

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

**WEDNESDAY, MAY 1, 2024
6:00 P.M.**

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

- I. Call to Order
- II. Roll Call: Dan Koukol, Chairman; Ruben Rodriguez, Vice-Chair; Zach Bachmann; Elizabeth Flowers, and Scott Gengler
- III. Approval of Agenda
- IV. Public Comments
- V. Review of Financial Statements and Cost Center Reports through April 30, 2024
- VI. Approval of Special Use Permits
 - A. Board of Trustees – University of Illinois Extension – Harris Horse Arena and Shelter 7 – Saturday, July 13, 2024 from 8:00 AM to 7:30 PM – Amended License Agreement
 - B. Kendall County Horse Show Association – October 13, 2024 “Spooky Trail” Special Use Permit – Approval to Waive Fees and Charges
 - C. Kendall County 2024 LEAD Youth Program (KC Sheriff’s Office Deputy Dan Briars) – Harris Forest Preserve - Shelter 1 and 4 - June 28, 2024 – Approval to Waive Fees and Charges
- VII. Grounds and Natural Resources Reports
 - A. Grounds and Natural Resources Project Updates
 - B. Project Bid Specifications Progress Report (Hoover Shop and Ellis House; Hoover Well Pump)
 - C. Bunkhouse Shelters – Structural Repairs
 - D. Licensed Facilities Tour Policy - District Bunkhouses and Event Venues
 - E. Groot Industries Contract Renewal
 - F. Equipment Replacement Updates
- VIII. Environmental Education and Ellis House and Equestrian Center Reports
 - A. Policies, Procedures and Guidelines for Review and Processing Special Requests – Hoover Forest Preserve Special Use Areas and Programming
- IX. Other Items of Business

No items posted for consideration.
- X. Chairman’s Report
- XI. Public Comments
- XII. Executive Session
- XIII. Adjournment

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

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

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

FOREST PRESERVES & PROGRAMS

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Beginning Balance	\$	652,394	\$	600,007	\$	52,387
Revenue						
Revenue - Administration	1,038,339	15,595	828,024	5,371	10,225	190%
Revenue - Ellis House & Equestrian Center	142,208	39,079	151,970	34,515	4,564	13%
Revenue - Hoover FP	97,400	48,284	72,200	45,196	3,088	7%
Revenue - Env. Education	226,000	160,907	218,560	150,339	10,568	7%
Revenue - Grounds & Natural Resources	46,500	6,765	38,500	7,397	-632	-9%
Revenue - Pickerill Pigott FP	19,180	2,433	8,000	940	1,493	159%
Total Revenue	1,569,627	273,062	1,317,254	243,758	29,304	12%
Expenditure						
Expenditure - Administration	568,946	212,399	387,691	197,585	14,814	7%
Expenditure - Ellis House & Equestrian Center	202,559	73,493	199,264	63,893	9,600	15%
Expenditure - Hoover FP	257,754	76,293	235,286	88,850	-12,557	-14%
Expenditure - Env. Education	229,005	84,244	202,226	79,218	5,027	6%
Expenditure - Grounds & Natural Resources	300,299	99,072	284,078	106,687	-7,615	-7%
Expenditure - Pickerill Pigott FP	11,064	4,677	7,000	5,496	-819	-15%
Total Expenditure	1,569,627	550,178	1,315,545	541,728	8,449	2%
ENDING BAL	\$	652,394	\$	302,037	\$	73,242
Surplus/(Deficit)	\$	-	\$	(277,116)	\$	20,854

