide an LPC-663 form.
- g. There is no additional tree removal allowance. Tree removals are listed in the plans. Any brush or trees less than 6" diameter and within the construction limits are to be removed and incidental to the contract. Refer to standard IDOT specification.
- h. Any trees that need to be trimmed for construction activities are incidental and must meet International Society of Arboriculture (ISA) tree pruning standards. During construction, all trimming needs to be pre-approved by the Owner's Representative.



- i. The contractor is responsible for proof roll compaction inspections and coordination with the Owner's Representative. Additional testing will be provided by Owner at their sole discretion.
- j. Access to the site and existing buildings will need to remain open to Forest Preserve District staff during construction. The site is not open to the public.
- k. Temporary fence is not required around work areas. It is up to the contractor to determine where fence is needed for work site safety and is incidental to contract cost.
- l. There are no minority firm, minority worker or local worker requirements for this project, however minority business firms are encouraged to submit bids. Successful contract bidders are also encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

3. Pre-Bid Meeting Sign In Sheet Attached

4. Important Dates

- a. Bid Open: February 27, 2020 at 2pm
- b. Notice to Proceed: March 2020
- c. Completion Date: October 15, 2020

End of Addendum.



ADDENDUM NUMBER 2

Pickerill-Pigott Forest Preserve: Public Access Phase 1 OSLAD – Kendall County Forest Preserve District #737

DATE: February 26, 2020

TO: ALL KNOWN BID DOCUMENT RECIPIENTS

VIA EMAIL – One (1) page

The following changes or clarifications for the above referenced bid shall be made part of the bidding documents and a copy of this addendum – all pages – shall be submitted attached to the Bid Proposal Form.

- 1. Bid Open: February 27, 2020 at 10am**
 - a. Bid open is at 10am, not 2pm as listed in Addendum 1

End of Addendum.

Bid Proposal for:
 Pickerill Piggot Forest Preserve
 Phase 1 OSLAD Development

Contractor: S. O. Construction, Inc.

TO: Kendall County Forest Preserve District
 Pickerill Piggot Forest Preserve: Public Access
 110 W. Madison Street
 Yorkville, Illinois 60560

Project # 737

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

Description of abbreviations:

SF = Square Feet

SY = Square Yard

FF = Finished Face

CF = Cubic Feet

CY = Cubic Yard

LF = Lineal Feet

LS = Lump Sum

BASE BID

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Removals & Earthwork, Complete	1	LS	\$ 7,800.00	\$ 7,800.00
2	Temporary Concrete Washout	1	EA	\$ 1,500.00	\$ 1,500.00
3	Silt Fence	1405	LF	\$ 02.50	\$ 3,562.50
4	Ditch Check	1	LS	\$ 4,000.00	\$ 4,000.00
5	Undercut, Removals and Placement of PGE (to be used only with approval of Owner's Representative)	100	CY	\$ 100.00	\$ 10,000.00
6	Vehicular Asphalt Paving	531	SY	\$ 44.00	\$ 23,364.00
7	Vehicular Asphalt Striping	1	LS	\$ 3,500.00	\$ 3,500.00
8	Crosswalk Striping	1	LS	\$ 1,500.00	\$ 1,500.00
9	Concrete Paving	2459	SF	\$ 8.00	\$ 19,672.00
10	Entry Drive & Gravel Paving - at 12" Depth	4178	SY	\$ 17.00	\$ 71,026.00
11	Gravel Trail - 8' wide at 9" Depth	1677	SY	\$ 13.00	\$ 21,801.00
12	Gravel Existing Trail - 8' wide at 3" Depth	1948	SY	\$ 5.25	\$ 10,227.00
13	ADA Parking Sign	5	EA	\$ 200.00	\$ 1,000.00
14	Wheelstop	48	EA	\$ 110.00	\$ 5,280.00
15	Cable Gate	1	LS	\$ 3,500.00	\$ 3,500.00

Bid Proposal for:
 Pickerill Piggot Forest Preserve
 Phase 1 OSLAD Development

Contractor: D. Conacher, Inc.

Site Furniture shall be purchased and fully installed by Contractor.

16	Purchase and Install Shelter 28'X52'	1	LS	\$ 97,300.00	\$ 97,300.00
17	Purchase and Install Prefab Restroom Building 2 Single Users, Waterless, Chase Option, Solar Light Option, Solar Vent Option	1	LS	\$ 50,000.00	\$ 50,000.00
18	Purchase and Install Bench	2	EACH	\$ 2,000.00	\$ 4,000.00
19	Purchase and Install Trail Markers	2	EACH	\$ 1,500.00	\$ 3,000.00
20	Storm Sewer 12" PVC	192	LF	\$ 50.00	\$ 9,600.00
21	Storm Sewer 18" PVC	38	LF	\$ 70.00	\$ 2,660.00
22	Storm Sewer 24" PVC	31	LF	\$ 95.00	\$ 2,945.00
23	Metal End Section, 12"	10	EA	\$ 200.00	\$ 2,000.00
24	Metal End Section, 18"	2	EA	\$ 300.00	\$ 600.00
25	Metal End Section, 24"	2	EA	\$ 400.00	\$ 800.00
26	Rip Rap, RR-3	40	SY	\$ 100.00	\$ 4,000.00
27	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$ 55,000.00	\$ 55,000.00

