

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, AUGUST 16, 2022

9:00 AM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
 - II. Pledge of Allegiance
 - III. Invocation
 - IV. Roll Call
 - V. Approval of Agenda
 - VI. Public Comments
 - VII. ***CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Commission Meeting of August 2, 2022
 - Kendall County Forest Preserve District Operations Committee Meeting of August 3, 2022
 - B. *Approval of Claims in the Amount of \$6,732.31
 - C. **RESOLUTION #22-07-001**: Establishing General Terms and Conditions for Facility License Contracts
 - OLD BUSINESS**
 - VIII. *No agenda items posted for consideration.*
 - NEW BUSINESS**
 - IX. A. **ORDINANCE #08-22-001**: An Ordinance Amending the Combined Annual Budget and Appropriations Ordinance #11-21-003 Setting Forth the Annual Budget of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2021 and Ending November 30, 2022 for an Amount Not-to-Exceed \$8,573,250.00
 - B. **MOTION**: Approval of the Fox River Bluffs Site Construction Project #939 (IDNR-RTP Project #19-155) Contract with E. Hoffman, Inc. of Lombard, Illinois for the Construction of an 8' Wide Multi-use Trail Loop and Spur, Entry Drive, and Gravel Parking Lot with ADA Stalls in the Amount of \$241,591.50 plus Add Alternate 1 Wheel stops in the Amount of \$5,200.00, for a Total Amount Not-to-Exceed \$246,791.50
- X. Executive Session
 - XI. Other Items of Business
 - XII. Adjournment

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

Kendall County Office Building - 2nd Floor Board Rooms 209 and 210 - 111 W. Fox Street - Yorkville, Illinois 60560
If special accommodations or arrangements are needed to attend this District meeting, please contact the Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
AUGUST 2, 2022**

I. Call to Order

President Gilmour called the meeting to order at 10:30 am in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

The Pledge of Allegiance was recited by all present.

III. Invocation

An invocation was offered by Commissioner Gengler.

IV. Roll Call

X	Cesich	X	Gryder
X	DeBolt		Kellogg
	Flowers	X	Koukol
X	Gengler	X	Rodriguez
X	Gilmour		Vickers

Roll call: Commissioners Cesich, DeBolt, Gengler, Gryder, Koukol, Rodriguez, and Gilmour were all present.

V. Approval of Agenda

Commissioner DeBolt made a motion to approve the agenda. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Committee of the Whole Meeting of July 12, 2022
- Kendall County Forest Preserve District Commission Meeting of July 19, 2022

B. *Approval of Claims for the June 30, 2022 Claims Run in the Amount of \$21,175.10

Commissioner Koukol made a motion to approve the Consent Agenda with the removal of item J. Seconded by Commissioner Gryder.

Motion: Commissioner Koukol
Second: Commissioner Gryder

Roll call: Consent Agenda

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg		
Flowers			Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers		

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Gengler, Gryder, Koukol, Rodriguez, and Gilmour, aye. Opposed, none. Motion unanimously approved.

VIII. OLD BUSINESS

No agenda items posted for consideration.

IX. NEW BUSINESS

No agenda items posted for consideration.

X. Public Comments

No public comments were offered from citizens in attendance.

XI. Executive Session

None.

XII. Other Items of Business

- None.

XIII. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

Meeting adjourned at 6:02 pm.

Respectfully submitted,

Antoinette White
Acting Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES
AUGUST 3, 2022**

I. Call to Order

Commissioner Flowers called the meeting to order at 6:00 pm in the Kendall County Administrative Office Building – Kendall County Second Floor Board Meeting Rooms 209 and 210.

II. Roll Call

	DeBolt		Gryder
X	Cesich		Kellogg
X	Flowers	X	Koukol
	Gengler	X	Rodriguez
	Gilmour		Vickers

Commissioners Cesich, Koukol, Rodriguez, and Flowers were all present.

III. Approval of Agenda

Commissioner Koukol made a motion to approve the meeting agenda as presented. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Review of Financial Statements and Cost Center Reports through July 31, 2022

Acting Director Antoinette White presented an overview of the financial statements and cost center reports through July 31, 2022.

VI. 2022 Nature-Based Summer Camps Summary Report

Acting Director Antoinette White presented a report by Environmental Programs and Special Projects Manager Stefanie Wiencke on the 2022 nature-based summer camps. The 2022 summer camps had over 230 participants and exceeded budgeted revenue.

VII. Summer Camp Refund Request (Casas)

Acting Director Antoinette White presented a refund request for summer camp.

The Operations Committee reviewed the request and provided direction to offer a credit only. The refund request was made outside of the District’s policy minimum timeframe of 2-weeks prior to the first day of camp.

VIII. Rental License Agreements – KC SAO Final Review Updates and Review of Resolution #22-07-001

Acting Director Antoinette White presented an overview of two edited versions of Resolution #22-07-001.

The Operations Committee discussed the two versions, both changing the District’s use of terms from “Rental Contracts” to “Facility License Agreements”.

Commissioner Koukol made a motion to forward the Resolution #22-07-001 version which states “The Board of Commissioners hereby authorizes and directs the Executive Director of the District and/or their designee to integrate the general terms and conditions”, to Committee of the Whole for further discussion. Seconded by Commissioner Cesich. Aye, Commissioner Cesich, Koukol, and Rodriguez. Opposed, Commissioner Flowers. Motion carried by a vote of 3:1.

IX. Grounds and Natural Resources Reports

- a) Equipment Auction Results – Discussion of Ellis Carriage**
- b) Grounds Projects Summaries**
- c) Grounds Maintenance Staffing Updates**

Preserves and Grounds Projects Manager Austin Luetlich present the Grounds Maintenance reports and results of the auction of District items, current projects, and a Grounds staffing update.

The Operations Committee discussed and provided direction to staff to bring the recommendation for the auction of the Ellis horse carriage to the Committee of the Whole for further discussion.

X. Other Items of Business

- a) FY22 Combined Budget and Appropriations Ordinance Amendment**
- b) IDNR Habitat and Pheasant Fund Grant Application Submissions**

The Operations Committee reviewed the proposed FY22 combined budget and appropriations ordinance.

XI. Public Comments

No public comments were offered from citizens in attendance.

XII. Executive Session

None.

XIII. Adjournment

Commissioner Cesich made a motion to adjourn at 6:58 pm. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

Respectfully submitted,

Antoinette White

Acting Director, Kendall County Forest Preserve District

Claims Listing

8/10/2022 4:13:45 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	1323	MENARDS	49273	Menards-Ellis-Soap, hose valve, wall hydrant	19001161 68580	Grounds and Maintenance	\$86.88
						Sub-Total	\$86.88
					Ellis Barn	Total	\$86.88
Ellis Camps	3876	SARA BUCK	Pony 3 Day Refund	Refund-Pony Camp-Severe Allergies	19001163 63040	Security Deposit Refund	\$225.00
						Sub-Total	\$225.00
					Ellis Camps	Total	\$225.00
Ellis Grounds	1060	JOHN DEERE FINANCIAL	41111-16381081522	Cable, blade	19001162 68580	Grounds and Maintenance	\$71.10
	1323	MENARDS	49177	Menards-Ellis-Breaker Bar, socket	19001162 68580	Grounds and Maintenance	\$45.95
	1323	MENARDS	49389	Menards-Ellis=screws, wood, bits	19001162 68580	Grounds and Maintenance	\$89.39
	1323	MENARDS	49559	Menards-Ellis-Concrete Tube, weed killer	19001162 68580	Grounds and Maintenance	\$54.54
	1323	MENARDS	49913	Menards-Ellis-Weed killer, bee foam	19001162 68580	Grounds and Maintenance	\$47.81
						Sub-Total	\$308.79
					Ellis Grounds	Total	\$308.79

Ellis House	267	CINTAS	0194065637	Ellis Fire Ext Inspection	19001160 68580	Grounds and Maintenance	\$183.26
						Sub-Total	\$183.26
Ellis Other Rentals					Ellis House	Total	\$183.26
	3877	JASMINE MILLAN	7-17-22 Baby Shower	Sec Dep Ellis House Baby Shower	19001169 63040	Security Deposit Refund	\$200.00
						Sub-Total	\$200.00
Ellis Riding Lessons					Ellis Other Rentals	Total	\$200.00
	541	FIRST NATIONAL BANK OF OMAHA	3583081522	Guritz Credit Card July 2022	49004164-63000	Animal Care & Supplies	\$790.97
	541	FIRST NATIONAL BANK OF OMAHA	6660081522	Viek Credit Card July 2022	49004164-63000	Animal Care & Supplies	\$24.39
						Sub-Total	\$805.36
Ellis Weddings					Ellis Riding Lessons	Total	\$805.36
	3131	GROOT INC	9240399T102	Waste and Recycling Services	19001168 63070	Refuse Pickup	\$114.56
						Sub-Total	\$114.56
Environ. Educ. Laws of Nature					Ellis Weddings	Total	\$114.56
	541	FIRST NATIONAL BANK OF OMAHA	3433081522	Wieneke Credit Card July 2022	49004180-63030	Program Supplies	\$58.92
						Sub-Total	\$58.92
					Environ. Educ. Laws of Nature	Total	\$58.92

Environmental Education Camps		541	FIRST-NATIONAL BANK-OF-OMAHA	3433081522	Wieneke-Credit Card-July 2022	49001177-63030	Program Supplies	\$18.42
							Sub-Total	\$18.42
							Total	\$18.42
Forest Preserve Director						Environmental-Education Camps		
51	SYNCB/AMAZON	143P-C7WL-LGHV	Amazon-ice packs	190011 62000	Office Supplies			\$29.87
51	SYNCB/AMAZON	1D7Q-7D4C-D9N;	Amazon-Credit Card receipt paper	190011 62000	Office Supplies			\$25.67
51	SYNCB/AMAZON	1MPD-D1H7-LJKL	Poison Ivy Soap, note pads, pens	190011 62000	Office Supplies			\$26.10
541	FIRST-NATIONAL BANK-OF-OMAHA	3583081522	Guritz-Credit Card-July 2022	490011-62000	Office-Supplies			\$194.95
1323	MENARDS	49918	Menards-Line post, u bolt, door stop	190011 62000	Office Supplies			\$0.69
							Sub-Total	\$277.18
541	FIRST-NATIONAL BANK-OF-OMAHA	5931081522	White-Credit Card-July 2022	490011-62040	Conferences			\$45.00
2170	ANTOINETTE WHITE	Reimburse Herbicide	Reimbursement herbicide license-Urbina	190011 62040	Conferences			\$45.00
							Sub-Total	\$90.00
1665	SHAW MEDIA	10085118081522	Website hosting, Fox River Bluffs Bid	190011 62090	Legal Publications			\$114.70
							Sub-Total	\$114.70

**Forest Preserve
Director**

2047	COMED	09270071630815 22	ComEd Richard Young	190011 63510	Electric	\$23.79
2047	COMED	55147100050815 22	ComEd Harris Arena	190011 63510	Electric	\$21.82
2047	COMED	55147110020815 22	ComEd Harris	190011 63510	Electric	\$49.68
					Sub-Total	\$95.29
1665	SHAW MEDIA	10085118081522	Website hosting, Fox River Bluffs Bid	190011 68430	Marketing / Publicity	\$59.99
					Sub-Total	\$59.99
695	GROUND EFFECTS INC	473670-000	Hoover Garden Project	190011 68500	Project Fund Expenses	\$144.92
					Sub-Total	\$144.92
695	GROUND EFFECTS INC	474039-000	Gravel	191411 68530	Preserve Improvements	\$158.00
1060	JOHN DEERE FINANCIAL	1113- 29745081522	Hoover, Grounds, Preserve Improvements	191411 68530	Preserve Improvements	\$258.99
1323	MENARDS	49918	Menards-Line post, u bolt, door stop	191411 68530	Preserve Improvements	\$103.62
					Sub-Total	\$520.61
49	AMALGAMATED BANK OF CHICAGO	1856367001 APRIL-22	BOND-2017 TRUST 1856367001 APRIL-22- MARCH-23	190341-68640	Fiscal Agent Fee	\$475.00
					Sub-Total	\$475.00
			Forest Preserve Director	Total		\$1,777.69

Grounds and Natural Resources

506	ELBURN NAPA, INC.	4860081522	Grounds and Hoover vehicle/equipment supplies	19001183 62160	Equipment	\$208.38
1060	JOHN DEERE FINANCIAL	41111-16381081522	Cable, blade	19001183 62160	Equipment	\$59.72
					Sub-Total	\$268.10
1060	JOHN DEERE FINANCIAL	1113-29745081522	Hoover, Grounds, Preserve Improvements	19001183 62180	Gasoline / Fuel / Oil	\$60.87
1153	KENDALL CO HIGHWAY DEPT	July 2022 Fuel	Gasoline, diesel-July 2022	19001183 62180	Gasoline / Fuel / Oil	\$1,342.54
					Sub-Total	\$1,403.41
3131	GROOT INC	9240399T102	Waste and Recycling Services	19001183 63070	Refuse Pickup	\$410.09
					Sub-Total	\$410.09
1060	JOHN DEERE FINANCIAL	1113-29745081522	Hoover, Grounds, Preserve Improvements	19001183 63110	Shop Supplies	\$107.15
1820	UNIQUE PRODUCTS & SERVICE	433642-2	Liners-Harris-Hoover	19001183 63110	Shop Supplies	\$189.21
					Sub-Total	\$296.36
3837	T-MOBILE	982008249081522	Cell Phones July 2022	19001183 63540	Telephones	\$637.22
					Sub-Total	\$637.22
					Total	\$3,015.18
				Grounds and Natural Resources		
3294	STEPHANIE SCHMOKER-HALL	22-00030	Sec Dep Refund-Meadowhawk Lodge	19001171 63040	Security Deposit Refund	\$30.00

Hoover

Hoover

3878	YVONNE GUENTHER	22-00149	Sec Dep Refund- Meadowhawk Lodge	19001171	63040	Security Deposit Refund	\$260.00
3879	ANNE ENGELHARDT	21-00039	MHL Sec Dep Return	19001171	63040	Security Deposit Refund	\$187.50
3880	DAVID PHAN	22-00142	Sec Dep Return-Blazing Star and Kingfisher	19001171	63040	Security Deposit Refund	\$200.00
						Sub-Total	\$677.50
2047	COMED	07560810170815 22	ComEd Hoover Bathhouse	19001171	63100	Electric	\$48.26
2047	COMED	19380210810815 22	ComEd Hoover Residence	19001171	63100	Electric	\$47.38
						Sub-Total	\$95.64
51	SYNCB/AMAZON	1MPD-D1H7- LJKL	Poison Ivy Soap, note pads, pens	19001171	63110	Shop Supplies	\$12.99
1060	JOHN DEERE FINANCIAL	1113- 29745081522	Hoover, Grounds, Preserve Improvements	19001171	63110	Shop Supplies	\$89.04
1820	UNIQUE PRODUCTS & SERVICE	433642-2	Liners-Harris-Hoover	19001171	63110	Shop Supplies	\$189.21
						Sub-Total	\$291.24
506	ELBURN NAPA, INC.	4860081522	Grounds and Hoover vehicle/equipment supplies	19001171	63120	Building Maintenance	\$33.20
1060	JOHN DEERE FINANCIAL	1113- 29745081522	Hoover, Grounds, Preserve Improvements	19001171	63120	Building Maintenance	\$66.12
1323	MENARDS	49209	Hoover-Wood, cleaner, spray	19001171	63120	Building Maintenance	\$41.95
						Sub-Total	\$141.27

Hoover									
1060	JOHN DEERE FINANCIAL	1113- 29745081522	Hoover, Grounds, Preserve Improvements	19001171	68580	Grounds and Maintenance	\$55.93		
1323	MENARDS	49209	Hoover-Wood, cleaner, spray	19001171	68580	Grounds and Maintenance	\$227.22		
						Sub-Total	\$283.15		
						Total	\$1,488.80		
Pickerill - Pigott									
2047	COMED	55142280110815 22	ComEd Pickerill House	19001184	63100	Electric	\$33.12		
2047	COMED	55142290270815 22	ComEd Pickerill	19001184	63100	Electric	\$13.88		
						Sub-Total	\$47.00		
						Total	\$47.00		
						Grand Total	\$8,329.56		

Corrected Grand Total: \$6,732.31

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

RESOLUTION NO. 22-07-001

**A RESOLUTION APPROVING THE GENERAL TERMS AND CONDITIONS
FOR THE LICENSING OF KENDALL COUNTY FOREST PRESERVE
DISTRICT FACILITIES AND USE PERMITS INCLUDING EXTENDING
AUTHORITY TO THE DISTRICT'S EXECUTIVE DIRECTOR TO APPROVE
FACILITY LICENSE AGREEMENTS**

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

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

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

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

WHEREAS, the District has prepared six (6) form License Terms and Conditions, with each intended for the respective licensing of the District's shelters, bunkhouses, campsites, Harris arena, Meadowhawk Lodge, and Ellis House and Equestrian Center; and

WHEREAS, said form License Terms and Conditions are attached to this Resolution as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED that the Kendall County Forest Preserve District Board of Commissioners hereby approves the "License Terms and Conditions" as provided in the attached Exhibit "A", for the respective use of the District's shelters, bunkhouses, campsites, Harris arena, Meadowhawk Lodge, and Ellis House and Equestrian Center, effective September 1, 2022.

The Board of Commissioners affirms the approved license fee schedule, attached as Exhibit "B", for the use of the District's facilities.

The Board of Commissioners hereby authorizes and directs the Executive Director of the District and/or their designee to integrate the general terms and conditions language as set forth within the Exhibit A Terms and Conditions forms into the District's permitting software, and execute facility license agreements on behalf of the Kendall County Forest Preserve District in accordance with the District's General Use Ordinance, and for the license fees listed in Exhibit "B".

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

Approved:

Judy Gilmour, President

Attest:

Elizabeth Flowers, Secretary

RESOLUTION NO. 22-07-001

EXHIBIT A

FACILITY LICENSE AND PERMIT GENERAL TERMS AND CONDITIONS

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

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

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

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

1. Nature of Agreement:

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

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

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

Payment of one hundred percent (100%) of the event license fee (separate and apart from the security deposit) is due thirty (30) days prior to the Event Date, or at the time of booking if less than thirty (30) days prior to the event date. Requests for a change to the Event date made earlier than six (6) months prior to the original event date may be accommodated based on venue availability without penalty. If the Licensee cancels the event at least sixty (60) days prior to the Event Date, the Forest Preserve will retain 50% of the security deposit paid. In cases where the Licensee’s cancellation notice is received less than sixty (60) days prior to the Event Date, the Forest Preserve will retain the entire security deposit paid.