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

FOREST PRESERVE CATEGORIES

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Beginning Balance	\$	652,394	\$	600,007	\$	52,387
Revenue						
Property Tax	759,981	-	710,448	-	1,389	53%
Interest Income	7,400	3,995	533	2,606	-675	-12%
Other Income	186,558	4,748	42,043	5,422	-2,186	-69%
Donations	21,501	1,000	6,500	3,186	4,249	11%
Rental Revenue	92,080	42,963	79,200	38,714	16,358	9%
Program Revenue	360,707	198,576	362,530	182,217	9,344	-12695%
Farm License Revenue	112,900	9,270	97,000	(74)	169	2%
Security Deposits	24,500	10,181	15,500	10,013	656	39%
Credit Card Revenue	4,000	2,330	3,500	1,675	29,304	12%
Total Revenue	1,569,627	273,062	1,317,254	243,758		
Expenditure						
Personnel	832,568	276,910	747,864	278,564	-1,654	-1%
Benefits	295,137	152,984	280,319	163,483	-10,499	-6%
Contractual	219,982	28,973	69,219	27,566	1,407	5%
Commodities	137,250	60,782	143,516	57,784	2,998	5%
Other	84,690	30,529	74,627	14,331	16,199	113%
Total Expenditure	1,569,627	550,178	1,315,545	541,728	8,449	2%
ENDING BAL	\$	652,394	\$	302,037	\$	73,242
Surplus/(Deficit)	\$	-	\$	(277,116)	\$	20,854

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

ADMINISTRATION

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Property Tax	759,981	-	710,448	-	1,389	53%
Interest Income	7,400	3,995	533	2,606	-40	-100%
Other Income	149,058	-	11,543	40	-1,124	-100%
Donations	5,000	-	5,000	1,124	9,344	-12695%
Farm License Revenue	112,900	9,270	97,000	(74)	656	39%
Security Deposit Revenue	4,000	2,330	3,500	1,675		
Credit Card Revenue						
Program Revenue						
Transfers In						
Total Revenue	1,038,339	15,595	828,024	5,371	10,225	190%
Expenditure						
Personnel	192,864	72,976	174,757	66,398	6,578	10%
Benefits	162,301	109,831	153,768	104,750	5,081	5%
Contractual	192,282	22,671	41,519	19,248	3,422	18%
Commodities	15,200	5,070	14,950	5,688	-618	-11%
Other	6,299	1,851	2,697	1,500	351	
Total Expenditure	568,946	212,399	387,691	197,585	14,814	7%
Surplus/(Deficit)	\$ 469,393	\$ (196,804)	\$ 440,333	\$ (192,214)		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

ELLIS HOUSE & EQUESTRIAN CENTER

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	1	-	-	1	-1	
Security Deposit	6,000	1,410	7,500	1,100	310	28%
Credit Card Revenue	-	-	-	-		
Program Revenue	136,207	37,669	144,470	33,414	4,255	13%
Total Revenue	142,208	39,079	151,970	34,515	4,564	13%
Expenditure						
Personnel	126,835	45,037	119,593	41,935	3,102	7%
Employee Benefits	15,374	5,894	13,771	5,552	342	6%
Contractual	11,200	2,131	11,200	3,275	-1,144	-35%
Commodities	29,300	11,360	35,200	10,240	1,120	11%
Other	19,850	9,071	19,500	2,891	6,180	214%
Total Expenditure	202,559	73,493	199,264	63,893	9,600	15%
Surplus/(Deficit)	\$ (60,351)	\$ (34,414)	\$ (47,294)	\$ (29,378)		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

HOOVER FOREST PRESERVE

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Rental Revenue	83,900	40,558	65,200	36,284	4,274	12%
Security Deposit Rev	13,500	7,726	7,000	8,913	-1,186	-13%
Program Revenue	-	-	-	-		
Total Revenue	97,400	48,284	72,200	45,196	3,088	7%
Expenditure						
Personnel	151,203	33,544	135,349	44,161	-10,617	-24%
Employee Benefits	47,301	8,928	43,887	18,583	-9,655	-52%
Contractual	-	-	-	-		
Commodities	45,750	28,783	47,050	20,976	7,807	37%
Other	13,500	5,038	9,000	5,130	-93	-2%
Total Expenditure	257,754	76,293	235,286	88,850	(12,557)	-14%
Surplus/(Deficit)	\$ (160,354)	\$ (28,009)	\$ (163,086)	\$ (43,654)		