Base Bid Total \$ 479,067.50

Base Bid in Writing:

Four hundred seventy nine thousand sixty seven dollars & fifty cents

ALTERNATE #1: Dumpster Enclosure

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
A1-1	Dumpster Enclosure	1	LS	\$ 8,500.00	\$ 8,500.00

Alternate #1 Total \$ 8,500.00

Alternate #1 in Writing:

Eight thousand five hundred dollars & zero cents

Bid Proposal for:
 Pickerill Piggot Forest Preserve
 Phase 1 OSLAD Development

Contractor: C. Construction, Inc.

ALTERNATE #2: Picnic Tables at Shelter

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
A2-1	Purchase and Install Picnic Tables	8	EA	\$ 1,800.00	\$ 14,400.00

Alternate #2 Total \$ 14,400.00

Alternate #2 In Writing:

Fourteen thousand four hundred dollars & zero cents

ALTERNATE #3: Asphalt Apron at Entry

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
A3-1	Asphalt Paving at Entry Drive in Lieu of Gravel, 85 DYSY	1	LS	\$ 9,500.00	\$ 9,500.00

Alternate #3 Total \$ 9,500.00

Alternate #3 In Writing:

Four thousand five hundred dollars & zero cents

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

CONTRACTOR: C. Construction, Inc.

CONTACT: Bernard S. Sando SIGNATURE: [Signature]

Bernard Sando
President

PHONE: 815-634-2555 FAX: 815-634-8748

ADDRESS: 1488 S. Grandway

Coal City, Ill. 60516

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

Liberty Mutual Insurance Company

CONTRACTOR REFERENCES

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

1) Village of Plainfield (Shared use, path 127th)
Randy Jossen (815) 436-3577
29401 W. Lupton Street, Plainfield, IL 60554

Project Description and Contract
Amount \$177,000 Shared use, path

2) Forest Preserve District of Will County
John D'Leur (815) 727-8700
17540 W. Lowrey Road, Tollet, IL 60433

Project Description and Contract
Amount \$402,285.00 Baratic Trail extension phase 2

3) TDOT (Illinois Department of Transportation) District 3
Joe Wick (815) 434-6131
700 E. Main St, Moline, IL 61350

Project Description and Contract
Amount \$153,944.00 Shared use, path

4) _____

Project Description and Contract
Amount _____

5) _____

Project Description and Contract
Amount _____

Kendall County Forest Preserve District

CONTRACTOR REFERENCES

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

1) *Seasons Landscaping Inc. 1944 Briggs Street, Titusville, FL 32932* *Landscaper*

2) *L.R. Foster 115 W. 1st St. (St. Rd), Palm Bay, FL 32909* *Signer*

3) _____

4) _____

5) _____

6) _____

7) _____

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT
CONTRACTOR COMPLIANCE AGREEMENT

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

(820 ILCS 265/15)

Sec. 15. Substance abuse prevention programs required.

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

(A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.

(B) A prohibition against the actions or conditions specified in Section 10.

(C) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.

(D) A procedure for notifying an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of Section 20.

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

Kendall County Forest Preserve District

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT
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Page 1 of 2

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

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

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

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



Contractor Signature

Kenneth Sandoz
President

2-27-2020

Date



Contractor Name

CONTRACTOR COMPLIANCE ATTACHMENT

The following shall be included with proposal form.

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

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

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

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

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

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


Contractor Signature

2-27-2020
Date

Heath & Sander - President D. Coatsworth, Inc.
Contractor Name

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

D. Construction, Inc.
1488 S. Broadway
Coal City, IL 80416

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
1411 Opus Place, Suite 450
Downers Grove, IL 80516

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 80560

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Pickerill-Pigott Forest Preserve: Public Access-Phase I OSLAD

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of February, 2020


(Witness)

Tamara L. Hansen


(Witness) Cynthia Schwinn

D. Construction, Inc.

(Principal)

(Seal)

By:


(Title) Kenneth Sardeno President

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:


(Title) Jennifer J. McComb Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 818-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual.
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Jennifer J. McComb of the city of Dowden Grove, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: D. Construction, Inc.

Obligor Name: Kendall County Forest Preserve District

Surety Bond Number: Bld Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 8. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and allowed the seals of said Companies this 27th day of February, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Tarlese M. Pisciotto Notary Public of DuPage County, in the State of Illinois,
do hereby certify that Jennifer J. McComb Attorney-in-Fact, of the Liberty Mutual Insurance
Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the
Liberty Mutual Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 27th day of February, 2020



Notary Public

Tarlese M. Pisciotto

My Commission expires: June 28, 2022