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

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

3. Cancellation:

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

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

4. Evidence of Insurance:

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

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

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

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

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

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

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

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

Additional Insured Status

The Forest Preserve, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the use of the facility,

work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. Limited License:

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

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Hazardous Materials:

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

10. Pyrotechnics:

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

11. Horses:

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

12. Alcohol Policy:

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

13. Smoking Policy:

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

14. Food Service:

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

15. Fires:

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

16. Parking:

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

17. Pets:

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

18. Hunting and Fishing:

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

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

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

26. Anti-Discrimination Compliance:

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

27. Conflict of Interest:

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

28. Assignment:

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

29. No Joint Venture:

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

30. Legal Compliance:

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

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

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

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to:

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

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

36. Entire Agreement:

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

37. Authority:

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

Licensee:

By: _____

Date: _____

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

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

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

1. Nature of Agreement:

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

2. Fee and Security Deposit:

Ellis House:

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

Payment of fifty percent (50%) of the event license fee (separate and apart from the security deposit) is due six (6) months prior to the Event Date, or at the time of booking if less than (6) months prior to the event date, with the remaining balance due thirty (30) days prior to the event. Requests for a change to the Event date made earlier than six (6) months prior to the original event date may be accommodated based on venue availability without penalty. If the Licensee cancels the event at least six (6) months prior to the Event Date, the Forest Preserve will retain one hundred percent (100%) of the Licensee’s security deposit but will refund any license fee already paid. In cases where the Licensee’s cancellation notice is received less than six (6) months prior to the Event Date, the Forest Preserve will retain the entire security deposit, plus fifty percent (50%) of the event license fee. The Security Deposit will be refunded within thirty (30) business days following the event provided the Forest Preserve does not need to address property damage, excessive cleaning, or any outstanding balance due.

3. Cancellation:

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

4. Evidence of Insurance:

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

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

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

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

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

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

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

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

Additional Insured Status

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. **Limited License:**

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

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

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Hazardous Materials:

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

10. Pyrotechnics:

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

11. Horses:

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

12. Alcohol Policy:

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

13. Smoking Policy:

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

14. Food Service:

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

15. Fires:

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

16. Parking:

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

17. Pets:

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

18. Hunting and Fishing:

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

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

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

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

26. Anti-Discrimination Compliance:

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

27. Conflict of Interest:

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

28. Assignment:

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

29. No Joint Venture:

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

30. Legal Compliance:

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

31. Venue:

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

32. Legal Remedies:

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

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to:

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

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

36. Entire Agreement:

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

37. Authority:

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

Licensee:

By: _____

Date: _____

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

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

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

1. Nature of Agreement:

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

2. Fee:

Shelters:

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

The Forest Preserve allows a one-time rescheduling of any reservation with the paid license fee applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

3. Cancellation:

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

4. Evidence of Insurance:

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

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

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

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

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

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

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

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

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

Additional Insured Status

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. Limited License:

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

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Hazardous Materials:

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

10. Pyrotechnics:

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

11. Horses:

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

12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control

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

13. Smoking Policy:

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

14. Food Service:

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

15. Fires:

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

16. Parking:

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

17. Pets:

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

18. Hunting and Fishing:

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

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

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

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

26. Anti-Discrimination Compliance:

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

27. Conflict of Interest:

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

28. Assignment:

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

29. No Joint Venture:

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

30. Legal Compliance:

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

31. Venue:

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

32. Legal Remedies:

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

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to:

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

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

36. Entire Agreement:

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

37. Authority:

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

Licensee:

By: _____

Date: _____

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

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

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

1. Nature of Agreement:

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

2. Fee and Security Deposit:

Bunkhouses:

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

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

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

3. Cancellation:

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

cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

4. Evidence of Insurance:

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

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

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

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

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

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

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

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

Additional Insured Status

The Forest Preserve, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the use of the facility, work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO

Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. Limited License:

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

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Hazardous Materials:

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

10. Pyrotechnics:

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

11. Horses:

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

12. Alcohol Policy:

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

13. Smoking Policy:

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

14. Food Service:

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

15. Fires:

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

16. Parking:

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

17. Pets:

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

18. Hunting and Fishing:

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

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

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

26. Anti-Discrimination Compliance:

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

27. Conflict of Interest:

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

28. Assignment:

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

29. No Joint Venture:

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

30. Legal Compliance:

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

31. Venue:

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

32. Legal Remedies:

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

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to:

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

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

36. Entire Agreement:

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

37. Authority:

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

Licensee:

By: _____

Date: _____

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

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

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

1. Nature of Agreement:

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

2. Fee:

Campsites:

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

The Forest Preserve allows a one-time rescheduling of any reservation with the paid license fee applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

3. Cancellation:

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

4. Evidence of Insurance:

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

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

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

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

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

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

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

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

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

Additional Insured Status

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. Limited License:

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

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Hazardous Materials:

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

10. Pyrotechnics:

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

11. Horses:

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

12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control

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

13. Smoking Policy:

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

14. Food Service:

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

15. Fires:

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

16. Parking:

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

17. Pets:

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

18. Hunting and Fishing:

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

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

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

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

26. Anti-Discrimination Compliance:

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

27. Conflict of Interest:

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

28. Assignment:

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

29. No Joint Venture:

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

30. Legal Compliance:

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

31. Venue:

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

32. Legal Remedies:

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

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to:

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

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

36. Entire Agreement:

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

37. Authority:

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

Licensee:

By: _____

Date: _____

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

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

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

1. Nature of Agreement:

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

2. Fee:

Horse Arena and Shelters:

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

The Forest Preserve allows a one-time rescheduling of any reservation with the paid license fee applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

3. Cancellation:

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

4. Evidence of Insurance:

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

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

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

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

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

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

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

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

Additional Insured Status

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

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

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

5. Limited License:

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

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

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Warning Signs:

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

Facility or any equipment or tack included therein or otherwise contemplated by the License, or any other agreement between the Parties, shall contain in clearly readable print the warning notice provided herein this Paragraph 9. The signs and contracts described in this paragraph 9 shall contain the following warning notice:

“WARNING

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

10. Licensee Efforts to Determine Participant Abilities:

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

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

11. Hazardous Materials:

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

12. Pyrotechnics:

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

13. Horses:

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

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

14. Alcohol Policy:

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

15. Smoking Policy:

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

16. Food Service:

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

17. Additional Storage:

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

18. Fires:

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

19. Parking:

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

20. Pets:

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

21. Hunting and Fishing:

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

22. Decorations:

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

23. Inflatables and Tents:

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

24. Duty of Care:

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

25. Damages:

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

26. Limitation on Liability:

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

27. Right of Entry:

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

28. Indemnification:

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

29. Anti-Discrimination Compliance:

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

30. Conflict of Interest:

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

31. Assignment:

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

32. No Joint Venture:

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

33. Legal Compliance:

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

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

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

36. Severability:

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

37. Waiver:

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

38. Notice:

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

Forest Preserve, send to:

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

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

39. Entire Agreement:

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

40. Authority:

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

Licensee:

By: _____

Date: _____

**Kendall County Forest Preserve District
FY22 Fees and Charges
EXHIBIT B - CURRENT FEES: 08-16-2022**

Description	Type	Security Deposit	Current Rates Schedule	Additional Information
Forest Preserve Shelter, Bunkhouse, and Campsite License				
Richard Young FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Jay Woods FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Subat FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Harris FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Pickering-Pigoth Forest Preserve	Shelter	\$0	\$60/resident; \$85 non-resident	9 am to sunset
Harris - Shelter 1 and 4	Shelter	\$0	\$100/resident; \$125/non-resident	9 am to sunset
Harris FP	Shelter 1&4 5-day	\$0	\$500 for weekday rental	9 am to sunset
Shelter Rental for Groups over 100*	Shelter	\$0	\$25 per shelter rental for group sizes greater than 100 people	Additional \$25 charge for each subsequent 100 guests
Shelter, Group Campsite, or Bunkhouse Rescheduling Fee	Shelters and Campsites	\$0	\$25 per event	Does not apply to family campsites
Hoover FP	Bunkhouse	\$100 per Bunkhouse Rental	\$180/resident; \$240/non-resident	Check in: 3 - 8 pm / Check-out: Noon
Hoover FP	Group campsite	\$0	\$65/resident; \$85/non-resident	Capacity for 30 individuals
Hoover FP	Family campsite	\$0	\$20/resident; \$30/non-resident	Capacity for 6 individuals
Hoover FP - Campsite and Bunkhouse Non-Emergency Call-out Fee (8 pm to 8 am)*	Bunkhouse and Group Campsite Rentals	\$0	\$40 charge for non-emergency callouts between 8 pm and 8 am the following day	Fee charged for after hour service requests. Check in is between 3 pm and 8 pm. Non-emergency requests placed after 8 pm are charged this fee.
Harris FP	Horse Arena	\$0	\$100 per day	Rental includes use of Shelter 7
Firewood Bundles	Firewood	\$0	\$25 per bundle	Approx. 30 pieces
Special Event Permit Fees	Permit Fee	\$0	\$75 / \$200 / \$300 Assigned Fee	Permit fees assigned based on event
Hoover Meadowhawk Lodge License and Package Pricing				
Friday, Saturday & Sunday (wedding and/or reception)	Meadowhawk Lodge	50% of total cost	\$1,900 (8 am - 10 pm)	Incl. tables & chairs, projector screen and podium
Weekend - other events	Meadowhawk Lodge	50% of contracted time	\$90/hr resident - \$110/hr non-resident	Incl. tables & chairs, projector screen and podium
Weekday - other events	Meadowhawk Lodge	50% of contracted time	\$60/hr residents - \$80/hr non-resident	Incl. tables & chairs, projector screen and podium
Meadowhawk Lodge Package (weekdays only)	Meadowhawk Lodge & Bunkhouses	\$100 per Bunkhouse Rental	Bunkhouse: \$180/resident; \$240/non-resident Meadowhawk Lodge: \$250	Minimum 2 bunkhouse rental plus a \$250 fee for use of Meadowhawk Lodge full day use
Not-for-Profit and Government Rate	Meadowhawk Lodge	50% of contracted time	10% (May-Oct)-10% (Nov - Apr) discount	
Corporate Rate	Meadowhawk Lodge	50% of contracted time	20% (May-Oct)-10% (Nov-Apr) upcharge	
Client Set-up / Clean-up Time	Meadowhawk Lodge	50% of contracted time	\$15 per hour for each hour of set-up / clean-up	
Set-up / Clean-up by District (optional)	Meadowhawk Lodge	N/A	\$50 setup or cleanup/\$75 for setup and clean-up	Set-up, clean-up
Ellis House License				
Friday and Sunday (wedding)	Ellis House/Grounds	\$1,000	\$2,100	Grounds, house, tables & chairs
Saturday (wedding)	Ellis House/Grounds	\$1,000	\$2,100	Grounds, house, tables & chairs
Weekday and Weekend House and Grounds - Other Events	Ellis House/Grounds	50% of contracted time	\$150/hr	Grounds, house, tables & chairs
Weekday & Weekend other events (House)	Ellis House	50% of contracted time	\$75/hr	Grounds, house, tables & chairs
Weekday & Weekend Classroom	Ellis Classroom	50% of contracted time	\$50/hr	Grounds, classroom, tables & chairs
Not-for-Profit and Government Rate	Ellis House	50% of contracted time	10% (May-Oct)-10% (Nov - Apr) discount	
Set-up / Clean-up (optional)	Ellis House/Tent	NA	\$300 setup and clean-up	Set-up and/or Clean-up

ORDINANCE #08-22-001 AMENDING
ORDINANCE #11-21-003

COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE

AN ORDINANCE SETTING FORTH THE ANNUAL BUDGET OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE FISCAL YEAR BEGINNING DECEMBER 1, 2021 AND ENDING NOVEMBER 30, 2022

AND

APPROPRIATING THE VARIOUS SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE

KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE

FISCAL YEAR BEGINNING DECEMBER 1, 2021 AND ENDING NOVEMBER 30, 2022

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT,

KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1

That the attached annual budget hereinafter set forth is hereby adopted by the Kendall County Forest Preserve District, Kendall County, Illinois for the fiscal year beginning December 1, 2021.

	Fund 1900	Fund 1901	Fund 1902	Fund 1903	Fund 1904	Fund 1905	Fund 1906	Fund 1907	Fund 1908	Fund 1909	Fund 1910	Fund 1911	Fund 1912	Fund 1913	Fund 1914	Fund 1915	Total Est. Balances
Operating Fund	\$ 470,609	\$ -	\$ 987,583	\$ 4,635,395	\$ 883,179	\$ -	\$ -	\$ 286,713	\$ 30,300	\$ -	\$ 205,214	\$ 46,300	\$ 100,919	\$ 1,062,110	\$ 7,594	\$ -	\$ 8,665,916
2007 Bond Proceeds Capital Fund	\$ 1,231,001	\$ -	\$ 443,150	\$ 4,937,968	\$ 6,715	\$ -	\$ -	\$ 91,837	\$ 296,664	\$ -	\$ 124,271	\$ -	\$ 22	\$ 200	\$ 100,000	\$ -	\$ 82,326
Estimated Revenue & Transfers In	\$ 1,231,001	\$ -	\$ 443,150	\$ 4,937,968	\$ 6,715	\$ -	\$ -	\$ 91,837	\$ 296,664	\$ -	\$ 124,271	\$ -	\$ 22	\$ 200	\$ 100,000	\$ -	\$ 82,326
Estimated Expenditure & Transfers Out	\$ 470,609	\$ -	\$ 987,583	\$ 4,635,395	\$ 883,179	\$ -	\$ -	\$ 286,713	\$ 30,300	\$ -	\$ 205,214	\$ 46,300	\$ 100,919	\$ 1,062,110	\$ 7,594	\$ -	\$ 8,665,916
Estimated Ending Balance November 30, 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Estimated Receipts:

1900111 40300-43450	FY22 Operating Fund #1900 Receipts	\$ 1,231,001
1901111 41350	FY22 2007 Bond Proceeds Capital Fund #1901 Receipts	\$ -
1902111 41010-41350	FY22 2003/2012 Debt Series Fund #1902 Receipts	\$ 443,150
1903111 41010-41350	FY22 2007/2015/2016/2017 Debt Series Fund #1903 Receipts	\$ 4,937,968
1904111 41350	FY22 Endowment Fund #1904 Receipts	\$ 6,715
1905111 40300-42970	FY22 Pickertill-Piggott Phase I OSLAD Project Fund #1905 Receipts	\$ -
1906111 41350	FY22 Forest Preserve Improvement Fund #1906 Receipts	\$ -
1907111 40300-43790	FY22 Capital Projects Fund #1907 Receipts	\$ 91,837
1908111 40300-43800	FY22 Fox River Bluffs RTP Grant Project Fund #1908 Receipts	\$ 296,664
1909111 40300-42970	FY22 Fox River Bluffs Crop. Conv. Project Fund #1909 Receipts	\$ -
1910111 40380-42970	FY22 Land Cash Fund #1910 Receipts	\$ 124,271
1911111 XXXXX	FY22 Liability Fund #1911 Receipts	\$ -
1912111 41350-43790	FY22 2021 Bond Proceeds Fund #1912 Receipts	\$ 22
1913111 41350-XXXX	FY22 Pickertill-Piggott IDNR-PARC Project Fund #1913 Receipts	\$ 200
1914111 41350-40390	FY22 American Rescue Plan Act Fund #1914 Receipts	\$ 100,000
1915111 41010-41350	FY22 2021 Debt Series Fund #1915 Receipts	\$ 82,326
	Total Receipts	\$ 7,314,154

SECTION 2

That the several sums of money hereinafter set forth are hereby appropriated for the fiscal year of the Kendall County Forest Preserve District, Kendall County, Illinois beginning December 1, 2021 and ending November 30, 2022 to cover all necessary expenditures and liabilities of said Kendall County Forest Preserve District, Kendall County, Illinois hereinafter designated.

SECTION 3

That the object and purposes for which the appropriations are hereby made and the amount appropriated for each object and purpose are as follows:

Estimated Expenditures:

190011 51090-69790	FY22 Operating Fund #1900 Expenses	\$ 1,231,001
190111 61340-68640	FY22 2007 Bond Proceeds Capital Fund #1901 Expenses	\$ -
190211 68640-68700	FY22 2003/2012 Debt Series Fund #1902 Expenses	\$ 425,032
190311 66500-68760	FY22 2007/2015/2016/2017 Debt Series Fund #1903 Expenses	\$ 4,522,835
190411 62150	FY22 Endowment Fund #1904 Expenses	\$ 27,603
190511 61420-70330	FY22 Pickertill-Pilgott Phase I OSAD Project Fund #1905 Expenses	\$ -
190611 61300-61400	FY22 Forest Preserve Improvement Fund #1906 Expenses	\$ -
190711 61430-68610	FY22 Capital Projects Fund #1907 Expenses	\$ 378,550
190811 70650	FY22 Fox River Bluffs RTP Grant Project Fund #1908 Expenses	\$ 326,964
190911 61300-66500	FY22 Fox River Bluffs Crrib. Conv. Project Fund #1909 Expenses	\$ -
191011 61300-67410	FY22 Land Cash Fund#1910 Expenses	\$ 329,485
191111 68990	FY22 Liability Fund #1911 Expenses	\$ 25,000
191211 61370-61440	FY22 2021 Bond Proceeds Fund #1912 Expenses	\$ 100,941
191311 66500-70650	FY22 Pickertill-Pilgott IDMR-PARC Project Fund #1913 Expenses	\$ 1,062,310
191411 51160-70330	FY22 American Rescue Plan Act Fund #1914 Expenses	\$ 107,594
191511 66500-68760	FY22 2021 Bond Proceeds Debt Series Fund #1915 Expenses	\$ 35,935
Total Expenditures		\$ 8,573,250

Approved this 16TH Day of August 2022.