86.1%
13.9%
100.0%
58.7%
18.4%
17.7%
5.2%
100.0%

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

ENVIRONMENTAL EDUCATION

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations		-				
Security Deposit			500	1,536	-1,536	-100%
Credit Card Revenue						
Program Revenue	224,500	160,907	218,060	148,803	12,104	8%
Total Revenue	226,000	160,907	218,560	150,339	10,568	7%
Expenditure						
Personnel	194,872	70,590	170,620	67,707	2,883	4%
Employee Benefits	21,702	9,861	16,786	8,716	1,145	13%
Contractual						
Commodities	7,550	2,154	7,550	1,419	735	52%
Other	4,881	1,639	7,270	1,375	263	19%
Total Expenditure	229,005	84,244	202,226	79,218	5,027	6%
Surplus/(Deficit)	\$ (3,005)	\$ 76,663	\$ 16,334	\$ 71,122		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

GROUND & NATURAL RESOURCES

Revenue
Other Income
Donations
Grants
Credit Card Revenue
Rental Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure

Surplus/(Deficit)

	Current Year FY24		
	Budget	YTD	%
Other Income	37,500	3,505	9.3%
Donations	1,000	1,000	100.0%
Grants	-	-	-
Credit Card Revenue	8,000	2,260	28.3%
Rental Revenue	46,500	6,765	14.5%
Total Revenue			
Personnel	163,669	54,716	33.4%
Employee Benefits	48,220	18,296	37.9%
Contractual	16,500	4,172	25.3%
Commodities	36,750	8,957	24.4%
Other	35,160	12,931	36.8%
Total Expenditure	300,299	99,072	33.0%
Surplus/(Deficit)	\$ (253,799)	\$ (92,307)	

	Prior Year FY23		
	Budget	YTD	%
Other Income	30,500	4,187	13.7%
Donations	1,000	525	-
Grants	-	-	-
Credit Card Revenue	7,000	2,370	33.9%
Rental Revenue	38,500	7,082	18.4%
Total Revenue			
Personnel	147,545	58,363	39.6%
Employee Benefits	52,107	25,881	49.7%
Contractual	16,500	5,044	30.6%
Commodities	32,766	13,964	42.6%
Other	35,160	3,435	9.8%
Total Expenditure	284,078	106,687	37.6%
Surplus/(Deficit)	\$ (245,578)	\$ (99,605)	

	YTD Variance	
	\$ Change	% Change
Other Income	-682	-16%
Donations	475	90%
Grants	-	-
Credit Card Revenue	-110	-5%
Rental Revenue	(317)	-4%
Total Revenue		
Personnel	-3,647	-6%
Employee Benefits	-7,585	-29%
Contractual	-872	-17%
Commodities	-5,007	-36%
Other	9,497	277%
Total Expenditure	(7,615)	-7%

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

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PICKERILL PIGOTT FP

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	14,000	1,243	-	880	363	41%
Other Income	-	-	-	-	-	-
Rental Revenue	180	145	7,000	60	85	142%
Security Deposit	5,000	1,045	1,000	-	1,045	
Total Revenue	19,180	2,433	8,000	940	1,493	159%
Expenditure						
Personnel	3,125	48	-	-	48	
Employee Benefits	239	173	1,000	-	173	
Contractual	-	-	-	-	-	
Commodities	2,700	4,457	6,000	5,496	-1,039	-19%
Other	5,000	-	-	-	-	
Total Expenditure	11,064	4,677	7,000	5,496	(819)	-15%
Surplus/(Deficit)	\$ 8,116	\$ (2,244)	\$ 1,000	\$ (4,556)		

73.0%
0.9%
26.1%
100.0%

28.2%
2.2%
24.4%
45.2%
100.0%

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

ELLIS HOUSE - 1160

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure

Surplus/(Deficit)

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-	-	-	-	
	10,974	4,263	10,394	4,498	(235)	-5%
	1,476	624	1,638	617	7	1%
	-	-	-	-		
	5,750	5,473	7,250	5,115	358	7%
	4,250	4,063	3,800	1,675	2,388	143%
	22,450	14,423	23,082	11,906	2,518	21%
	\$ (22,450)	\$ (14,423)	\$ (23,082)	\$ (11,906)		