Signed:

Judy Gilmour, President

Elisabeth Flowers, Secretary

ORDINANCE #22-08-001 Amending Ordinance #11-21-003: FY22 COMBINED BUDGET AND APPROPRIATIONS ORDINANCE
 [KCFPD OPERATING FUND (FUND #1900) - AMENDED FY22 BUDGET FOR APPROVAL
 16-Aug-22

FY2022 OPERATING FUND #1900 - FINAL BUDGET (PAGE 1 OF 1)

GL SERIES	Budget Categories	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ACTUAL 2019	ACTUAL 2020	BUDGET 2021	BUDGET AMD 11-21	BUDGET 2022	FY22 AMD 8/16/2022
19011 40300 - 43450	Beginning Fund Balance	249,695	317,672	309,838	344,356	341,881	196,821	171,805	351,514	470,609
	Total Revenue	1,072,905	1,043,443	1,125,586	1,147,684	1,062,126	1,338,916	1,373,272	1,203,394	1,231,011
19011 51090 TO 19001183 - 51390	Total Personnel	506,723	605,573	630,846	638,297	683,620	673,321	692,657	673,925	673,924
190011 61160 TO 19001183 63060	Total Employee Benefits	191,059	201,617	208,442	242,888	225,230	236,434	243,708	268,732	268,732
190011 62030 TO 19001183 63540	Total Contractual	41,844	57,595	56,409	62,981	51,798	53,541	56,610	58,008	60,504
190011 62000 TO 19001184 63100	Total Commodities	114,642	126,405	127,607	132,664	141,338	114,221	113,686	120,800	138,377
190011 62160 TO 19001183 68530	Total Other	61,949	60,096	66,881	73,327	105,201	66,449	86,902	81,930	89,474
	Total Expenditures	916,217	1,051,286	1,090,185	1,150,157	1,207,186	1,143,965	1,193,563	1,203,395	1,231,011
	Surplus / (Deficit)	156,688	(7,843)	35,400	(2,474)	(145,061)	194,951	179,710	(0)	(0)
	Ending Balance	406,383	309,829	345,238	341,883	196,820	391,772	351,515	351,514	470,609

The attached Kendall County Forest Preserve District Operating Fund (Fund #1900) budget spreadsheet provides a breakdown of the anticipated revenues and expenditures for the District's proposed FY22 Operating Fund (Fund #1900) amended appropriations as presented for approval. Revenues and expenditures will be tracked during the fiscal year within the MUNIS accounting software supported by the Kendall County Treasurer's Office. Total FY22 appropriations within each of the stated budget categories above shall not be exceeded without prior approval of an amending ordinance by the Kendall County Forest Preserve District's Board of Commissioners.

Kendall County Forest Preserve District Operating Fund

KCFPD FY22 AMENDED BUDGET FOR COMMISSION APPROVAL 08-16-2022		END-OF-YEAR 11/30/2021	BUDGET 2022	2022 YTD 31-Jul-22	2022 AMD 16-Aug-22
KCFPD Operating Fund #1900					
ACCOUNT & DESCRIPTION					
Beginning Balance (est.)					
	REVENUE	171,805	412,140	412,140	470,609
190011 40350	Transfer In from Forest Preserve Improvement Fund #1906	215,086			
190011 40300	Transfer In from Forest Preserve 2007 Bond Proceeds Fund #1901	46			
190011	Transfer In from Kendall County - American Rescue Plan Act Transfer				
190011 41010	Current Tax	635,646	660,740	356,313	660,740
190011 41350	Interest Income	170	200	180	200
190011 42250	Other Income (Sponsorship Income and Carbon Credits)	9,006	17,262	18,358	18,358
190011 42250	Carbon Credits Sale - Fox River Bluffs				
190011 42250	CARES Act Reimbursement	7,727	-		-
19001162 42250	Ellis Center Grounds (Farm License Rev.)	24,204	24,614	24,998	24,998
19001163 42250	Ellis Center Camps	8,033	8,000	11,760	11,760
19001164 42250	Ellis Center Riding Lessons	70,129	70,000	39,726	70,000
19001165 42250	Ellis Center Birthday Parties	5,621	5,500	5,079	5,500
19001166 42250	Ellis Center Public Programs	3,381	3,000	1,979	3,000
19001167 42250	Sunrise Center North License Agreement	23,360	13,760	9,199	13,760
19001168 42250	Ellis Center Weddings	13,475	14,000	4,050	14,000
19001169 42250	Ellis Center Other Rentals	3,195	3,400	2,525	3,400
19001170 42250	Ellis Center 5K Event	250	250	300	250
19001171 42250	Hoover Revenue (Yorkville Athletic Assoc. License)	2,500	2,500	2,500	2,500
19001171 42250	Hoover Revenue (Residence Lease)	3,000	3,000	2,560	3,000
19001172 42250	Hoover Bunkhouse Rental Rev	9,207	8,500	23,007	22,502
19001173 42250	Hoover Campsite Rental Rev	4,680	4,000	4,180	4,000
19001174 42250	Hoover Meadowhawk Rental Rev	17,647	15,000	17,411	16,016
19001176 42250	Env. Educ. - School Programs	2,496	20,000	3,729	20,000
19001177 42250	Env. Educ. - Camps	34,860	32,000	36,665	35,790
19001178 42250	Env. Educ. - Natural Beginnings	106,996	122,880	127,297	122,880
19001179 42250	Env. Educ. - Other Public Programs	22,567	20,000	9,147	20,000

Kendall County Forest Preserve District Operating Fund

KCFPD FY22 AMENDED BUDGET FOR COMMISSION APPROVAL 08-16-2022		END-OF-YEAR	BUDGET	2022 YTD	2022 AMD
KCFPD Operating Fund #1900		11/30/2021	2022	31-Jul-22	16-Aug-22
	Env. Educ. - Other Revenue				
19001183	42250 Other Income - Grounds & Natural Resources (Bowhunt App. Fees)	23,410	24,000	316	24,000
19001183	42250 Other Income - Grounds & Nat. Res. (Millbrook North Trail Use Lic. Agreement)				
19001164	42860 Donations - Administration (Forest Foundation Contributions)	1,661	5,000	2,847	5,000
19001164	42860 Donations - Ellis Equestrian Center - Lessons				
	Donations - Hoover				
19001175	42860 Donations - Environmental Education	-	500	-	500
19001178	42860 Donations - Env. Educ. Natural Beginnings (FF Sch. Program)	-	2,400	2,016	2,400
	Donations - Env. Educ. Other Programs				
	Donations - Natural Area Volunteers				
19001183	42860 Donations - Grounds & Natural Resources	1,000	1,000	-	1,000
19001183	42900 Picnic & Shelter Rental - Grounds & Natural Resources	4,250	4,000	5,570	5,365
19001184	42900 Rental Revenue - Pickernill-Pigott	5,230	750	-	750
	Preserve Improvements - Grants (K-12 Pollinator)				
19001183	42920 Preserve Improvements - Grants (Pollinator Meadows Pilot)				
190011	42930 Farm License Revenue	96,000	95,379	96,682	96,682
190011	42940 Credit Card Revenue - All Preserves	2,960	2,960	2,226	2,960
19001168	43450 Security Deposit Revenue - Ellis Weddings	8,575	10,000	3,500	10,000
19001169	43450 Security Deposit Revenue - Ellis Other Rentals	1,925	2,500	500	2,500
19001172	43450 Security Deposit Revenue - Hoover Bunkhouse	700	1,300	2,200	2,200
19001174	43450 Security Deposit Revenue - Hoover Meadowhawk	4,279	5,000	3,087	5,000
19001184	43450 Security Deposit Revenue - Pickernill-Pigott				
Total Revenue		1,373,272	1,203,395	819,907	1,231,011

Kendall County Forest Preserve District Operating Fund

KCFPD FY22 AMENDED BUDGET FOR COMMISSION APPROVAL 08-16-2022		END-OF-YEAR	BUDGET	2022 YTD	2022 AMD
KCFPD Operating Fund #1900		11/30/2021	2022	31-Jul-22	16-Aug-22
<u>PERSONNEL</u>					
190011 51090	Board Per Diem	1,500	5,500	0	5,500
190011 51160	Salary - Part Time Administration	13,375	31,425	20,307	31,425
190011 51390	Salary - Full Time Administration	152,290	124,773	83,015	124,773
190011 51470	Stipend - Full Time Administration (Executive Director)	10,668	10,934	6,957	10,934
190011 51470	Stipend - Full Time Administration (HR, Acct. Payable & Reserv. Coord.)	641			
190011 51470	Stipend - Full Time Administration (Asst. County Admin.)	6,031	5,820	3,703	5,820
19001183 51160	Salary - Part Time Grounds & Natural Resources	15,299	16,764	7,736	16,764
19001183 51390	Salary - Full Time Grounds & Natural Resources	89,085	89,963	61,793	89,963
	Salary - Part Time Pickerill Pigott				
Salary Full Time: Env. Education					
19001176 51390	Env. Educ. FT Salary - School Programs Expense	18,079			
19001177 51390	Env. Educ. FT Salary - Camps Expense	11,174	6,000	4,006	6,000
19001178 51390	Env. Educ. FT Salary - Natural Beginnings Expense	29,981	50,000	33,301	50,000
19001179 51390	Env. Educ. FT Salary - Other Public Programs Expense	2,894	2,500	1,645	2,500
19001180 51390	Env. Educ. FT Salary - Laws of Nature	1,344			
Salary Part Time: Env. Education					
19001176 51160	Env. Educ. PT Salary - School Programs Expense	6,000	11,213	3,409	11,213
19001177 51160	Env. Educ. PT Salary - Camps Expense	11,741	20,175	17,751	20,175
19001178 51160	Env. Educ. PT Salary - Natural Beginnings Expense	64,287	45,298	24,699	45,298
19001179 51160	Env. Educ. PT Salary - Other Public Programs Expense	7,822	9,756	8,140	9,756
19001180 51160	Env. Educ. PT Salary - Laws of Nature	615	3,481	1,143	3,481
19001181 51160	Env. Educ. PT Salary - Other Expense	165			
Salary Full Time: Ellis					
19001160 51390	Salary FT - Ellis House	10,071	10,344	6,882	10,344
19001161 51390	Salary FT - Ellis Barn	10,071	10,344	6,882	10,344
19001162 51390	Salary FT - Ellis Grounds	20,142	20,688	13,765	20,688

Kendall County Forest Preserve District Operating Fund

KCFPD FY22 AMENDED BUDGET FOR COMMISSION APPROVAL 08-16-2022		END-OF-YEAR 11/30/2021	BUDGET 2022	2022 YTD 31-Jul-22	2022 AMD 16-Aug-22
KCFPD Operating Fund #1900					
Salary Part Time - Ellis					
19001160	51160	Salary PT - Ellis House (ARPA - S)	1,728	60	
19001161	51160	Salary PT - Ellis Barn (ARPA - S)	1,481	1,023	
19001162	51160	Salary PT - Ellis Grounds (ARPA - S)	1,621	36	
19001163	51160	Salary PT - Ellis Center Camps Expense	3,110	5,295	3,200
19001164	51160	Salary PT - Ellis Center Riding Lessons Expense	45,969	26,493	39,325
19001165	51160	Salary PT - Ellis Center Birthday Parties Expense	6,799	3,646	6,500
19001166	51160	Salary PT - Ellis Center Public Programs Expense	6,716	2,530	2,015
19001167	51160	Salary PT - Ellis Sunrise License Agreement	17,500	13,879	17,500
19001168	51160	Salary PT - Ellis Center Weddings Expense	3,500	708	1,538
19001169	51160	Salary PT - Ellis Center Other Rentals Expense	459	291	1,538
19001171	51160	Salary PT - Hoover Grounds	15,670	8,146	18,376
19001172	51160	Salary PT - Hoover Bunkhouse	7,839	3,945	9,188
19001173	51160	Salary PT - Hoover Campsite	3,920	1,971	4,594
19001174	51160	Salary PT - Hoover Meadowhawk	3,916	1,973	4,594
19001171	51390	Salary FT - Hoover Grounds	44,449	30,289	45,289
19001172	51390	Salary FT - Hoover Bunkhouse	22,353	15,145	22,645
19001173	51390	Salary FT - Hoover Campsite	11,176	7,572	11,322
19001174	51390	Salary FT - Hoover Meadowhawk	11,176	7,572	11,322
Total Personnel			692,657	435,706	673,924
EMPLOYEE BENEFITS					
190011	61160	IMRF Expense - Administration	30,449	7,972	12,055
190011	61170	SS Expense - Administration		8,493	13,231
19001160	63050	IMRF/SS Expense - Ellis House	1,836	1,011	1,604
19001161	63050	IMRF/SS Expense - Ellis Barn	1,860	1,085	1,604
19001162	63050	IMRF/SS Expense - Ellis Grounds	3,541	1,889	3,208
19001163	63050	IMRF/SS Expense - Ellis Center Camps Expense	257	500	316
19001164	63050	IMRF/SS Expense - Ellis Center Riding Lessons Expense	5,900	2,242	3,878
19001165	63050	IMRF/SS Expense - Ellis Center Birthday Parties Expense	835	399	641

Kendall County Forest Preserve District Operating Fund

KCFPD FY22 AMENDED BUDGET FOR COMMISSION APPROVAL 08-16-2022		END-OF-YEAR 11/30/2021	BUDGET 2022	2022 YTD 31-Jul-22	2022 AMD 16-Aug-22
KCFPD Operating Fund #1900					
19001166 63050	IMRF/SS Expense - Ellis Center Public Programs Expense	700	199	252	199
19001167 63050	IMRF/SS Expense - Sunrise Center North	2,260	1,726	1,215	1,726
19001168 63050	IMRF/SS Expense - Ellis Center Weddings Expense	400	157	54	157
19001169 63050	IMRF/SS Expense - Ellis Center Other Rentals Expense	200	157	22	157
19001171 63050	IMRF/SS Expense - Hoover Grounds	9,728	9,139	5,008	9,139
19001172 63050	IMRF/SS Expense - Hoover Bunkhouse	4,864	4,570	2,492	4,570
19001173 63050	IMRF/SS Expense - Hoover Campsite	2,432	2,285	1,246	2,285
19001174 63050	IMRF/SS Expense - Hoover Meadowhawk	2,432	2,285	1,246	2,285
19001175 63050	IMRF/SS Fund Expense - Env. Education				
19001176 63050	IMRF/SS Fund Expense - Env. Education School Programs	3,896	3,987	221	3,987
19001177 63050	IMRF/SS Fund Expense - Env. Education Camps	3,152	1,615	1,716	1,615
19001178 63050	IMRF/SS Fund Expense - Env. Education Natural Beginnings	12,222	12,079	6,797	12,079
19001179 63050	IMRF/SS Fund Expense - Env. Education Other Public Programs	1,172	1,816	823	1,816
19001180 63050	IMRF/SS Fund Expense - Env. Education Laws of Nature	277	563	83	563
10001181 63050	IMRF/SS Fund Expense - Env. Educ. PT Salary - Other Expense	13			
19001183 63050	IMRF/SS Expense - Grounds & Nat. Resources	15,883	14,435	9,529	14,435
	IMRF/SS Expense - Pickerill Pigott				
190011 61230	Medical Insurance - Administration	31,550	53,383	15,408	56,146
	Medical Insurance - Hoover				
19001171 63060	Medical Insurance - Hoover Grounds	10,804	12,525	8,212	11,928
19001172 63060	Medical Insurance - Hoover Bunkhouse	5,628	6,263	4,106	5,964
19001173 63060	Medical Insurance - Hoover Campsite	2,814	3,132	2,053	2,982
19001174 63060	Medical Insurance - Hoover Meadowhawk	2,814	3,132	2,053	2,982
19001175 63060	Medical Insurance - Environmental Education				
19001178 63060	Medical Insurance - Env. Education Natural Beginnings				
19001168 63060	Medical Insurance - Ellis Weddings				
19001183 63060	Medical Insurance - Grounds & Nat. Resources	29,395	36,909	24,197	35,343

Kendall County Forest Preserve District Operating Fund

KCFPD FY22 AMENDED BUDGET FOR COMMISSION APPROVAL 08-16-2022		END-OF-YEAR 11/30/2021	BUDGET 2022	2022 YTD 31-Jul-22	2022 AMD 16-Aug-22
KCFPD Operating Fund #1900					
190011 68000	Annual Insurance Premiums (ICRMT)	56,394	61,840	61,840	61,840
190011	Transfer to FP Liability Insurance Fund Insurance Deductible				
	Total Employee Benefits	243,708	268,732	172,163	268,732
	<u>CONTRACTUAL</u>				
190011 62150	Contractual Services (RecPro Software)	1,650	1,815	1,815	1,815
190011 62150	Contractual Services (Kendall County Email Accounts)	1,000	1,000	1,000	1,000
190011 62150	Contractual Services (City Forest Credits)	1,500	3,023	3,654	6,877
190011 62150	Contractual Services (EquineGenie Software)	698	-		-
190011 62150	Contractual Services (kendallforest.com website)	720	720	472	720
190011 62030	Dues/Memberships				
190011 62040	Conferences	910	1,300	1,066	1,599
190011 62090	Legal Publications	1,750	1,200	1,051	1,576
190011	Environmental Education Presenters				
19001163 63020	Veterinarian & Farrier - Ellis Camps				
19001164 63020	Veterinarian & Farrier - Ellis Riding Lessons	9,000	9,000	3,094	9,000
19001165 63020	Veterinarian & Farrier - Ellis Birthday Parties				
19001166 63020	Veterinarian & Farrier - Ellis Public Programs	500			
19001166 63020	Veterinarian & Farrier - Sunrise Center		500	-	500
19001168 63070	Refuse Pickup - Ellis	1,700	1,700	560	1,000
19001183 63070	Refuse Pickup - Grounds & Natural Resources	10,000	8,500	6,145	8,500
1901183	Event Tent Lease - Ellis				
19001183 63540	Telephone - Grounds & Natural Resources	9,000	10,000	4,906	8,000
190011 65490	Audit	8,000	8,250	8,240	8,250

Kendall County Forest Preserve District Operating Fund

KCFPD FY22 AMENDED BUDGET FOR COMMISSION APPROVAL 08-16-2022		END-OF-YEAR	BUDGET	2022 YTD	2022 AMD
KCFPD Operating Fund #1900		11/30/2021	2022	31-Jul-22	16-Aug-22
190011 68340	Farm Lease Contract Expenses (Hay Crop Inputs)	500	500	-	500
190011 68560	Credit Card Fee	9,682	10,500	8,212	11,167
	Total Contractual	56,610	58,008	40,214	60,504
	COMMODITIES				
190011 62000	Office Supplies & Postage - Administration	7,000	7,000	2,708	7,000
190011 62000	CARES Act Purchases	1,906	-	-	-
19001160 62000	Office Supplies & Postage - Ellis House	750	750	185	750
19001183 62180	Fuel: Gas & Oil Grounds	10,000	13,100	11,201	13,863
19001183 62400	Uniforms - Grounds	500	1,000	1,496	2,244
	Environmental Education				
19001176 63030	Env. Educ. - School Programs Expense		700	86	700
19001177 63030	Env. Educ. - Camps Expense	800	1,500	893	1,500
19001178 63030	Env. Educ. - Natural Beginnings Expense	2,000	2,000	891	2,000
19001179 63030	Env. Educ. - Other Public Programs Expense	250	750	130	750
19001180 63030	Env. Educ. - Laws of Nature Expense	200	500	380	570
19001183 63090	Gas - Grounds & Natural Resources	4,999	5,000	3,868	5,559
19001184 63100	Electric - Pickenill Pigott	5,200	7,450	5,503	8,255
19001182 63130	Natural Area Volunteer Supplies				
	Natural Area Management Supplies				
190011 63510	Electric - Administration	3,000	2,750	1,646	2,750
190011 68500	Project Fund Expense (Forest Foundation Purchases)	1,661	5,000	4,391	5,000