48.9%
6.6%
25.6%
18.9%
100.0%

ELLIS BARN - 1161

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure

Surplus/(Deficit)

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-	-	-	-	
	10,974	4,347	10,394	4,498	(151)	-3%
	1,476	631	1,638	617	13	2%
	-	-	-	-		
	5,000	1,141	6,500	-	1,141	
	3,200	538	2,700	320	218	68%
	20,650	6,657	21,232	5,435	1,222	22%
	\$ (20,650)	\$ (6,657)	\$ (21,232)	\$ (5,435)		

53.1%
7.1%
24.2%
15.5%
100.0%

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

ELLIS GROUNDS - 1162

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations		-				
Security Deposit		-				
Credit Card Revenue		27,997	27,250			
Program Revenue		27,997	27,250			
Total Revenue						
	100.0%					
	100.0%					
Expenditure						
Personnel		21,947	20,788	7,723	803	10%
Employee Benefits		3,100	3,275	1,235	14	1%
Contractual		-	-	-	-	
Commodities		-	-	-	-	
Other		6,400	5,500	895	3,574	399%
Total Expenditure		31,447	29,563	9,853	4,391	45%
	20.4%					
	100.0%					
Surplus/(Deficit)		\$ (3,450)	\$ (2,313)	\$ (9,853)		

ELLIS CAMPS - 1163

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations		-				
Security Deposit		-				
Credit Card Revenue		-				
Program Revenue		13,750	11,760	7,613	658	9%
Total Revenue		13,750	11,760	7,613	658	9%
	100.0%					
	100.0%					
Expenditure						
Personnel		3,790	3,484	257	613	239%
Employee Benefits		350	322	12	79	668%
Contractual		-	-	-	-	
Commodities		450	450	-	-	
Other		-	500	-	-	
Total Expenditure		4,590	4,756	269	692	258%
	100.0%					
Surplus/(Deficit)		\$ 9,160	\$ 7,004	\$ 7,344		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

ELLIS RIDING LESSONS - 1164

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	1	-	-	1	-1	
Security Deposit	-	-	-	-		
Credit Card Revenue	-	-	-	-		
Program Revenue	63,800	19,038	70,000	16,229	2,809	17%
Total Revenue	63,801	19,038	70,000	16,230	2,808	17%
Expenditure						
Personnel	45,900	16,946	42,818	15,417	1,530	10%
Employee Benefits	5,500	2,052	3,959	2,038	14	1%
Contractual	9,000	1,845	9,000	3,000	-1,155	-39%
Commodities	14,500	3,609	16,600	4,374	-765	-17%
Other	-	-	1,000	-		
Total Expenditure	74,900	24,452	73,377	24,829	(376)	-2%
Surplus/(Deficit)	\$ (11,099)	\$ (5,414)	\$ (3,377)	\$ (8,598)		

ELLIS BIRTHDAY PARTIES - 1165

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Security Deposit	-	-	-	-		
Credit Card Revenue	-	-	-	-		
Program Revenue	6,000	1,725	6,000	2,015	-290	-14%
Total Revenue	6,000	1,725	6,000	2,015	(290)	-14%
Expenditure						
Personnel	7,750	1,500	7,077	2,005	-506	-25%
Employee Benefits	872	.242	654	262	-20	-8%
Contractual	-	-	-	-		
Commodities	450	227	450	450	227	
Other	-	-	-	-		
Total Expenditure	9,072	1,969	8,181	2,267	(298)	-13%
Surplus/(Deficit)	\$ (3,072)	\$ (244)	\$ (2,181)	\$ (252)		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

ELLIS PUBLIC PROGRAMS - 1166

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	3,000	100	3,000	330	(230)	-70%
Total Revenue	3,000	100	3,000	330	(230)	-70%
	100.0%					
Expenditure						
Personnel	2,000	64	2,194	107	(43)	-40%
Employee Benefits	200	9	203	14	(6)	-41%
Contractual	-	-	500	-	-	-
Commodities	150	-	150	-	-	-
Other	-	-	-	-	-	-
Total Expenditure	2,350	73	3,047	122	(49)	-40%
	100.0%					
Surplus/(Deficit)	\$ 650	\$ 27	\$ (47)	\$ 208		

ELLIS SUNRISE CENTER - 1167

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	13,760	6,120	13,760	5,787	333	6%
Total Revenue	13,760	6,120	13,760	5,787	333	6%
	100.0%					
Expenditure						
Personnel	22,000	8,522	19,054	7,174	1,348	19%
Employee Benefits	2,200	996	1,762	739	257	35%
Contractual	500	-	-	-	-	-
Commodities	3,000	910	3,800	752	158	21%
Other	-	-	-	-	-	-
Total Expenditure	27,700	10,428	24,616	8,665	1,763	20%
	100.0%					
Surplus/(Deficit)	\$ (13,940)	\$ (4,308)	\$ (10,856)	\$ (2,878)		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

ELLIS WEDDINGS - 1168

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-				
Security Deposit	5,000	1,200	5,000	1,100	100	9%
Credit Card Revenue	-	-	-	-		
Program Revenue	4,500	750	9,000	300	450	150%
Total Revenue	9,500	1,950	14,000	1,400	550	39%
Expenditure						
Personnel	750	-	1,695	147	-147	-100%
Employee Benefits	100	-	160	9	-9	-100%
Contractual	1,700	286	1,700	274	12	4%
Commodities	-	-	-	-		
Other	5,000	-	5,000	-		
Total Expenditure	7,550	286	8,555	430	(144)	-34%
Surplus/(Deficit)	\$1,950	\$ 1,664	\$5,445	\$ 970		

ELLIS OTHER RENTALS - 1169

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-				
Security Deposit	1,000	210	2,500	-	210	
Credit Card Revenue	-	-	-	-		
Program Revenue	3,400	1,665	3,400	1,140	525	46%
Total Revenue	4,400	1,875	5,900	1,140	735	64%
Expenditure						
Personnel	750	-	1,695	110	-110	-100%
Employee Benefits	100	-	160	8	-8	-100%
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	1,000	-	1,000	-		
Total Expenditure	1,850	-	2,855	118	(118)	-100%
Surplus/(Deficit)	\$2,550	\$1,875	\$3,045	\$1,022		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

HOOVER GROUNDS - 1171

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	6,800	3,650	-900	-25%
Rental Revenue	5,900	2,750	-	-	(900)	-25%
Security Deposit Revenue	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Total Revenue	5,900	2,750	6,800	3,650		
	100.0%					
Expenditure						
Personnel	72,477	15,990	67,674	22,080	-6,091	-28%
Employee Benefits	23,411	4,399	21,943	9,522	-5,123	-54%
Contractual	-	-	-	-	-	-
Commodities	45,750	28,783	47,050	20,976	7,807	37%
Other	13,500	5,038	9,000	5,130	-93	-2%
Total Expenditure	155,138	54,209	145,667	57,708	(3,499)	-8%
Surplus/(Deficit)	\$ (149,238)	\$ (51,459)	\$ (138,867)	\$ (54,058)		

HOOVER BUNKHOUSE - 1172

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	28,500	18,160	-570	-3%
Rental Revenue	34,000	17,590	3,000	3,600	-100	-3%
Security Deposit Revenue	5,300	3,500	-	-	(670)	-3%
Credit Card Revenue	-	-	-	-	-	-
Total Revenue	39,300	21,090	31,500	21,760		
	100.0%					
Expenditure						
Personnel	36,239	7,995	33,837	11,040	-3,046	-28%
Employee Benefits	11,705	2,207	10,972	4,646	-2,439	-52%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total Expenditure	47,944	10,202	44,809	15,686	(5,484)	-35%
Surplus/(Deficit)	\$ (8,644)	\$ 10,888	\$ (13,309)	\$ 6,074		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