Kendall County Forest Preserve District Operating Fund

KCFPD FY22 AMENDED BUDGET FOR COMMISSION APPROVAL 08-16-2022		END-OF-YEAR	BUDGET	2022 YTD	2022 AMD
KCFPD Operating Fund #1900		11/30/2021	2022	31-Jul-22	16-Aug-22
190011 68430	Promotion/Publicity	1,750	1,000	530	1,000
190011 68440	Newsletter	400	450	342	450
Utilities - Ellis					
19001160 62270	Utilities - Ellis House	8,000	7,400	4,695	7,400
19001161 62270	Utilities - Ellis Barn	6,120	7,400	3,879	7,400
Utilities & Maintenance - Hoover					
19001171 62270	Hoover - Other Utilities	4,600	4,600	1,850	4,600
19001171 63090	Hoover - Gas	6,000	6,200	7,006	9,813
19001171 63100	Hoover - Electric	14,100	14,300	11,012	16,518
19001171 63110	Hoover - Shop Supplies	3,000	3,000	2,168	3,252
19001171 63120	Hoover - Building Maintenance	8,050	6,000	4,626	6,940
19001171 66500	Hoover - Other Expenses	1,000	1,000	892	1,338
19001171 68580	Hoover - Grounds Maintenance	4,100	4,000	3,585	5,198
Promotion/Publicity - Ellis					
19001163 68430	Promotion/Publicity - Ellis Camps				
19001164 68430	Promotion/Publicity - Ellis Riding Lessons				
19001165 68430	Promotion/Publicity - Ellis Birthday Parties				
	Promotion/Publicity - Ellis Weddings				
19001169 68430	Promotion/Publicity - Ellis Other Rentals				
19001170 68430	Promotion/Publicity - Ellis 5k				
19001166 68570	Volunteer Expense - Ellis Public Programs	150	150	-	150
Animal Care & Supplies - Ellis					
19001163 63000	Animal Care & Supplies - Ellis Camps				
19001164 63000	Animal Care & Supplies - Ellis Riding Lessons	9,200	9,200	9,627	14,350
19001165 63000	Animal Care & Supplies - Ellis Birthday Parties				
19001166 63000	Animal Care & Supplies - Ellis Public Programs				
19001167 63000	Animal Care & Supplies - Sunrise Center North	1,200	1,200	2,536	3,804
Horses Acquisition & Tack - Ellis					

Kendall County Forest Preserve District Operating Fund

KCFPD FY22 AMENDED BUDGET FOR COMMISSION APPROVAL 08-16-2022		END-OF-YEAR 11/30/2021	BUDGET 2022	2022 YTD 31-Jul-22	2022 AMD 16-Aug-22
KCFPD Operating Fund #1900					
19001163 63010	Horses Acquisition & Tack - Ellis Camps				
19001164 63010	Horses Acquisition & Tack - Ellis Riding Lessons	1,500	2,500	-	-
19001165 63010	Horses Acquisition & Tack - Ellis Birthday Parties				
	Horses Acquisition & Tack - Ellis Public Programs				
	Uniforms - Ellis				
19001163 62400	Uniforms - Ellis Camps				
19001164 62400	Uniforms - Ellis Riding Lessons				
19001165 62400	Uniforms - Ellis Birthday Parties				
19001168 62400	Uniforms - Ellis Weddings				
	Program Supplies - Ellis				
19001163 63030	Program Supplies - Ellis Camps	450	450	249	450
19001165 63030	Program Supplies - Ellis Birthday Parties	300	300	294	441
19001170 63030	Program Supplies - Ellis 5K				
19001184 63030	Supplies: Shop - Pickerrill Pigott				
19001183 63110	Supplies: Shop - Grounds	5,500	4,150	2,881	4,332
	Total Commodities	113,686	120,800	89,549	138,377

Kendall County Forest Preserve District Operating Fund

KCFPD FY22 AMENDED BUDGET FOR COMMISSION APPROVAL 08-16-2022		END-OF-YEAR 11/30/2021	BUDGET 2022	2022 YTD 31-Jul-22	2022 AMD 16-Aug-22
KCFPD Operating Fund #1900					
<u>OTHER</u>					
190011 62160	Equipment - Administration	228			
19001183 62160	Equipment - Grounds & Natural Resources	32,000	20,000	25,793	36,290
19001183 68530	Preserve Improvements - Administration	750			
19001183 68540	Preserve Improvements - Grounds & Natural Resources	892	900	2,697	2,697
Contributions (Drainage District Tax Assessments)					
Grounds & Maintenance Equipment - Ellis					
19001160 68580	Grounds & Maint. - Ellis House	4,850	3,800	2,434	3,800
19001161 68580	Grounds & Maint. - Ellis Barn	3,350	2,700	1,084	2,700
19001162 68580	Grounds & Maint. - Ellis Grounds	5,440	4,700	3,901	5,800
Security Deposit Refunds					
Security Deposit Refunds					
19001163 63040	Security Deposit Refunds - Ellis Camps	-	500	210	500
19001164 63040	Security Deposit Refunds - Ellis Riding Lessons	500	1,000	-	1,000
19001166 63040	Security Deposit Refunds - Ellis Public Programs				
19001168 63040	Security Deposit Refunds - Ellis Weddings	10,675	9,000	-	9,000
19001169 63040	Security Deposit Refunds - Ellis Other Rentals	1,000	300	200	300
19001171 63040	Security Deposit Refunds - Hoover	11,082	11,082	5,991	9,000
19001176 63040	Security Deposit Refunds - Env. Education School Programs				
19001177 63040	Security Deposit Refunds - Env. Education Camps	955	2,200	555	2,200
19001178 63040	Security Deposit Refunds - Env. Education Natural Beginnings	1,500	3,500	225	3,500
19001179 63040	Security Deposit Refunds - Env. Education Public Programs	2,130	1,000	150	1,000
19001183 63040	Security Deposit Refunds - Grounds	50	100	120	180
190011 69790	Contingency	11,500	21,147	-	11,507
Credit Card Fee Expense - Ellis Camps					
Credit Card Fee Expense - Public Programs					
Total Other		86,902	81,929	43,360	89,474

Kendall County Forest Preserve District Operating Fund

KCFPD FY22 AMENDED BUDGET FOR COMMISSION APPROVAL 08-16-2022		END-OF-YEAR 11/30/2021	BUDGET 2022	2022 YTD 31-Jul-22	2022 AMD 16-Aug-22
KCFPD Operating Fund #1900					
Total Expenditures		1,193,563	1,203,393	780,993	1,231,011
Operating Surplus / (Deficit)		179,709	2	38,914	(0)
Ending Balance		351,514	412,141	451,054	470,609
Beginning Balance		171,805	412,140	412,140	470,609
Total Revenue		1,373,272	1,203,395	819,907	1,231,011
Total Personnel		692,657	673,924	435,706	673,924
Total Employee Benefits		243,708	268,732	172,163	268,732
Total Contractual		56,610	58,008	40,214	60,504
Total Commodities		113,686	120,800	89,549	138,377
Total Other		86,902	81,929	43,360	89,474
Total Expenditure		1,193,563	1,203,393	780,993	1,231,011
Surplus / (Deficit)		179,709	2	38,914	(0)
Ending Balance		351,514	412,143	451,054	470,609

FOREST PRESERVE CAPITAL PROJECTS - SERIES 2007 BOND PROCEEDS

Fund 1901

ACCOUNT & DESCRIPTION	ACTUAL 2018	ACTUAL 2019	BUDGET 2020	BUDGET 2021	Est. Year End 11/30/2021	BUDGET 2022
Beginning Balance	1,536,962	1,386,715	837,823	606,288	606,288	0
REVENUE						
190111 40330 Transfer In from Land Cash Fund #956			127,983			
190111 40340 Transfer In from FRB Cropland Conversion #1909			103,900			
190111 40350 Transfer In from Project Improvement Fund #951			375,227			
190111 41350 Interest Income	2,661	1,500	1,500	20	20	0
190111 42250 Land Acquisition Grant - ICECF		36,000	8,520			
190111 43420 Preserve Improvements - ICECF		30,000	525,000			
190111 43430 Project Fund Deposit - IDNR PARC Grant		23,177	25,000			
190111 43430 Project Fund Deposit - The Morton Arb. - USFS		32,000	23,177			
190111 43440 Trail Improvement Escrow Account						
Donations						
Project Fund Deposit	671,031					
Project Fund Deposit - RTP		177,100				
Land Acquisition Grant - OSLAD		316,500				
KC Hwy Mitigation		157,500				
Hoover Easements		42,000				
Total Revenue	673,692	815,777	1,190,307	20	20	0
EXPENDITURE						
190111 61360 Transfer Out to OSLAD P&P #1905			316,500	158,250	158,250	0
190111 61370 Transfer Out to FRB RTP Project Fund #1908			44,375			
190111 61370 Transfer Out to Pickertill-Pigott IDNR-PARC Grant (Fund TBA)						
190111 61400 Transfer Out to Capital Projects Fund #1907				393,698	393,698	0
190111 61410 Transfer Out to FRB Cropland Conversion #1909		70,000	60,000	54,313	54,313	0
190111 61340 Transfer Out to Operating Fund #1900				47	47	0
190111 62160 Equipment Replacement Contingency						
190111 67410 Land Acquisition			130,008			
190111 68500 Project Fund Expenses		420,865	1,493,747			
190111 68530 Project Fund Expense	831,919	124,470	5,000			
190111 65890 Building Improvements/Demolition		1,900	3,500			
190111 68640 Fiscal Agent Fee						
19011160 68590 Building Improvements/Demolition - Ellis		60,000	60,000			
19011171 68530 Preserve Improvements/Master Planning - Hoover		31,500	49,000			
19011182 68500 Natural Areas Management		73,000	66,000			
Salaries		2,500				
Equipment Replacement - Hoover		11,950				
Preserve Improvements/Master Planning		1,380,052				
Building Improvements/Demolition - Hoover		19,000				
Total Expenditure	831,919	2,195,237	2,228,130	606,308	606,308	0
Revenues Over/(Under) Expenditures	(158,227)	(1,379,460)	(837,823)	(606,288)	(606,288)	0
Ending Balance	1,378,736	7,255	(200,000)	0	0	0

FOREST PRESERVE DEBT SERVICE - SERIES 2003/2012
FUND 1902

ACCOUNT & DESCRIPTION	ACTUAL 2019	ACTUAL 2020	BUDGET AMD 11-21	BUDGET 2022	FY22 AMD 8/16/2022	% CHANGE IN BUDGET
Beginning Balance	906,054	909,838	924,379	938,545	937,583	1.5%
REVENUE						
190211 41010 Current Tax	412,058	420,438	430,500	442,900	442,900	
190211 41350 Interest Income	3,633	1,230	1,300	250	250	
Total Revenue	415,691	421,668	431,800	443,150	443,150	2.6%
EXPENDITURE						
Other Expenditure	14,181					
190211 68640 Fiscal Agent Fee			900	1,057	1,057	
190211 68650 Debt Service - Interest 2012	52,725	42,075	30,825	18,975	18,975	
109211 68700 Debt Service - Principal 2012	345,000	365,000	385,000	405,000	405,000	
Total Expenditure	411,906	407,075	416,725	425,032	425,032	2.0%
Revenue over/(under) Expenditure	3,784	14,593	15,075	18,118	18,118	
Ending Balance	909,838	924,432	939,454	956,663	955,701	1.8%

FOREST PRESERVE DEBT SERVICE - SERIES 2007/2015/2016/2017
Fund 1903

ACCOUNT & DESCRIPTION	ACTUAL 2019	ACTUAL 2020	BUDGET 2021	BUDGET 2022	FY22 AMD 8/16/2022	% CHANGE IN BUDGET
Beginning Balance	4,212,023	4,055,534	4,222,406	4,640,312	4,635,395	9.9%
REVENUE						
190311 41010 Current Tax	3,840,346	4,251,096	4,605,188	4,937,318	4,937,318	
190311 41350 Interest Income	4,437	1,487	1,200	650	650	
Total Revenue	3,844,782	4,252,583	4,606,388	4,937,968	4,937,968	7.2%
EXPENDITURE						
190311 66500 Other Expenditure	31,981	475	475	475	475	
190311 68640 Fiscal Agent Fee		950	950	1,107	1,107	
190311 68710 Debt Service - Interest 2015	356,953	356,053	355,018	354,040	354,040	
190311 68720 Debt Service - Principal 2015	45,000	45,000	45,000	40,000	40,000	
190311 68730 Debt Service - Interest 2016	302,087	298,188	294,188	290,088	290,088	
190311 68740 Debt Service - Principal 2016	95,000	100,000	100,000	105,000	105,000	
190311 68750 Debt Service - Interest 2017	880,250	759,875	627,625	477,125	477,125	
190311 68760 Debt Service - Principal 2017	2,290,000	2,525,000	2,765,000	3,255,000	3,255,000	
Total Expenditure	4,001,271	4,085,540	4,188,256	4,522,835	4,522,835	8.0%
Revenue over/(under) Expenditure	(156,489)	167,043	418,132	415,133	415,133	-0.7%
Ending Balance	4,055,534	4,222,577	4,640,537	5,055,445	5,050,528	8.9%

KCFP Endowment Fund Fund 1904

ACCOUNT & DESCRIPTION	ACTUAL 2018	ACTUAL 2019	BUDGET 2020	BUDGET 2021	BUDGET 2022	FY22 AMD 8/16/2022	% CHANGE IN BUDGET	NOTES
Beginning Balance	845,209	860,060	879,882	889,882	883,210	883,179	-0.7%	
REVENUE								
190411 41350 Interest Income	14,851	19,822	10,000	6,715	6,715	6,715		
Total Revenue	14,851	19,822	10,000	6,715	6,715	6,715	0.0%	
EXPENDITURE								
190411 62150 Contractual Services				40,000	27,625	27,603		Master Planning/Design
Total Expenditure	0	0	0	40,000	27,625	27,603		
Revenue over/(under) Expenditure	14,851	19,822	10,000	(33,285)	(20,910)	(20,888)		
Ending Balance	860,060	879,882	889,882	856,597	862,300	862,291	0.7%	

FP OSLAD Grant Fund Fund 1905

ACCOUNT & DESCRIPTION	ACTUAL 2019	BUDGET 2020	BUDGET 2021	Current YTD 10/31/2021	BUDGET 21 11/21 AMD	Est. Year End 11/30/2021	BUDGET 2022	% CHANGE IN BUDGET
Beginning Balance		138,391	(133,172)	(133,172)	(133,172)	(133,172)		0
REVENUE								
190511 Interest Income								
190511 40300 Transfer from Bond Proceeds #1901	158,250	316,500	158,250	158,250	158,250	158,250		0
190511 42970 Grant Award		158,250	158,250		158,250	158,250		0
Total Revenue	158,250	474,750	316,500	158,250	316,500	316,500		0
EXPENDITURE								
190511 61420 Transfer to FP Capital Fund #1907			158,250		158,250	158,250		0
190511 66500 Other Expenditures	19,859	611,151						
190711 68530 Preserve Improvements/Master Plan								
190511 70040 Supplies			5,238	984	984	984		0
190511 70050 Contractual Services			19,840	24,093	24,093	24,093		0
190511 70060 Consultant - A&E Services								
190511 70330 Construction								
Total Expenditure	19,859	611,151	183,328	25,078	183,327	183,328		0
Revenue over/(under) Expenditure	138,391	(136,401)	133,172	133,172	133,173	133,172		0
Ending Balance	138,391	1,990	(0)	0	0	0		0

FP Project Improvement (Project Reserve) Fund Fund 1906

ACCOUNT & DESCRIPTION	ACTUAL 2019	BUDGET 2020	BUDGET 2021	Current YTD 10/31/2021	Est. Year End 11/30/2021	BUDGET 2022	% CHANGE IN BUDGET
Beginning Balance		376,244	379,145	379,145	379,145	0	
REVENUE							
190611 40300 Transfer from Bond Proceeds #1901	329,065	202,494					
190611 41350 Interest Income	1,016		72	57	57	0	
190611 42490 Other Revenues							
190611 40280 Transfer from FP Debt Service 2012	14,181						
190611 40290 Transfer from FP Debt Service 2015/16	31,981						
Total Revenue	376,244	202,494	72	57	57	0	
EXPENDITURE							
190611 61300 Transfer to Bond Proceeds #1901		375,228					
190611 61400 Transfer to Capital Projects Fund #1907			164,116	164,116	164,116	0	
190611 61340 Transfer to FP Operating Fund #1900			215,086	215,086	215,086	0	
Total Expenditure	0	375,228	379,202	379,202	379,202	0	
Revenue over/(under) Expenditure	376,244	(172,734)	(379,130)	(379,145)	(379,145)	0	
Ending Balance	376,244	203,510	15	0	(0)	0	