HOOVER CAMPSITE - 1173

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-				
Rental Revenue	6,000	1,410	5,400	1,435	-25	-2%
Security Deposit Revenue	-	-	-	-		
Credit Card Revenue	-	-	-	-		
Total Revenue	6,000	1,410	5,400	1,435	(25)	-2%
Expenditure						
Personnel	18,119	3,997	16,919	5,520	-1,523	-28%
Employee Benefits	5,853	1,100	5,486	2,323	-1,223	-53%
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	-	-	-	-		
Total Expenditure	23,972	5,097	22,405	7,843	(2,746)	-35%
Surplus/(Deficit)	\$ (17,972)	\$ (3,687)	\$ (17,005)	\$ (6,408)		
	100.0%					
	100.0%					
	76.6%					
	24.4%					
	100.0%					

HOOVER MEADOWHAWK LODGE - 1174

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-				
Rental Revenue	38,000	18,808	24,500	13,039	5,769	44%
Security Deposit Revenue	8,200	4,226	4,000	5,313	-1,086	-20%
Credit Card Revenue	-	-	-	-		
Total Revenue	46,200	23,034	28,500	18,351	4,683	26%
Expenditure						
Personnel	24,368	5,562	16,919	5,520	42	1%
Employee Benefits	6,332	1,222	5,486	2,093	-870	-42%
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	-	-	-	-		
Total Expenditure	30,700	6,785	22,405	7,613	(828)	-11%
Surplus/(Deficit)	\$ 15,500	\$ 16,249	\$ 6,095	\$ 10,738		
	82.3%					
	17.7%					
	100.0%					
	79.4%					
	20.6%					
	100.0%					

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

ENV. EDUCATION CAMPS - 1177

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	39,500	40,130	37,000	36,922	3,208	9%
Total Revenue	39,500	40,130	37,000	36,922	3,208	9%
Expenditure						
Personnel	34,535	6,092	28,000	8,367	-2,275	-27%
Employee Benefits	3,447	867	1,649	1,209	-341	-28%
Contractual	-	-	-	-	-298	-100%
Commodities	1,500	-	1,500	298	45	
Other	500	45	500	-		
Total Expenditure	39,982	7,005	31,649	9,874	(2,870)	-29%
Surplus/(Deficit)	\$ (482)	\$ 33,125	\$ 5,351	\$ 27,048		

ENV. EDUCATION NATURAL BEGINNINGS - 1178

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	1,500	-		1,536	-1,536	-100%
Security Deposit						
Credit Card Revenue						
Program Revenue	145,000	106,311	141,060	95,472	10,839	11%
Total Revenue	146,500	106,311	141,060	97,008	9,303	10%
Expenditure						
Personnel	124,626	52,657	111,540	48,507	4,150	9%
Employee Benefits	16,335	8,044	12,708	6,690	1,354	20%
Contractual	-	-	-	-	549	77%
Commodities	4,000	1,264	4,000	715	430	96%
Other	2,200	880	2,200	450		
Total Expenditure	147,161	62,845	130,448	56,362	6,483	12%
Surplus/(Deficit)	\$ (661)	\$ 43,466	\$ 10,612	\$ 40,646		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/2024

5 Month Budget Percent = 41.7%

ENV. EDUCATION PUBLIC PROGRAMS - 1179

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue		6,464	20,000	10,086	-3,622	-36%
Program Revenue		6,464	20,000	10,086	(3,622)	-36%
Total Revenue						
	100.0%					
	100.0%					
Expenditure						
Personnel	14,723	5,249	12,500	5,606	-358	-6%
Employee Benefits	1,471	760	1,854	708	52	7%
Contractual	-	-	-	-	355	113%
Commodities	750	671	750	316	-320	-100%
Other	500	-	500	320	-180	-36%
Total Expenditure	17,444	6,679	15,604	6,950	(271)	-4%
	100.0%					
Surplus/(Deficit)	\$ 2,556	\$ (215)	\$ 4,396	\$ 3,136		