**Forest Preserve Capital Fund
Fund 1907**

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 AMD 08-16-2022	% CHANGE IN BUDGET	BUDGET NOTES
Beginning Balance	0	288,916	286,713	-0.8%	
REVENUE					
190711 40300 Transfer In from 2007 Bond Proceeds Fund #1901 (950)	393,698	0	0		
190711 40330 Transfer In from Land Cash Fund #1910 (956)	0				
190711 40340 Transfer In from FRB Cropland Conversion #1909 (954)	30,000	0	0		
190711 40350 Transfer In from Project Improvement Fund #1906 (951)	164,116	0	0		
190711 40370 Transfer In from OSLAD Fund #1905	158,250	0	0		
190711 40400 Transfer In from 2021 Bond Proceeds Fund #1912		100,784		-100.0%	Balance of 2021 Bond Series Proceeds
190711 41350 Interest Income	200		568		
190711 42490 IPMG Insurance Reimbursements	19,450	5,000	10,837	116.7%	IPMG-ICRMT Pickerill Estate Roof Replacement Disbursement
190711 43430 Grant Award - Morton Arboretum Landscape	25,000	50,000	50,000		The Morton Arboretum - LSR 50% Grant Reimbursement
190711 43740 Grant Award - ICECF Reservation Woods	0	10,000	10,000		Restoration Grant - Reservation Woods
190711 43770 Grant Award - ICECF K-12 Pollinator	11,000	11,000	11,000		
190711 43780 Grant Award - ICECF Pilot Pollinator Meadows	10,000	10,000	10,000		
Total Revenue	811,714	186,784	91,837	-50.8%	
EXPENDITURE					
190711 61430 Transfer to Land Cash Fund - Reservation Woods	52,700	0	0	-73.3%	Per 5-Year Plan Schedule
190711 62160 Equipment Replacement Contingency	33,762	200,000	53,317	36.2%	Expense Contingency
190711 66500 Project Fund Expense	33,762	33,762	46,000	0.0%	Balance of Pickerill Roof Replacement Project
190711 68500 Project Fund Expense - Pickerill Estate House Roof	95,000	82,121	32,121		Maramech Gate Replacement - O'Malley's Approved Contract
190711 68500 Maramech Forest Preserve Gate Replacement	12,000	275	275		
190711 68510 Project Fund Expense - ICECF K-12 Pollinator	20,000	5,550	5,550		
190711 68520 Project Fund Expense - ICECF Pollinator Meadows	25,000	37,714	37,714		
190711 68610 Project Fund Expense - Morton Arboretum Landscape					The Morton Arb. Landscape Scale Restoration Project Award \$50,000 (Grant Period Ends 11/30/22)
190711 61420 Transfer Out to Fund 1908			143,023		
Total Expenditure	602,814	381,422	378,550	-0.8%	
Revenue Over/(Under) Expenditure	208,900	(194,638)	(286,713)	47.3%	
Ending Balance	208,900	94,278	(0)	-100.0%	

FP Fox River Bluffs Public Access RTP Grant Fund Fund 1908

ACCOUNT & DESCRIPTION	ACTUAL 2019	BUDGET 2020	BUDGET 2021	BUDGET 2022	FY22 AMD 8/16/2022	% CHANGE IN BUDGET
Beginning Balance		0	0	30,300	30,300	
REVENUE						
190811 42970 Grant Award		177,100		30,300	100,941	
190811 43800 Transfer In from Series 2021 Bond Proceeds Fund #1912			30,300	0	143,023	
190811 40300 Transfer In from Capital Fund #1907		44,375			52,700	
190811 40300 Transfer In from Land Cash Fund #1910						
Total Revenue	0	221,475	30,300	30,300	296,664	
EXPENDITURE						
190811 66500 Other Expenditures		221,475		30,300	30,300	
190811 70650 Professional Services (Architect & Engineer)					296,664	
190811 70330 Construction						
Total Expenditure	0	221,475	30,300	30,300	326,964	
Revenue over/(under) Expenditure	0	0	0	0	0	
Ending Balance	0	0	0	30,300	0	

FP Fox River Bluffs Public Cropland Conversion Fund Fund 1909

ACCOUNT & DESCRIPTION	ACTUAL 2019	BUDGET 2020	BUDGET 2021	Current YTD 10/31/2021	Est. Year End 11/30/2021	BUDGET 2022	% CHANGE IN BUDGET
Beginning Balance		0	(39,313)	(39,313)	(39,313)		0
REVENUE							
190911 40120 Transfer In from KC Highway		150,000	0		0		0
190911 40300 Transfer In from Bond Proceeds Fund #1901			54,313	54,313	54,313		0
190911 42970 Grant Award		30,000	30,000		30,000		0
Total Revenue	0	180,000	84,313	54,313	84,313		0
EXPENDITURE							
190911 61300 Transfer to FP Capital Fund #1907		103,900	30,001		30,000		0
190911 66500 Other Expenditures		76,100	15,000	15,000	15,000		0
190911 68530 Preserve Improvements/Master Plan					0		0
Total Expenditure	0	180,000	45,001	15,000	45,000		0
Revenue over/(under) Expenditure	0	0	39,312	39,313	39,313		0
Ending Balance	0	0	0	0	0	0	0

FP Land Cash Fund 1910

Notes

ACCOUNT & DESCRIPTION	ACTUAL 2019	BUDGET 2020	BUDGET 2021	Current YTD 10/31/2021	Est. Year End 11/30/2021	BUDGET 2022	FY22 AMD 8/16/2022
Beginning Balance	127,983	127,983			0	205,214	205,214
REVENUE							
191011 42910 Transfer In From Land Cash			157,514	157,514	157,514	0	0
191011 Interest Income							
191011 42970 Grant Awards			136,640	0	0	124,271	124,271
191011 42490 Donations				3,000	3,000		
191011 40380 Transfer in From Forest Preserve Capital Fund (1907)		40,000	52,700		52,700	0	0
Total Revenue	0	40,000	346,854	160,514	213,214	124,271	124,271
EXPENDITURE							
191011 67410 Land Acquisition			210,214	8,000	8,000	329,485	276,785
191011 61300 Transfer Out to Fox River Bluffs RTP Fund 1908							52,700
Total Expenditure	0	127,983	210,214	8,000	8,000	329,485	329,485
Revenue over/(under) Expenditure	0	(87,983)	136,640	152,514	205,214	(205,214)	(205,214)
Ending Balance	127,983	40,000	136,640	152,514	205,214	0	0

ICECF Grant Reimbursement

(\$135,166 Res. Woods Total Cost)

KCFP Liability Insurance Fund Fund 1911

ACCOUNT & DESCRIPTION	ACTUAL 2019	BUDGET 2020	BUDGET 2021	Current YTD 10/31/2021	Est. Year End 11/30/2021	BUDGET 2022	FY22 AMD 8/16/2022	% CHANGE IN BUDGET
Beginning Balance		50,000	50,000	50,000	50,000	45,000	46,300	
REVENUE	50,000				4,620			
191111 40320 Transfer from FP Operation Fund								
191111 42120 Insurance Claim Reimbursements								
Total Revenue	50,000	0	0	0	4,620	0	0	
EXPENDITURE		25,000	25,000	8,320	9,620	25,000	25,000	
191111 68990 Claims/Deductibles								
Total Expenditure	0	25,000	25,000	8,320	9,620	25,000	25,000	
Revenue over/(under) Expenditure	50,000	(25,000)	(25,000)	(8,320)	(5,000)	(25,000)	(25,000)	
Ending Balance	50,000	25,000	25,000	41,680	45,000	20,000	21,300	

FOREST PRESERVE SERIES 2021 BOND PROCEEDS
Fund 1912

ACCOUNT & DESCRIPTION	BUDGET 2021	CURRENT YTD 10/31/2021	EST. YR. END 11/30/2021	BUDGET 2022	FY22 AMD 8/16/2022	% CHANGE IN BUDGET	BUDGET NOTES
Beginning Balance	0	0	0	100,784	100,919		
REVENUE							
191211 43790 Series 2021 Bond Proceeds	1,200,000	1,242,979	1,242,979	0	0		
191211 41350 Interest	0	80	0	0	22		
Total Revenue	1,200,000	1,243,059	1,242,979	0	22		
EXPENDITURE							
191211 61370 Transfer Out to FRB RTP Project Fund #1908	30,300	0	30,300	100,784	100,941		Balance of Series 2021 Bond Proceeds
191211 61420 Transfer Out to FP Capital Exp. Fund #1907	1,111,895	0	1,111,895				
191211 61440 Transfer Out to Pickett-IDNR-PARC Project Fund #1913	1,142,195	0	1,142,195	100,784	100,941		
Total Expenditure	1,142,195	0	1,142,195	100,784	100,941		
Ending Balance	57,805	1,243,059	100,784	0	0		

**FP Pickerill-Pigott IDNR-PARC Project Fund
Fund 1913**

ACCOUNT & DESCRIPTION	BUDGET 2021	CURRENT YTD 10/31/2021	EST. YR. END 11/30/2021	BUDGET 2022	FY22 AMD 08/16/2022	% CHANGE IN BUDGET	Notes
Beginning Balance				1,063,405	1,062,110	-0.1%	
REVENUE							
191311 41350 Interest Income				200	200	0.0%	
191311 42970 IDNR PARC Grant Award				828,200		-100.0%	
191311 43800 Transfer from Bond Proceeds #1912	1,111,895	0	1,111,895				
Total Revenue	1,111,895	0	1,111,895	828,400	200	-100.0%	
EXPENDITURE							
191311 61420 Transfer to FP Capital Fund #1907							
191311 66500 Other Expenditures							
191311 68530 Preserve Improvements/Master Plan							
191311 70040 Supplies							
191311 70050 Contractual Services		17,027					
191311 70060 Consultants	400,000	0					
191311 70330 Construction	75,800	11,351	48,490	1,036,265	1,034,970	-0.1%	PARC Project Improvements
191311 70650 Professional Services - A&E Services				27,340	27,340	0.0%	Contracted Architectural Services
Total Expenditure	475,800	28,378	48,490	1,063,605	1,062,310	-0.1%	
Revenue over/(under) Expenditure	636,095	(28,378)	1,063,405	(235,205)	(1,062,110)	351.6%	
Ending Balance	636,095	(28,378)	1,063,405	828,200	0	-100.0%	\$828,200 PARC Grant Reimbursed to District in FY23

FP American Rescue Plan Act Fund Fund 1914

ACCOUNT & DESCRIPTION	BUDGET 2021	YTD 10/31/2021	BUDGET AMD 11-21	Est. Yr. End 11/30/2021	BUDGET 2022	FY22 AMD 8/16/2022	Notes
Beginning Balance						7,594	
REVENUE							
191411 Interest Income	30,000	0	30,000	30,000	100,000	100,000	
191411 40390 Transfer of American Rescue Plan Act Funds from Kendall County	30,000		30,000	30,000	100,000	100,000	
Total Revenue							
EXPENDITURE							
191411 51160 Salaries - Part Time Grounds Maintenance	8,000	0	3,700	3,700	17,280	17,280	
191411 51390 Salaries - Full Time Grounds Maintenance	716	0	331	331	32,600	32,600	
191411 61160 Transfer to KC IMRF Fund	612	0	283	283	2,272	2,272	
191411 63050 Transfer to KC SSI Fund	5,000	0	2,710	2,710	2,494	2,494	
191411 63060 ER Contr Health/Dental					11,500	11,500	
191411 66500 Other Expenditures							
191411 68530 Preserve Improvements/Master Plan					36,830	41,448	
191411 70040 Supplies	15,672	0					
191411 70050 Contractual Services			20,000	20,000			
191411 70060 Professional Services - A&E Services							
191411 70330 Construction							
Total Expenditure	30,000		27,024	27,024	102,976	107,594	
Revenue over/(under) Expenditure	0		2,976	2,976			
Ending Balance	0		2,976	2,976	(0)	(0)	

**FOREST PRESERVE DEBT SERVICE - SERIES 2021
Fund 1915**

ACCOUNT & DESCRIPTION	BUDGET 2022
Beginning Balance	
REVENUE	
191511 41010 Current Tax	82,226
191511 41350 Interest Income	100
Total Revenue	82,326
EXPENDITURE	
191511 66500 Other Expenditure	475
191511 68640 Fiscal Agent Fee	1,107
191511 68790 Debt Service - Interest 2021	34,354
191511 68800 Debt Service - Principal 2021	
Total Expenditure	35,935
Revenue over/(under) Expenditure	46,391
Ending Balance	46,391



August 11, 2022

Project # 939

David Guritz, Executive Director
Kendall County Forest Preserve
110 West Madison Street
Yorkville, IL 60560

RE: Bid Summary Letter, Fox River Bluffs Project

Dear David,

On August 9, 2022, three bid proposals were opened for Fox River Bluffs Project. This project is partially funded with an Illinois Department of Natural Resources grant. A chart of bid prices is attached and the total are below. There were no math errors. **The low bidder, E. Hoffman Inc. submitted a base bid of \$241,591.50 and an alternate of \$5,200.00 for a total of \$246,791.50.**

Fox River Bluffs Project

Bidder	Base Bid	Alternate 1	Total
E. Hoffman Inc.	\$241,591.50	\$5,200.00	\$246,791.50
Hacienda Landscaping	\$304,040.00	\$6,500.00	\$310,540.00
Bluff City Materials	\$450,841.50	\$5,200.00	\$456,041.50

E. Hoffman Inc. has been the general contractor in projects involving trails, asphalt and concrete for Elmhurst Park District, Geneva Park District and Winfield Park District where they completed these projects successfully and to the owners' satisfaction.

Sincerely,

A handwritten signature in cursive script that reads "Michelle A. Kelly".

Michelle A. Kelly PLA, CPSI
Principal Landscape Architect

cc: Antoinette White

Fox River Bluffs

Kendall County Forest Preserve
 Bid Opening: August 9, 2022 @ 1:00pm

Upland Design Ltd
 www.uplandDesign.com
 Project # 939

BID TABULATION

NUMBER	ITEM	QTY	UNIT	1			2			3		
				E. Hoffman			Hacienda Landscaping			Bluff City Materials		
1	Site Preparation, Removals & Earthwork, Complete	1	LS	\$ 62,500.00	\$ 62,500.00	\$ 95,000.00	\$ 95,000.00	\$ 129,376.00	\$ 129,376.00	\$ 129,376.00	\$ 129,376.00	
2	Restoration: Topsoil and Fine Grade (Seed by Owner)	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 28,000.00	\$ 28,000.00	\$ 45,725.00	\$ 45,725.00	\$ 45,725.00	\$ 45,725.00	
3	Undercut, Removals and Placement of PGE at Parking Lot and Trail (to be used only with approval of Owner's Representative)	120	CY	\$ 90.00	\$ 10,800.00	\$ 90.00	\$ 10,800.00	\$ 70.00	\$ 8,400.00	\$ 70.00	\$ 8,400.00	
4	Silt Fence	365	LF	\$ 4.00	\$ 1,460.00	\$ 4.00	\$ 1,460.00	\$ 3.50	\$ 1,277.50	\$ 3.50	\$ 1,277.50	
5	Roller Erosion Control	1	LS	\$ 800.00	\$ 800.00	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	
6	Asphalt Paving - Parking	74	SY	\$ 60.00	\$ 4,440.00	\$ 95.00	\$ 7,030.00	\$ 66.00	\$ 4,884.00	\$ 66.00	\$ 4,884.00	
7	Asphalt to Stone Transition	18	SY	\$ 60.00	\$ 1,080.00	\$ 95.00	\$ 1,710.00	\$ 72.00	\$ 1,296.00	\$ 72.00	\$ 1,296.00	
8	Gravel Driveway & Parking	1173	SY	\$ 25.50	\$ 29,911.50	\$ 30.00	\$ 35,190.00	\$ 41.00	\$ 48,093.00	\$ 41.00	\$ 48,093.00	
9	Crushed Limestone Trail	5050	SY	\$ 18.00	\$ 90,900.00	\$ 20.00	\$ 101,000.00	\$ 30.00	\$ 151,500.00	\$ 30.00	\$ 151,500.00	
10	Non-woven geotextile fabric at Parking Lot and Trail (to be used only with approval of Owner's Representative)	500	SY	\$ 5.00	\$ 2,500.00	\$ 13.00	\$ 6,500.00	\$ 5.50	\$ 2,750.00	\$ 5.50	\$ 2,750.00	
11	12" SDR26	60	LF	\$ 60.00	\$ 3,600.00	\$ 60.00	\$ 3,600.00	\$ 110.00	\$ 6,600.00	\$ 110.00	\$ 6,600.00	
12	18" SDR26	60	LF	\$ 80.00	\$ 4,800.00	\$ 50.00	\$ 3,000.00	\$ 190.00	\$ 11,400.00	\$ 190.00	\$ 11,400.00	
13	Metal Flared End Section	8	EA	\$ 800.00	\$ 6,400.00	\$ 500.00	\$ 4,000.00	\$ 480.00	\$ 3,840.00	\$ 480.00	\$ 3,840.00	
14	Stone Culvert Outlet Protection	1	LS	\$ 5,400.00	\$ 5,400.00	\$ 2,800.00	\$ 2,800.00	\$ 31,500.00	\$ 31,500.00	\$ 31,500.00	\$ 31,500.00	
15	ADA Parking Sign and Post	1	EA	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
16	Asphalt Painted Striping	1	LS	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	
				Base Bid Total	\$ 241,591.50	\$ 304,040.00	\$ 304,040.00	\$ 450,841.50	\$ 450,841.50	\$ 450,841.50	\$ 450,841.50	

ALTERNATE #1: Wheelstops

Item #	Description	Quantity	Unit	1			2			3		
				E. Hoffman			Hacienda Landscaping			Bluff City Materials		
Add A-1-1	Wheelstop	26	EA	\$ 200.00	\$ 5,200.00	\$ 250.00	\$ 6,500.00	\$ 200.00	\$ 5,200.00	\$ 200.00	\$ 5,200.00	
				Alternate 1 Total	\$ 5,200.00	\$ 6,500.00	\$ 6,500.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	
				Base Bid +Alt 1	\$ 246,791.50	\$ 310,540.00	\$ 310,540.00	\$ 456,041.50	\$ 456,041.50	\$ 456,041.50	\$ 456,041.50	

AGREEMENT
Kendall County Forest Preserve District
Fox River Bluffs

THIS AGREEMENT is made this 16TH day of August, 2022, by and between E. Hoffman 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:

- I. Incorporation: This Agreement includes and incorporates by reference herein all terms and conditions set forth in the following documents:
- 1) The Contract Documents dated July 25, 2022, as amended
 - 2) Bid Proposal and Contract Compliance submitted by the Contractor and opened August 9, 2022 at 1:00PM
 - 3) Contractor bonds and proof of insurance as stipulated in the Contract Documents; and
 - 4) All other official attachments, or addenda that are attached

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

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

Contractor shall include Alternate Items as follows:

Alternate #1-Wheelstops

- III. The Owner shall pay the Contractor for performance of this Agreement, subject to the additions and deductions as provided in the Contract Documents, the amount of \$two hundred forty-six thousand seven hundred ninety-one and fifty cents (\$246,791.50). The

Contractor shall complete the above listed projects by November 30, 2022 or be subject to the liquidated damages terms described in the Specifications.

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

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

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

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

- XIV. Waiver of Lien. Contractor hereby waives any claim of lien against the Owner's premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and subcontractors. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to the Owner a final waiver of lien for all subcontractors and suppliers.
- XV. Remedies. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Owner is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Owner is required to use the services of an attorney, then Owner shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Owner pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- XVI. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Owner, Attention David Guritz, 110 W. Madison St. Yorkville, IL 60560 with copy sent to: Upland Design Ltd. And, in the case of Contractor, to: Ed Hoffman E. Hoffman Inc. 21W448 North Avenue Lombard, IL 60148.
- XVII. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- XVIII. Authority to Execute Agreement. Owner and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- XIX. Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois.

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

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

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

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

Kendall County Forest Preserve
(OWNER)
110 W. Madison St.
Yorkville, IL 60560

E. Hoffman Inc.
(Contractor)
21W448 North Avenue
Lombard, IL 60148

(Signature)

(Signature)

(Title)

(Title)

ATTESTED BY:

ATTESTED BY:

(Signature)

(Signature)

(Title)

(Title)

Contract

BID PROPOSAL
AND SPECIFICATIONS

FOR
Fox River Bluffs

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



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

Prepared By:



UPLAND DESIGN Ltd.

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

Project #939

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

LEGAL NOTICE NOTICE TO BIDDERS

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

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

Bid documents will be available online beginning July 25th, 2022, at 11:00 am at <https://www.kendallcountylil.gov/departments/administration-services/rfp-rfq-call-for-bids>, at the Forest Preserve offices, and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) 553-4025.

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

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

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

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

SECTION 00 0110
TABLE OF CONTENTS

ITEM

Legal Notice

Section 00 1000 – General Conditions

Section 00 2113 – Instructions to Bidders

Section 01 1300 – Submittals

Section 01 1500 – Temporary Facilities

Section 01 2100 – Site Preparation

Section 01 2140 – Soil, Construction & Demolition Debris Removal

Section 01 5713 – Erosion Control

Section 01 7300 – Execution Requirements

Section 01 7700 – Project Closeout

Section 31 2000 – Earthwork

Section 32 1216 – Asphalt Paving

Section 32 1540 – Crushed Stone Surfacing

Section 32 1723 – Painted Pavement Markings

PROPOSAL – Separate Sheets

Bid Proposal Form

Contractor References

Substance Abuse Prevention on Public Works Projects Act

Contractor Compliance Attachment

DRAWINGS – Separate Sheets

Drawing set title: Fox River Bluffs

ADDENDUM#1

ADDENDUM#2

END OF SECTION

SECTION 00 1000
GENERAL CONDITIONS

1.0 TERMS

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

2.0 LAWS AND PERMITS:

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

3.0 INTENT OF CONTRACT DOCUMENTS:

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

4.0 PLAN & SPECIFICATION DIMENSIONS:

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

5.0 ERRORS AND DISCREPANCIES

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

6.0 SUBSTITUTIONS

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

7.0 CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS

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

construction.

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

8.0 SUBCONTRACTORS AND SUPPLIERS

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

9.0 OWNER'S RIGHT TO DO WORK:

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

10.0 RIGHT TO SUSPEND WORK:

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

11.0 ALTERATIONS, EXTENSIONS AND DEDUCTIONS:

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

County Forest Preserve District.

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

12.0 INDEPENDENT CONTRACTOR RELATIONSHIP:

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

13.0 USE OF SITE

- 13.1 Contractor shall confine equipment, material storage and workmen operations to limits indicated by law, ordinances, plans, permits or directions of the Owner and as per plans. Contractor shall not unreasonably encumber the site with materials or cause inconvenience to the Owner, public or other contractors. Contractor's responsibilities for usage of the site shall include:
- A. Utilities: Contractor shall obtain permits, provide and make payment for such utilities as water, electricity, heat/air, telephone and waste disposal when

necessary in performing the work.

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

14.0 WORK SITE SAFETY:

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

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

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

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

15.0 LABOR, EQUIPMENT AND METHODS:

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

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

16.0 INSPECTION AND TESTING:

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

17.0 SUBMITTALS:

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

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

18.0 REMOVAL OF DEFECTIVE WORK

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

19.0 COMPLETION DATE:

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

20.0 CLEANING UP:

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

21.0 PAYMENT:

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

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

22.0 INDEMNIFICATION:

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

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

23.0 NON-DISCRIMINATION PROVISIONS:

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

24.0 OWNERSHIP OF PLANS, SPECIFICATIONS:

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

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

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

1. PLANS AND SPECIFICATIONS

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

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

2. PROPOSAL FORM

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

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

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

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

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

3. ACCEPTANCE OR REJECTION OF BID

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

4. BIDDER EXPERIENCE

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

5. EXAMINATION OF SITE AND DRAWINGS

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

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

6. BID SURETY

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

7. PERFORMANCE BOND

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

8. ASSIGNMENT AND SUBCONTRACTORS

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

9. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

3. All Coverage's

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

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

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

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

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

10. NON-DISCRIMINATION PROVISIONS

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

11. PREVAILING WAGE

A. PREVAILING WAGE ACT

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

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

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

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

B. CERTIFIED PAYROLL

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

12. EMPLOYMENT OF ILLINOIS WORKERS:

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

13. DRUG FREE WORKPLACE ACT

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

14. PAYMENT

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

15. LIQUIDATED DAMAGES

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

16. GUARANTEE

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

END OF SECTION

SECTION 01 1300
SUBMITTALS

1.0 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

2.0 CONTRACTOR PAYOUTS AND LIEN WAIVERS

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

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

3.0 SURVEY DATA

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

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

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

4.0 SHOP DRAWINGS, PRODUCT DATA, SAMPLES (SUBMITTALS)

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

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

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

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

5.0 SUBMITTAL PROCEDURES BY CONTRACTOR

5.1 Shop Drawings

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

5.2 Product Data

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

5.3 Samples

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

6.0 DISTRIBUTION

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

7.0 SHOP DRAWINGS FILE TO OWNER

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

END OF SECTION

SECTION 01 1500
TEMPORARY FACILITIES

1.0 GENERAL

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

2.0 TEMPORARY WATER

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

3.0 TEMPORARY SANITARY FACILITIES

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

4.0 CONSTRUCTION AIDS

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

5.0 WATER AND SNOW CONTROL

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

6.0 TEMPORARY FIELD OFFICES

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

7.0 TEMPORARY LIGHT AND POWER

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

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

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

8.0 SHORING AND BRACING

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

END OF SECTION

SECTION 01 2100
SITE PREPARATION AND PROTECTION OF EXISTING FACILITIES

1.0 GENERAL

1.1 Description

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

2.0 PRODUCTS (not applicable)

3.0 EXECUTION

3.1 Safety of Operations

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

3.2 Protection and restoration of Items to Remain.

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

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

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

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

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

3.4 Plant Damage Compensation

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

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

3.5 Removal Responsibility

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

END OF SECTION

SECTION 01 7300
EXECUTION REQUIREMENTS

1.0 GENERAL

1.1 Summary

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

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

2.0 PRODUCTS (Not Used)

3.0 EXECUTION

3.1 Examination

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

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

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

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

3.2 Preparation

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

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

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

3.3 Construction Layout

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

3.4 Field Engineering

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

3.5 Installation

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

3.6 Progress Cleaning

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

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

3.7 Protection of Installed Construction

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

3.8 Correction of the Work

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

3.9 Substantial Completion

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

END OF SECTION

SECTION 01 7700
PROJECT CLOSEOUT

1.0 CLEANING UP

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

2.0 AS-BUILT DRAWINGS/SPECIFICATIONS

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

3.0 PUNCH LIST

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

4.0 MAINTENANCE AND OPERATION INSTRUCTION

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

5.0 GUARANTEES

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

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

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

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

END OF SECTION

SECTION 31 2000
EARTHWORK

1.0 GENERAL

1.1 Description

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

1.2 Submittals

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

2.0 PRODUCTS

2.1 Fill Materials

A. Fill and backfill materials shall be clean, porous, granular materials free of clay, rock or gravel larger than two inches (2") in any dimension, debris, frozen material, vegetation or other deleterious matter. Contractor shall be permitted to use material excavated as part of this project as backfill material provided that excavated material meets all other requirements herein and is free of trash and other debris. Sod shall not be used for fill.

B. Fill material must be approved by the Owner's Representative before being placed. When suitable materials are not available from the excavation they shall be provided by the Contractor from off-site sources.

2.2 Topsoil

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

2.3 Base Material

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

3.0 EXECUTION

3.1 Layout

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

3.2 Stripping Topsoil

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

3.3 Unsatisfactory Materials

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

3.4 Excavation for Structures

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

3.5 Dewatering

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

3.6 Placing Fill

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

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

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

3.7 Compaction

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

3.8 Grade Tolerance

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

END OF SECTION

SECTION 32 1216
ASPHALT PAVING

1.0 GENERAL

1.1 Description

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

1.2 Code and Regulations

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

1.3 Submittals

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

2.0 MATERIALS

2.1 Crushed Aggregate Base

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

2.2 Prime Coat

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

2.3 Asphalt Binder Course

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

2.4 Asphalt Surface Course

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

3.0 EXECUTION

3.1 Field Conditions

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

3.2 Methods

- A. Construction methods shall follow specifications described herein.

3.3 Protection of Vegetation

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

3.4 Restoration

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

END OF SECTION

SECTION 32 1540
CRUSHED STONE SURFACING

1.0 GENERAL

1.1 Description

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

1.2 Incorporated Specifications

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

Specific attention is drawn to the following sections:

Section 1003 Fine Aggregates

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

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

1.3 Submittals

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

2.0 MATERIALS

2.1 Fine Aggregate

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

2.2 Edging

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

3.0 EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

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

END OF SECTION

SECTION 32 1723
PAINTED PAVEMENT MARKINGS

1.0 GENERAL

1.1 Description

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

1.2 References

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

1.3 Submittals

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

2.0 MATERIALS

2.1 Paint

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

3.0 EXECUTION

3.1 Paint Pavement Markings

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

1. Do not apply paint pavement markings until the layout and placement has been approved by the Owner/Owner's Rep.

2. The paint shall be applied with mechanical equipment to produce uniform straight line edges.

3. Rate of application shall be as per manufacturer's recommended rate, but in no case shall the rate of application be less than that specified in Article 780.06 of the "Standard Specification for Road and Bridge Construction", latest edition, as adopted by the State of Illinois Department of Transportation (IDOT), except as herein modified.

END OF SECTION 32 1723

Bid Proposal for:
Fox River Bluffs

Contractor: E. Hoffman, Inc.

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

Project # 939

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

Description of abbreviations:

SF = Square Feet

CF = Cubic Feet LF= Lineal Feet

SY = Square Yard

CY = Cubic Yard LS = Lump Sum

FF = Finished Face

BASE BID

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Removals & Earthwork, Complete	1	LS	\$ 62,500	\$ 62,500.00
2	Restoration: Topsoil and Fine Grade (Seed by Owner)	1	LS	\$ 16,000	\$ 16,000.00
3	Undercut, Removals and Placement of PGE at Parking Lot and Trail (to be used only with approval of Owner's Representative)	120	CY	\$ 90	\$ 10,800.00
4	Silt Fence	365	LF	\$ 4	\$ 1,460.00
5	Rolled Erosion Control	1	LS	\$ 800	\$ 800.00
6	Asphalt Paving - Parking	74	SY	\$ 60	\$ 4,440.00
7	Asphalt to Stone Transition	18	SY	\$ 60	\$ 1,080.00
8	Gravel Driveway & Parking	1173	SY	\$ 25.50	\$ 29,911.50
9	Crushed Limestone Trail	5050	SY	\$ 18	\$ 90,900.00
10	Non-woven geotextile fabric at Parking Lot and Trail (to be used only with approval of Owner's Representative)	500	SY	\$ 5	\$ 2,500.00
11	12" SDR26	60	LF	\$ 60	\$ 3,600.00

Bid Proposal for:
Fox River Bluffs

Contractor: E. Hoffman, Inc.

12	18" SDR26	60	LF	\$ 80	\$ 4,800.00
13	Metal Flared End Section	8	EA	\$ 800	\$ 6,400.00
14	Stone Culvert Outlet Protection	1	LS	\$ 5400	\$ 5,400.00
15	ADA Parking Sign and Post	1	EA	\$ 400	\$ 400.00
16	Asphalt Painted Striping	1	LS	\$ 600	\$ 600.00

Base Bid Total \$ 241,591.50

Base Bid in Writing:

Two Hundred Forty One Thousand Five Hundred Ninety One + 50/100

ALTERNATE #1: Wheelstops

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A1-1	Wheelstop	26	EA	\$ 200	\$ 5,200.00

Alternate Bid Total \$ 5,200.00

Alternate Bid in Writing:

Five Thousand Two Hundred Dollars

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

CONTRACTOR: E. Hoffman, Inc.

CONTACT: Ed Hoffman SIGNATURE: 

PHONE: 630-495-3526 FAX: 630-495-3527

ADDRESS: 21 W448 North Avenue
Lombard, IL 60148

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

Auto-Owners Insurance

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) Centennial Park - Elmhurst Park District
Angela Ferrentino - 375 W. First St. Elmhurst
630-993-8915

Project Description and Contract
Amount Concrete Flatwork & Playground Equip. - \$545,782.00

2) Maple Park - Palatine Park District
Jim Holder - 847-991-0333
250 E. Wood St. Palatine

Project Description and Contract
Amount Concrete Flatwork - Asphalt - \$576,182.00

3) Pottawatomie Park - St. Charles Park District
Laura Rudow - 630-584-1885

Project Description and Contract
Amount Playground Renovations - \$503,948.00

4) 2021 ADA Park Improvements - Patriots & Ernest Pk.
Sandwich Park District
Bill Novicki - 815-786-8044 ext. 226

Project Description and Contract
Amount Pathway - \$116,676.00

5) Langum Park - River Corridor Foundation of St. Charles
Fox River Trail
John Rabchuk - 630-926-7548

Project Description and Contract
Amount \$52,700.00

Kendall County Forest Preserve District

CONTRACTOR REFERENCES

© Upland Design Ltd. 2022

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

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

N/A

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT
CONTRACTOR COMPLIANCE AGREEMENT

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

(820 ILCS 265/15)

Sec. 15. Substance abuse prevention programs required.

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

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

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

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

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

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

Kendall County Forest Preserve District

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

Page 1 of 2

© Upland Design Ltd. 2022

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

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

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

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



Contractor Signature



Date



Contractor Name

CONTRACTOR COMPLIANCE ATTACHMENT

The following shall be included with proposal form.

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

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

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

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

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

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



Contractor Signature

8/3/22

Date

E. Hoffman, Inc.

Contractor Name



ADDENDUM NUMBER 1

Fox River Bluffs Kendall County Forest Preserve District #939

DATE: August 2, 2022

TO: ALL KNOWN BID DOCUMENT RECIPIENTS

VIA EMAIL – One cover page as described below

The following changes for the above referenced bid shall be made part of the bidding documents and a copy of this addendum cover page shall be submitted and attached to the Bid Proposal Form and/or acknowledged in the bid submission.

1. Clarification: Sheet 1.0 Site Overview

- a. Construction Access: A access road will be placed by others between western Fox Road and the site to allow access when the new Eldamain Road is not open. Once Eldamain Road is open connecting to Fox Road, the contractor can use that access and the gravel access road will be removed by others. Access before Eldamain Road is open will be only from the west side of the site along Fox Road and the gravel access road.
- b. Construction fence is not required except to create an entrance gate.

2. Clarification: Sheet 2.0 SWPP

- a. Topsoil stockpile area is to be established within inner loop of proposed trail at location agreed upon with owner.

3. Clarification: SPEC SECTION 32 1540, 2.2 A Edging Material

- a. There is no edging material at Crushed Limestone Trail

4. Clarification: Sheet 3.0 Construction Details, Detail 6 Gravel Section Driveway & Parking and Detail 7 Crushed Limestone Trail

- a. Geo-Textile Fabric to be Tensar Biaxial BX Geogrid

End of Addendum.



ADDENDUM NUMBER 2

Fox River Bluffs Kendall County Forest Preserve District #939

DATE: August 8, 2022

TO: ALL KNOWN BID DOCUMENT RECIPIENTS

VIA EMAIL – One cover page as described below and

The following changes for the above referenced bid shall be made part of the bidding documents and a copy of this addendum cover page shall be submitted and attached to the Bid Proposal Form and/or acknowledged in the bid submission.

1. Clarification: Specification Sections Added to Match Table of Contents

- a. Section 01 2140 – Soil, Construction & Demolition Debris Removal
 - i. The intent of project is to balance the soil on the project site. Excess soil (if any) may be spread on site if owner approved location.
- b. Section 01 5713 – Erosion Control

End of Addendum.

SECTION 01 2140
SOIL, CONSTRUCTION & DEMOLITION DEBRIS REMOVAL

1.0 GENERAL

1.1 Introduction

- A. Related Documents: All terms and conditions of the Contract apply to this Section.
- B. Work included: This specification is for the excavation, stockpiling, loading, hauling, removal, and disposal of any soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, topsoil, CU structural soil/stone, and/or construction and demolition debris. The contractor shall perform the work under this Section in accordance with all applicable local, county, state, and federal regulations. The work shall include the following:

1.2 Removal and disposal

- A. Excavation of soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, topsoil, CU structural soil/stone, and/or construction and demolition debris materials to the depth required to complete the proposed site preparation/construction work activities as specified in the Architect/Engineer drawings and specifications.
- B. Perform analytical testing by an IEPA-accredited laboratory for waste stream authorizations as necessary to secure authorization to dispose of the material at an appropriately permitted disposal facility.
- C. Collect samples only from the excess materials that require offsite disposal. Under no circumstances shall the contractor sample any material that is to remain onsite without authorization directly from the Owner.
- D. Obtain authorization from a permitted disposal facility – either a Clean Construction & Demolition Debris facility or a Subtitle D landfill.
- E. Load and transport all materials to the approved permitted disposal facility.
- F. Prepare daily reports, transport manifests, weight tickets and receipts (as applicable) prior to starting any soil removal activities.
- G. Provide copies of all daily reports, transport/waste manifests, weight tickets, and disposal receipts (as applicable) to the Owner's Representative on a daily basis documenting proper disposal of soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, topsoil, CU structural soil/stone, and general construction and demolition debris materials.