ENV. EDUCATION LAWS OF NATURE - 1180

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue						
Total Revenue						
Expenditure						
Personnel	4,265	1,784	3,780	1,035	749	72%
Employee Benefits	449	190	575	109	81	74%
Contractual	-	-	-	-	114	132%
Commodities	600	199	600	86		
Other	-	-	-	-		
Total Expenditure	5,314	2,174	4,955	1,230	944	77%
	100.0%					
Surplus/(Deficit)	\$ (5,314)	\$ (2,174)	\$ (4,955)	\$ (1,230)		



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

Facility License Agreement

Permit #: 24-00090 Page 1 of 9
 Contract Date: 03/15/2024
 Use Type: Horse Show
 Description: English, Western, Gaming Shows
 Registrar: Julia Granholm
 Phone: (815) 790-7528 / (630) 553-5823
 Email: athenaa@illinois.edu

Customer Board of Trustees-U of I Ext
 Tina Anderson
 7775 B II Rte 47
 Yorkville, IL 60560

Facility License Information

Location: Horse Arena @ Harris Forest Preserve Total Hours: 11.50
 10460 Route 71
 Yorkville, IL 60560

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
7/13/2024	Sat	8:00 AM - 7:30 PM	Harris Horse Arena and Shelter 7 Package Flat (Head Count: 35)	1.00	Each	\$0.00	\$0.00	\$0.00

No alcohol allowed.
 Shelter 7 and Horse Arena
 Request canopy tents onsite on hill and by announcers stand.
 Food will be served-not for sale

Total Hours	11.50
Total Fees	\$0.00
Total Sec Dep	\$0.00
Total Tax	\$0.00
Rental Total	\$0.00

Facility License Terms and Conditions

For day of questions/concerns, please call 630.746.1005 (Shelters, Pickerill Estate House), 630.774.1683 (Meadowhawk Lodge, Campsites, Bunkhouses)

For emergencies, contact the Grounds and Natural Resources Division Supervisor, Antoinette White at 630.746.1005

**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 The Board of Trustees of the University of Illinois, 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:



Facility License Agreement

Permit #: 24-00090

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Customer: Board of Trustees-U of I Ext - Tina Anderson

110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

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 public written notice.

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.



Facility License Agreement

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Customer: Board of Trustees-U of I Ext - Tina Anderson

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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 or its equivalent).

Primary Coverage [for Commercial General Liability](#)

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 (or its equivalent) 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 [for Commercial General Liability](#)

Licensee hereby grants to Forest Preserve a waiver of 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 to Forest Preserve before work begins. All certificates 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 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.

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:



Facility License Agreement

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Customer: Board of Trustees-U of I Ext - Tina Anderson

110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

- 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

that is a result of Licensee's use of the equipment or property



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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



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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.



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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 <<http://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 may be 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. 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.

27. Anti-Discrimination Compliance:

Licensee, their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply



Facility License Agreement

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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.

28. 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.

29. Assignment:

Neither Party may assign this Agreement without the written permission of the other Party.

30. 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.

31. 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.

32. Venue: This License shall be interpreted and enforced under the laws of the State of Illinois.

33. Legal Remedies: In any action with respect to this License, the parties may pursue any legal remedies at law or in equity.

34. 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.

35. 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.

36. 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



Facility License Agreement

Permit #: 24-00090 Page 9 of 9
Customer: Board of Trustees-U of I Ext - Tina Anderson

110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

110 W. Madison Street
Yorkville, Illinois 60560

Licensee, per information provided on first page of the License Contract. All Legal notices to the Licensee must be sent to:

The Board of Trustees of the University of Illinois
Attn. Secretary of the Board
352 Henry Administration Building
506 South Wright Street
Urbana, IL 61801

37. 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.

38. 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: _____

**Special Event Permit Application
Kendall County Forest Preserve District**

Instructions: Please sign the form and return it, along with the appropriate insurance certificate to:
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

Please submit application at least two months prior to the Special Event.