1.3 Definitions

- A. Agency means Illinois Environmental Protection Agency (IEPA).
- B. Board Authorized Representative means the person or entity designated as the official representative of the owner in connection with a project.
- C. Clean Construction & Demolition Debris means uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, reclaimed or other asphalt pavement, or soil generated from construction or demolition activities. CCDD may include uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, or reclaimed or other asphalt pavement that has been painted ("painted CCDD") if the painted CCDD is used as fill material at

- a CCDD fill operation in accordance with Section 1100. 212 of the Illinois Environmental Protection Act. Clean construction or demolition debris does not include uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads provided the uncontaminated soil is not commingled with any clean construction or demolition debris or other waste. Uncontaminated soil may include incidental amounts of stone, clay, rock, sand, gravel, roots, and other vegetation.
- D. CU structural soil/stone means a uniformly blended mixture of crushed stone, clay, loam and/or hydrogel.
 - E. Fill means any earthen or non-earthen materials including but not limited to any sediment, granular or cohesive non-native earthen materials, cinders, ash, wood, and brick, concrete, and asphalt fragments, glass, and building debris encountered above naturally occurring undisturbed soils or bedrock in built-up areas.
 - F. General construction and demolition (C&D) debris means non-hazardous, uncontaminated materials resulting from construction, remodeling, repair, and demolition of utilities, structures, and roads as defined in Public Act 92-0574, The Environmental Protection Act, 415 ILCS 5 Section 3.160 and regulated under Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling. C&D debris may include soil, wall coverings, reclaimed asphalt pavement, rock, plaster, glass, non-hazardous painted wood, drywall, plastics, non-hazardous coated wood, non-asbestos insulation, bricks, wood products, roofing shingles, concrete, and general roof coverings.
 - G. Permitted Subtitle D landfill means any solid waste landfill facility in any state licensed and/or permitted to accept non-hazardous waste.
 - H. IEPA means Illinois Environmental Protection Agency.
 - I. IDOT means Illinois Department of Transportation.
 - J. Manifest means the form provided or prescribed by IEPA and used for identifying name, quality, routing, and destination of special waste during its transportation from point of generation to the point of disposal, treatment, or storage.
 - K. Hazardous waste means a waste, or combination of wastes, which has been identified by characteristics or listing as hazardous pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976, P.L. 94-580, 40 CFR part 261, Illinois Environmental protection Act 415 ILCS 5/3.220, and Section 809.103 of Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board. A waste is classified as hazardous if it exhibits any of the following characteristics: 1) ignitability, 2) corrosivity, 3) reactivity, or 4) toxicity, and as defined in Illinois Administrative Code Title 35, Section 721.103 (35 IAC 721.103).
 - L. MSDS means Material Safety Data Sheet, required by OSHA for any substances that are toxic, caustic, or otherwise potentially hazardous to workers.
 - M. Non-Special Waste mean a non-hazardous industrial-process or pollution-control waste that is not a liquid (as determined by paint-filter test SW-846 Method 9095); not regulated asbestos-containing material as defined in 40 Code of Federal Regulations, Section 61.141; does not contain polychlorinated biphenyls (PCBs) regulated in accordance with 40 Code of Federal Regulations, Part 761; is not formerly hazardous waste rendered non-

hazardous; and does not result from shredding recyclable metals (e.g. auto fluff).

- N. OSHA means Occupational Safety and Health Administration.
- O. Soil means any granular or cohesive materials designated for removal as specified in the Architect/Engineer drawings and specifications and includes soils that are determined to be non-special and special waste.
- P. Special waste means any wastes as defined in Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling; Part 808: Special Waste Classifications; Subpart A: General Provisions; Section 808.110,
AND
Any wastes as defined in Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling; Part 809: Non Hazardous Special Waste Classifications; Subpart A: General Provisions; Section 809.103.
- Q. SROs mean soil remediation objectives for various exposure routes identified in 35 Illinois Administrative Code 742: Tiered Approach to Corrective Action Objectives (TACO).
- R. Storm water means water deposited at the site in the form of rain, snow or other natural weather event.
- S. TACO means TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES per 35 Illinois Administrative Code 742.
- T. Topsoil means soils or black dirt used to promote vegetative growth.
- U. USEPA means United States Environmental Protection Agency.

1.4 Submittals

- A. Copies of the following submittals shall be prepared and submitted to the Owner and Owner's Authorized Representative at contractor's own cost:
 - 1. Soil, fill, backfill, CU structural soil/stone, construction and demolition debris removal
 - a. Letter of authorization from the facility where soils (including non-special waste soils and non-hazardous special waste soils), fill, general or clean construction and demolition debris are to be deposited prior to removal from the site.

1.5 Notifications

- A. The contractor shall notify the Owner or Owner's Authorized Representative no less than forty-eight (48) business hours prior to loading and transporting any materials from the site.

1.6 Recordkeeping

- A. The contractor shall provide documentation of labor, equipment, materials and disposal laboratory analysis used for soil removal, when requested by the Owner's Authorized Representative.

2.0 PRODUCTS

2.1 Removal

- A. The contractor shall furnish all necessary means, products, tools, and equipment required to remove soil (including non-special waste soils and non-hazardous special waste soils), fill, backfill, CU structural soil/stone and/or construction and demolition debris from the site as directed by the Owner's Authorized Representative.

3.0 EXECUTION

3.1 Authorizations

- A. Unless otherwise noted on the plans, contractor shall assume removal to subtitle D Landfill for material removal. Contractor is responsible for all documentation for material being removed from the site.
- B. Obtain authorization from the permitted disposal facility owner where soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, CU structural soil/stone and/or construction and demolition debris are to be transported, stored, or disposed. The authorization must be signed by a facility representative and shall state that the facility has received a copy of one or more laboratory analyses of representative sample(s) collected from the site by the contractor and has agreed to accept the material. The authorization shall further state that the facility agrees to accept the material for permanent placement on their site and that the material will not be removed from their site unless required by a local, state or federal authority. The authorization shall further state that the facility complies with all local zoning codes, state, federal and local laws, rules, and regulations.
- C. Obtain prior authorization from Authorized Representative to backfill excavations and utility lines, and apply topsoil. All backfill, CU structural soil/stone, and topsoil shall comply with site specific project specifications.
- D. Haulers for transportation of soils, backfill and topsoil shall hold, and present upon request, a current valid Commercial Driver's License (CDL). Non-hazardous special wastes and hazardous wastes must be hauled by an IDOT-approved, licensed, and permitted transporter and must be visible during transportation.

3.2 Material Sampling

- A. Soil, fill, backfill, CU structural soil, construction and demolition debris
 1. The contractor shall collect sufficient amount of representative sample(s) from each type of material being removed from the site for analytical testing to obtain authorization for the ultimate disposition of the materials. The contractor is responsible for acquisition of any required permits and payment of all fees.
 2. The contractor shall collect samples only from the excess materials that require offsite disposal. Under no circumstances shall the

contractor sample any material that is to remain onsite without authorization directly from the Owner.

3. The contractor shall be responsible for obtaining liquid samples as needed for characterization for liquid disposal offsite or disposition onsite as applicable. The contractor is responsible to the acquisition of any required disposal permits and the payment of any fees associated with liquid disposal.
4. The contractor shall submit the soil and liquid samples (as applicable) to the laboratory and pay for the cost of analyzing the constituents required for the ultimate disposition of soils and liquids.
5. The contractor may collect samples for laboratory analysis or field Photo-ionization Detector (PID) screening, or liquid samples for laboratory analysis.
6. The contractor shall immediately notify the Owner or Owner's representative if any materials, (solid or liquid) requiring special handling (i.e., stained soil, soil with odors, or liquids) are encountered.
7. All excavated soils, liquids, and other material shall be removed from the site in accordance with applicable federal, state, and local regulations.

3.3 Excavation

- A. The contractor shall perform excavation of soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, CU structural soil/stone and/or construction and demolition debris as directed by the Owner's Representative.
- B. All excavation shall be performed in accordance with OSHA requirements and guidelines. The contractor shall be responsible for its worker's health and safety.

3.4 Hauling

- A. The contractor shall remove soils, dusts, rocks, etc. from the exterior of trucks, trailers, or other heavy equipment leaving the site before they leave the site.
- B. The contractor shall clean the tractor-trailers or trucks that are loaded with materials for off site placement/salvage by removing clinging soils, or rocks from the exterior of the equipment.
- C. The contractor shall not create dust and shall maintain adequate dust suppression equipment on site if conditions warrant.
- D. The contractor shall maintain streets clean and free of mud and dirt.
- E. The contractor shall conduct soil (including non-special waste soils and non-hazardous special waste soils), fill, backfill, CU structural soil/stone and/or construction and demolition debris removal in a manner that ensures minimum interference with roads; streets, walks and other adjacent occupied and used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the applicable governing agency and Board

Authorized Representative. Provide alternate routes around closed or obstructed traffic ways if required by the governing agency.

3.5 Transportation

- A. The contractor shall remove soils, dusts, rocks, etc. from the exterior of trucks, trailers, or other heavy equipment leaving the site before they leave the site. The contractor shall provide complete copies of all daily reports, weight tickets and receipts (as applicable) for transportation and ultimate off site placement of materials removed from the property to the Board Authorized Representative, review and signature as required.

3.6 Dust Control

- A. The contractor shall control dust by all necessary means, including but not limited to covering trucks, stockpiles and open materials, watering haul roads, sweeping paved roads, and limiting the speed of all on-site vehicles.

3.7 Liquid (Water) Management

- A. The contractor shall subscribe to a weather notification system and manage the work so as not to accumulate storm water on the site during excavation.
- B. The contractor shall ensure that contamination of water, perched water and previously uncontaminated water or perched water does not occur by preventing the contact of such liquid with materials that exceed Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B, Table A values for 35 ILL. ADM CODE 740 APPENDIX A Target Compound List (TCL) parameters. Earthen berms, plastic (polyethylene) sheeting, pumping, and other such means may be used as needed to prevent contaminated water.
- C. If the contractor, through negligence, allows storm water to contact materials that exceed Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B, Table A values for 35 ILL. ADM CODE 740 APPENDIX A Target Compound List (TCL) parameters, the water must be disposed of as water that exceeds Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B, Table A values for 35 ILL. ADM CODE 740 APPENDIX A Target Compound List (TCL) parameters. The contractor will be responsible for the additional costs incurred for any disposal analysis and disposal costs.

3.8 Quality Control

- A. Visual inspections and damage repairs shall be made daily by the contractor and/or as directed by the Owner's Authorized Representative to assure that erosion, drainage and containment control measures are functioning properly.

- B. The contractor shall take all necessary precautions to protect structures, equipment, pavement, walks and utilities against movement or settlement during the course of work.
- C. Damages: Promptly replace or repair any damage caused to adjacent pavement, utilities or facilities by removal operations at no additional cost. Work shall be performed to the satisfaction of the Board Authorized Representative.
- D. Utility services: Maintain existing utilities and protect against damage during removal operations.

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 polypropolyne 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



Bond Number BD156959

BID BOND

KNOW ALL BY THESE PRESENTS, that we, E. Hoffman, Inc.
(hereinafter called the Principal), as Principal, and AUTO-OWNERS INSURANCE COMPANY
(hereinafter called the Surety), as Surety, are held and firmly bound unto Kendall County Forest Preserve
(hereinafter called the Obligee), in the penal sum of 10 Percent of bid Dollars (10 % of
Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a
proposal to the Obligee on a contract for Stone Trail and Grading at Fox River Bluffs

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as
may be specified, enter in the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee
for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and
effect.

Signed and sealed the 4 day of August, 2022

Deise Lemari
Witness

E. Hoffman, Inc.
Principal

Edwin Hoffman
Edwin Hoffman, President Title

Auto-Owners Insurance Company

Amanda Niemiec
Amanda Niemiec Witness

Pat Kelly
Patricia Kelly Attorney-in-Fact



DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD156959

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint PATRICIA A KELLY

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

Andrea Lindemeyer Senior Vice President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th, 2025

Sandra M. Jones

Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 4th day of August, 2022



William F. Woodbury, First Vice President, Secretary and General Counsel

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

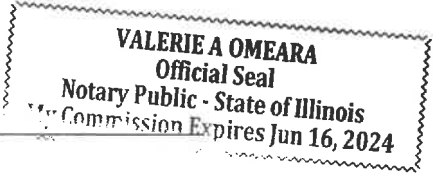
JURAT CERTIFICATE

**State of Illinois
County of Cook**

On this 4 day of August, 2022 before me appeared Patricia Kelly to me personally known, who being by me duly sworn, did say that she is the aforesaid officer or attorney in fact of the Auto-Owners Insurance Company a corporation; that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation

Valerie A. Omeara
(notarial signature and seal of notary)

My Commission Expires 6-16-2024





110 W. Madison Street
Yorkville, Illinois 62458
Phone: 615-554-4025

Fox River Bluffs

12345 Fox Rd
Yorkville, Illinois 62458

PROJECT TEAM
uplandDesign ltd
Landscape Architecture & Park Planning
Chicago, Illinois 315-550-0088
Phone: 615-554-4025
www.uplanddesign.com

SURVEYOR
J.H. Land Surveying Inc.
910 Geneva St
Shorewood, Illinois 62404
Phone: 815-729-4000

REVISIONS	ISSUE FOR BID	DATE

ORIGINAL ISSUE DATE
25 JUL 2022
Issued for Bid

PROJECT NUMBER
939

Site Overview

SHEET NUMBER
1.0

© Copyright 2022, Upland Design, LLC

GENERAL NOTES: DIMENSION

1. Planting and shall be formed completely and shall smoothly transition into landscape plan.
2. Dimensions are to face of curb or face of parapet unless otherwise specified.
3. Dimensions are in feet or degrees. Dimensions are approximate, it possible unless otherwise specified.
4. Contractor shall perform all construction for the project. Contractor will be provided with an electronic file in AutoCAD format to assist with layout, neither the Owner nor their representative shall be responsible for using additional layout points.

GENERAL NOTES: GRADING

1. Finished surfaces to be smooth and even with no abrupt or awkward changes to grade.
2. Paving to meet adjacent grades both and smooth.
3. Contractor shall remove all areas designated as a result of construction.
4. All construction shall be completed and established before the start of construction. Any construction shall be completed and established before the start of construction.
5. All Accessible Route paving shall not exceed 4.5% in any condition. Cross slopes shall be between 1.5% and 2.5%. Cross slopes shall be between 1.5% and 2.5%.
6. This work shall include the excavation, installation, and placement of topsoil and suitable erosion control material along with removal of all excess topsoil and debris off site and disposal of materials at a permitted site.
7. Follow the Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control (EPA Standards and Specifications for Soil Erosion and Sedimentation Control, and U.S. Soil Conservation Service Field Engineering Handbook).
8. Erosion control measures shall be installed and maintained to prevent soil erosion. Variations in 1% to 1.5% vertical or horizontal difference.

GENERAL NOTES: LANDSCAPE

1. Notes indicated or grading plans shall pertain to landscape plans. Final grade of planting beds shall be as per grading plan.
2. The landscape contractor shall be responsible for making themselves familiar with all planting materials and trees shall be saved and protected unless otherwise noted.
3. All existing plant material and trees shall be saved and protected unless otherwise noted. Contractor to protect trees and existing trees and landscaping from damage and shall restore them to original condition.
4. Contractor shall install, maintain and protect all trees and shrubs as indicated on drawings. Maintain, and establish, vegetative soil covers.

PROJECT BENCHMARK

SITE BENCHMARK
CROSS CUT ON TOP OF CURB NORTH SIDE
N 327041.78
E 361568.79
Z 641.30

LEGEND

- Asphalt Paving - Paving
- Gravel Section Driveway / Paving
- Curb/Gutter/Retainment Wall
- Tree Protection Fence
- 5' -
- 5ft Fence

GENERAL NOTES: EXISTING CONDITIONS & REMOVALS

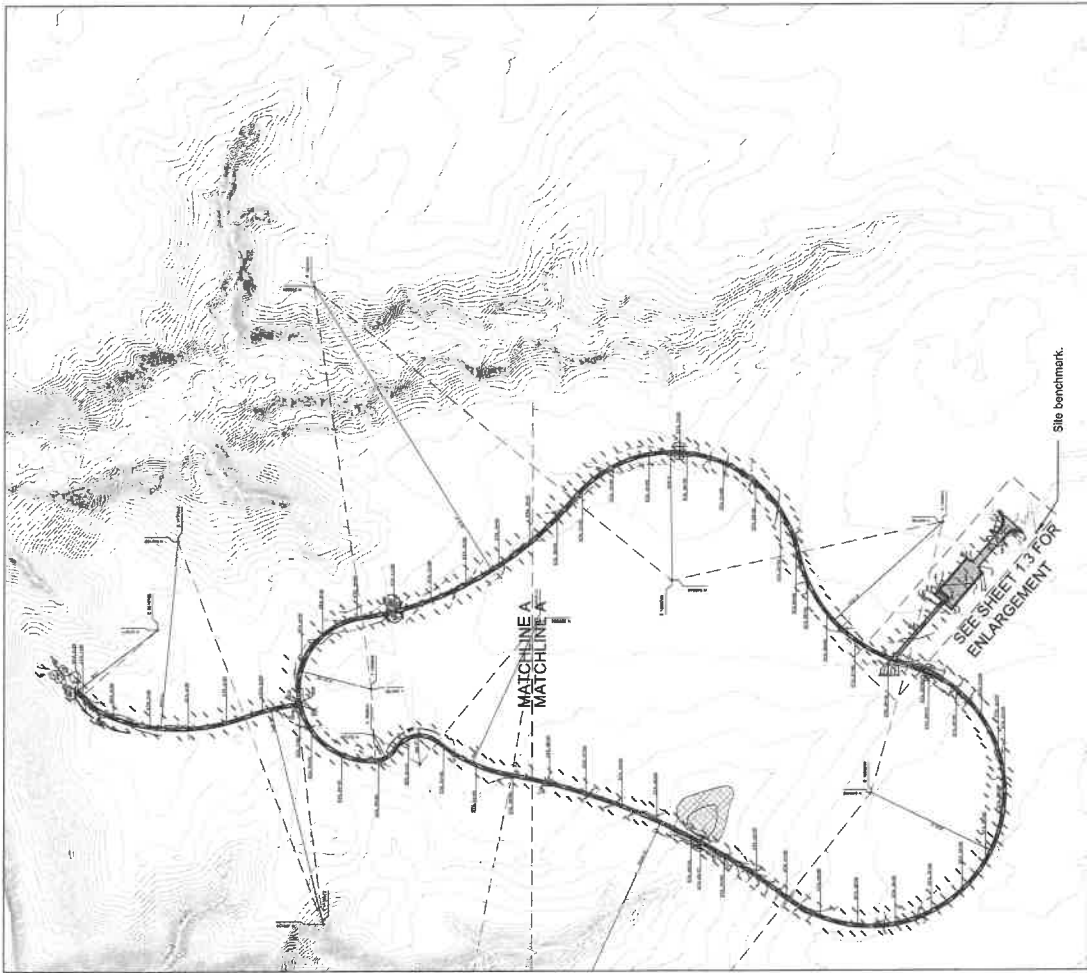
1. The Contractor is to locate all utilities, public and private, prior to beginning construction. On JULY 17, 2022, at 10:00 AM, the Contractor shall be responsible for protection of all utilities and conditions prior to starting.
2. The contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
3. The contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
4. A topographic survey was completed for the Owner by [Name] and [Firm] on [Date].
5. Two-foot interval contours derived from County LIDAR data included for reference only. The Contractor shall be responsible for protection of all utilities and conditions prior to starting.
6. The Contractor shall protect all existing structures, property, and survey reference markers. The Contractor shall be responsible for protection of all utilities and conditions prior to starting.
7. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
8. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
9. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
10. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
11. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
12. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
13. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
14. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
15. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
16. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
17. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
18. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
19. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
20. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
21. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
22. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
23. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.
24. The Contractor shall be responsible for the protection of all private utilities even though they may not be shown on the drawings. The Contractor shall be responsible for the protection of all utilities and conditions prior to starting.

GENERAL NOTES: LAYOUT

1. It is the responsibility of the Contractor to perform layout of all project elements and points for review by Owner prior to construction. (This work is considered essential to the project for review by Owner prior to construction.)
2. The contractor shall be responsible for all materials and quantities as required to complete the work as shown on the plans and specifications. The contractor will verify the work shown on the drawings and any discrepancies or changes required to complete the work shall be approved by the Owner prior to construction.
3. Contractor shall follow all permit requirements as part of the project.
4. Subsurface conditions encountered during construction will be left in-place and repaired in-kind any change in order within the project limits.

REFERENCED SPECIFICATIONS AND CODES

1. The Americans with Disabilities Act and the Illinois Accessibility Code
2. U.S. Soil Conservation Service Field Engineering Handbook
3. U.S. Soil Conservation Service Field Engineering Handbook
4. U.S. Soil Conservation Service Field Engineering Handbook
5. U.S. Soil Conservation Service Field Engineering Handbook
6. U.S. Soil Conservation Service Field Engineering Handbook
7. U.S. Soil Conservation Service Field Engineering Handbook



SCALE: 1" = 150'-0"
0 75 150 300 450
Site benchmark.



110 W. Madison Street
 Yorkville, Illinois 60560
 Phone: 630-533-8025

PROJECT
Fox River Bluffs
 12345 Fox Rd.
 Yorkville, Illinois 60560

PROJECT TEAM



UPLAND DESIGN LTD
 LEAD SURVEYING INC.
 810 Geneva St.
 Shorewood, Illinois 60404
 Phone: 815-739-4000

REVISIONS

NO.	DATE	DESCRIPTION
1	25 JUL 2022	ISSUED FOR BID

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

SHEET TITLE

North Trail

SHEET NUMBER

1.1

© Copyright 2022 Upland Design Ltd.

GENERAL NOTES:
 1. See Sheet 1.0 for Notes.

GRADING STATIONS

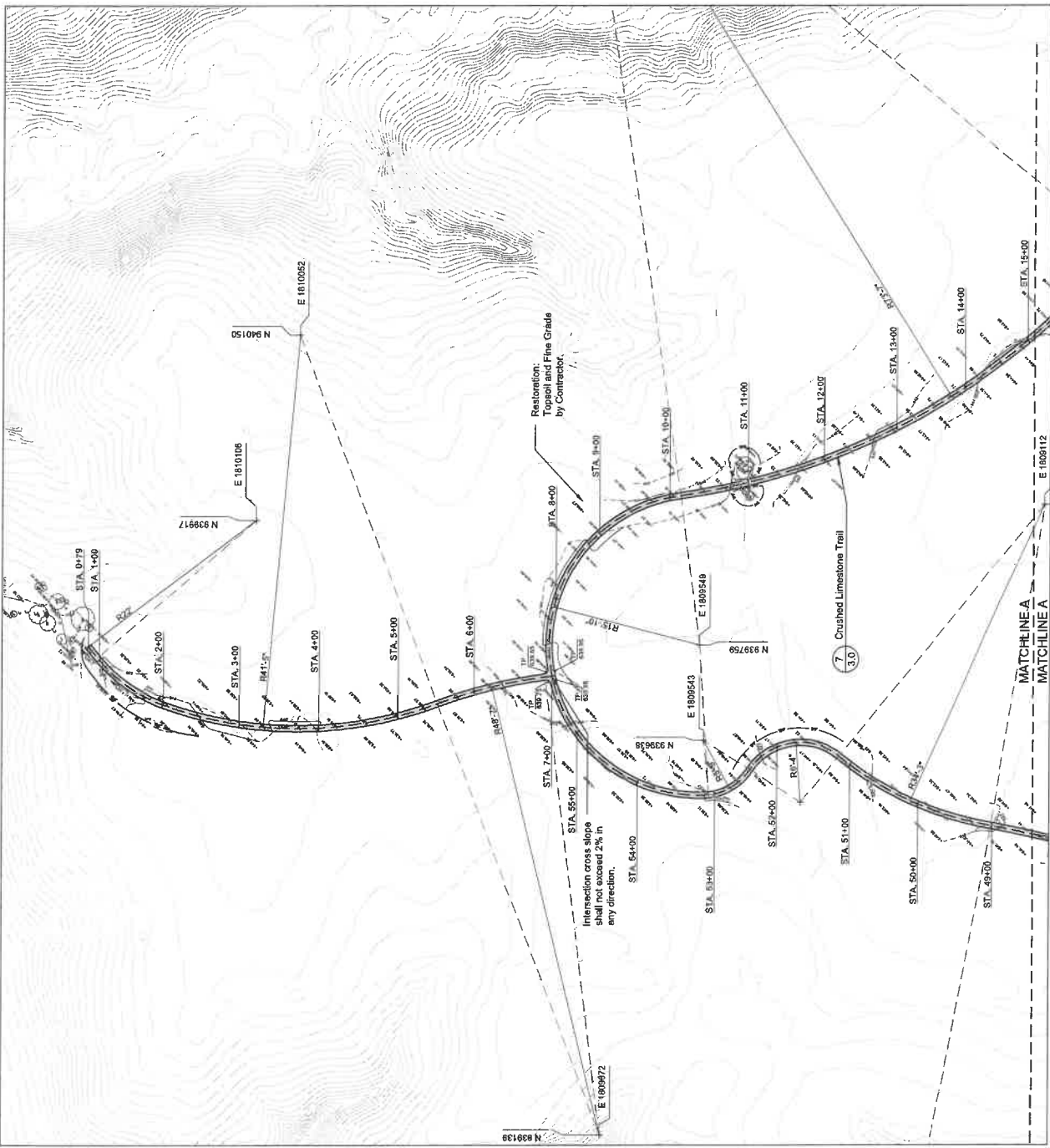
Station	Existing	Proposed	Delevation	Delevation
2+00	198972.50	181033.69	6.82	638.13
2+10	198961.96	181033.61	6.88	638.61
2+20	198948.05	181032.58	6.90	639.13
2+30	198930.46	181030.54	6.96	639.58
2+40	198909.84	180927.47	6.95	639.65
2+50	198886.28	180835.33	6.79	639.77
2+60	198859.77	180743.27	6.64	639.84
2+70	198831.23	180651.27	6.54	639.84
2+80	198801.75	180559.31	6.40	639.84
2+90	198771.24	180467.34	6.30	639.84
3+00	198740.74	180375.34	6.20	639.84
3+10	198710.24	180283.34	6.10	639.84
3+20	198679.74	180191.34	6.00	639.84
3+30	198649.24	180099.34	5.90	639.84
3+40	198618.74	180007.34	5.80	639.84
3+50	198588.24	179915.34	5.70	639.84
3+60	198557.74	179823.34	5.60	639.84
3+70	198527.24	179731.34	5.50	639.84
3+80	198496.74	179639.34	5.40	639.84
3+90	198466.24	179547.34	5.30	639.84
4+00	198435.74	179455.34	5.20	639.84
4+10	198405.24	179363.34	5.10	639.84
4+20	198374.74	179271.34	5.00	639.84
4+30	198344.24	179179.34	4.90	639.84
4+40	198313.74	179087.34	4.80	639.84
4+50	198283.24	178995.34	4.70	639.84
4+60	198252.74	178903.34	4.60	639.84
4+70	198222.24	178811.34	4.50	639.84
4+80	198191.74	178719.34	4.40	639.84
4+90	198161.24	178627.34	4.30	639.84
5+00	198130.74	178535.34	4.20	639.84
5+10	198100.24	178443.34	4.10	639.84
5+20	198069.74	178351.34	4.00	639.84
5+30	198039.24	178259.34	3.90	639.84
5+40	198008.74	178167.34	3.80	639.84
5+50	197978.24	178075.34	3.70	639.84
5+60	197947.74	177983.34	3.60	639.84
5+70	197917.24	177891.34	3.50	639.84
5+80	197886.74	177799.34	3.40	639.84
5+90	197856.24	177707.34	3.30	639.84
6+00	197825.74	177615.34	3.20	639.84
6+10	197795.24	177523.34	3.10	639.84
6+20	197764.74	177431.34	3.00	639.84
6+30	197734.24	177339.34	2.90	639.84
6+40	197703.74	177247.34	2.80	639.84
6+50	197673.24	177155.34	2.70	639.84
6+60	197642.74	177063.34	2.60	639.84
6+70	197612.24	176971.34	2.50	639.84
6+80	197581.74	176879.34	2.40	639.84
6+90	197551.24	176787.34	2.30	639.84
7+00	197520.74	176695.34	2.20	639.84
7+10	197490.24	176603.34	2.10	639.84
7+20	197459.74	176511.34	2.00	639.84
7+30	197429.24	176419.34	1.90	639.84
7+40	197398.74	176327.34	1.80	639.84
7+50	197368.24	176235.34	1.70	639.84
7+60	197337.74	176143.34	1.60	639.84
7+70	197307.24	176051.34	1.50	639.84
7+80	197276.74	175959.34	1.40	639.84
7+90	197246.24	175867.34	1.30	639.84
8+00	197215.74	175775.34	1.20	639.84
8+10	197185.24	175683.34	1.10	639.84
8+20	197154.74	175591.34	1.00	639.84
8+30	197124.24	175499.34	0.90	639.84
8+40	197093.74	175407.34	0.80	639.84
8+50	197063.24	175315.34	0.70	639.84
8+60	197032.74	175223.34	0.60	639.84
8+70	197002.24	175131.34	0.50	639.84
8+80	196971.74	175039.34	0.40	639.84
8+90	196941.24	174947.34	0.30	639.84
9+00	196910.74	174855.34	0.20	639.84
9+10	196880.24	174763.34	0.10	639.84
9+20	196849.74	174671.34	0.00	639.84
9+30	196819.24	174579.34	-0.10	639.84
9+40	196788.74	174487.34	-0.20	639.84
9+50	196758.24	174395.34	-0.30	639.84
9+60	196727.74	174303.34	-0.40	639.84
9+70	196697.24	174211.34	-0.50	639.84
9+80	196666.74	174119.34	-0.60	639.84
9+90	196636.24	174027.34	-0.70	639.84
10+00	196605.74	173935.34	-0.80	639.84

PROJECT BENCHMARK

SITE BENCHMARK 1
 CROSS CUT ON TOP
 OF CURB NORTH SIDE
 N=82701.78
 E=94168.78
 Z=617.30

LEGEND

- Asphalt Paving
- Gravel Section Driveway & Parking
- Crushed Limestone Trail
- Tree Protection Fence
- S&P Fence
- Contours of Trail



SCALE: 1" = 80'-0"
 0 30' 60' 120' 180'



110 W Madison Street
Yorkville, Illinois 60560
Phone: 630-653-4023

Fox River Bluffs

12345 Fox Rd,
Yorkville, Illinois 60560

uplandDesign ltd
Landscape Architecture & Park Planning
Chicago, Illinois 312-334-0088
Hannover, Illinois 61801-0001
www.uplanddesign.com

SURVEYOR
J.H. Land Surveying Inc.
910 Geneva St.
Storrevood, Illinois 60404
Phone: 815-728-4000

REVISIONS	ISSUE FOR BID	DATE
		25 JUL 2022

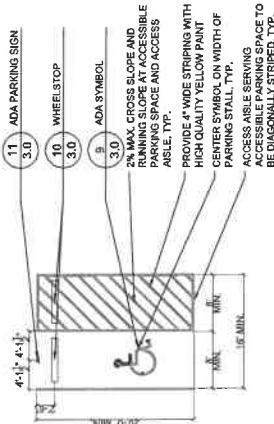
ORIGINAL ISSUE DATE
Issued for Bid 25 JUL 2022
PROJECT NUMBER
939
SHEET TITLE

Construction Details

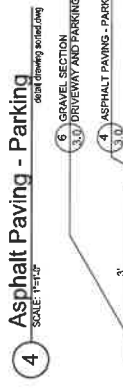
SHEET NUMBER

3.0

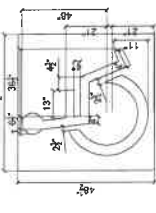
© Copyright 2022 Upland Design, Ltd.



8 Single Access ADA Parking
SCALE: 1/8\"/>



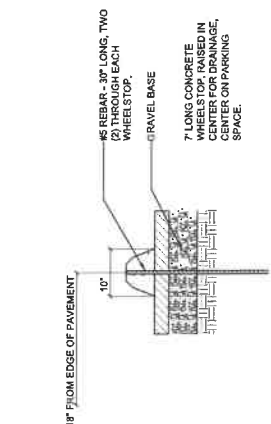
4 Asphalt Paving - Parking
SCALE: 1\"/>



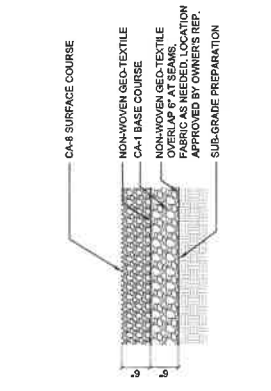
9 ADA Symbol
SCALE: N.T.S.

NOTES:
1. SYMBOL IS CENTERED ON WIDTH OF PARKING STALL
2. SYMBOL STRIPING IS 4\"/>

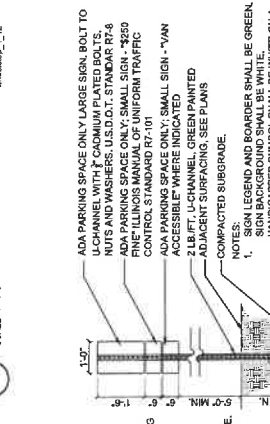
6 Gravel Section Driveway & Parking
SCALE: 1\"/>



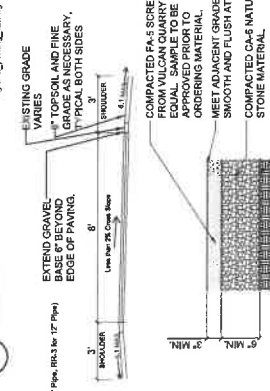
10 Wheelstop
SCALE: 1\"/>



5 Asphalt to Stone Transition
SCALE: 1\"/>



11 ADA Parking Sign
SCALE: N.T.S.



7 Crushed Limestone Trail
SCALE: 1\"/>

11 ADA PARKING SIGN
SCALE: 3/0
10 WHEELSTOP
SCALE: 3/0
9 ADA SYMBOL
SCALE: 3/0
2\"/>

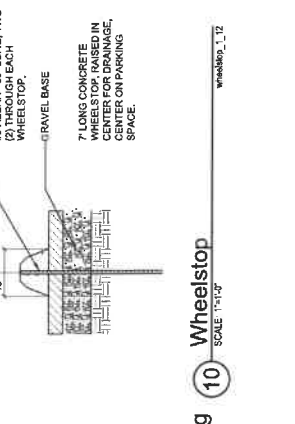
HMA SURFACE COURSE
MIX D, N 50
HMA BINDER COURSE
MIX D, N 50
AGGREGATE BASE COURSE, TYPE B, CM-4
PLACED & COMPACTED IN 2-4\"/>

NOTES:
1. SIGN LEGEND AND BOARDER SHALL BE GREEN.
2. HANDICAPPED SYMBOL SHALL BE WHITE ON A BLUE BACKGROUND.
3. SIGNS TO BE REFLECTIVE MATERIAL OVER CORE DRILL WITH NECESSARY WHERE ADJACENT TO EXISTING CONCRETE.

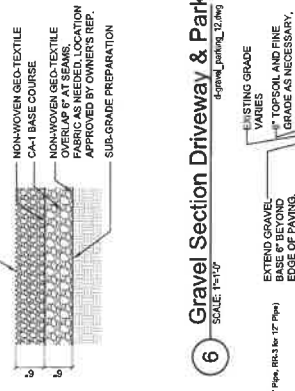
NOTES:
1. SLOPE SURFACE PER PLANS
2. MAXIMUM CROSS SLOPE TO BE 1.5% MAXIMUM

NOTES:
1. FROM EDGE OF PAVEMENT
2. REBAR - 3/8\"/>

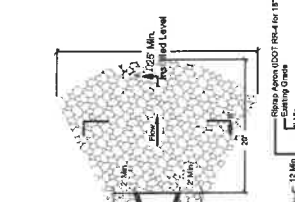
NOTES:
1. SIGN LEGEND AND BOARDER SHALL BE GREEN.
2. HANDICAPPED SYMBOL SHALL BE WHITE ON A BLUE BACKGROUND.
3. SIGNS TO BE REFLECTIVE MATERIAL OVER CORE DRILL WITH NECESSARY WHERE ADJACENT TO EXISTING CONCRETE.



6 Gravel Section Driveway & Parking
SCALE: 1\"/>



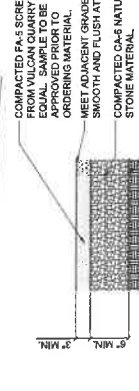
1 Tree Protection Fence
SCALE: N.T.S.



2 Rolled Erosion Control
SCALE: N.T.S.



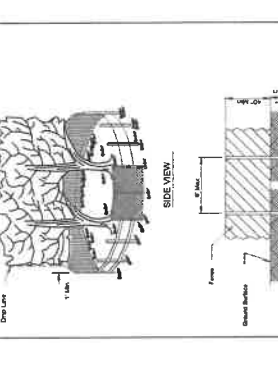
3 Culvert Outlet Protection
SCALE: (NOT TO SCALE)



3 Culvert Outlet Protection
SCALE: (NOT TO SCALE)



1 Tree Protection Fence
SCALE: N.T.S.



2 Rolled Erosion Control
SCALE: N.T.S.



3 Culvert Outlet Protection
SCALE: (NOT TO SCALE)