Applicant Information: Kendall County Horse Show Association
Event Name: Horse Show
Contact Person: Sara Channell

Address:
County: Po Box 122 , Millington IL,
Street: Kendall County, 60537
City: _____
State: _____
Zip Code: _____

Contact Information:
Telephone (Home) _____
Telephone (Cell) 6307462880
E-Mail: ChannellFamily17@gmail.com

Special Event Information: *October "Spooky Trail" Trail Use*
Name of Forest Preserve: Harris/Dr. Howard Koch Arena
Event Date: ~~6/8, 7/20, 9/14, 10/13~~
Estimated Attendance: 50
Arrival Time (includes set-up): 9am set-up
Departure Time (includes take down): 5pm

*Trail Use - Active
11 am to 4pm*

Will this Special Event include:

A = \$ 75.00

	<u>Yes</u>	<u>No</u>
1. The use of temporary structures?		X
2. Collecting/Charging an entrance or registration fee?		X
3. Selling concessions/food?	X	
4. Selling goods and services?		X
5. Electronically amplified sound?		X

B = \$200.00

	<u>Yes</u>	<u>No</u>
6. Business uses in preserve?	X	
7. Group larger than 250 people?		X
8. Extensive use of grounds?	X	

C = \$300.00

	<u>Yes</u>	<u>No</u>
9. Extensive Use of staff time?		X
10. Closes and/or limits part(s) of preserve to other users?	X	

► Permittee will be charged only for the highest category (A, B, or C) that is checked.
Description of the Special Event, including details of any 'Yes' answers from above:

Applicant's Signature: Sara Channell

Date: 4/15/2024

Special Event Agreement
Kendall County Forest Preserve District

The Kendall County Forest Preserve District (District) and _____
(Permittee) agree to the following:

1. The Permittee shall meet the following insurance requirements (if applicable):
 - A. Permittee shall have general liability coverage of \$1,000,000 per occurrence.
 - B. Certificates of Insurance must state the following: The Kendall County Forest Preserve District is an additional insured on a primary and non-contributory basis.
2. The Permittee shall pay the District \$_____. for this approved Special Event Permit. Payment is due upon approval of permit.
3. The Permittee agrees to indemnify and hold harmless the District against any and all claims, losses, suits, and damages against the District arising, directly or indirectly out of the use of District premises or performance of this Special Event Agreement, specifically including claims resulting from any act or omission of the Permittee and the District, individually, and/or jointly and severally.
4. If concessions/food is to be sold at the Special Event, the vendors 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.
5. The Permittee shall limit the Special Event activities to those described in the Special Use Permit Application.
6. The Permittee shall follow all District rules and regulations (see attached).
7. The Special Event Permit and the Permittee shall be present on-site at the Special Event.
8. The attached itinerary shall be a part of the Special Event Agreement.

Kendall County Forest Preserve District:

Signed: _____, Executive Director / President

Permittee: _____

Signed: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Christina Edgington PHONE (A/C, No, Ext): (217) 528-7533 E-MAIL ADDRESS: cedgington@troxellins.com	FAX (A/C, No): (217) 528-1041
	INSURER(S) AFFORDING COVERAGE	
INSURED Kendall County Horse Show Assoc PO Box 122 c/o Sara Channell Millington IL 60537	INSURER A: Argonaut Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** CL2351143471 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Equine Liability			ELP0207625	05/08/2023	05/08/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELP0207625	05/08/2023	05/08/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured on a primary/non-contributory basis with waiver of subrogation, per written contract, subject to terms and conditions of the policy for Event Dates: 5/20/23-5/21/23, 6/24/23, 9/16/23-9/17/23 & 10/1/23 held at additional insured location 10460 Route 71, Yorkville IL 60560.

CERTIFICATE HOLDER Kendall County Forest Preserve District 110 W Madison St Yorkville IL 60560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

Facility License Agreement

Page 1 of 11

Permit #: 24-00056
Contract Date: 02/16/2024
Use Type: Horse Show
Description: KC Horse Show Assoc Use
Registrar: Julia Granholm
Phone: (630) 746-2880
Email: channelfamily17@gmail.com

Customer
KCHSA
Sara Channell
612 Fowler St
Millington, IL 60537

Facility License Information

Location: Horse Arena @ Harris Forest Preserve
 10460 Route 71
 Yorkville, IL 60560

Total Hours: 44.25

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
6/8/2024	Sat	8:00 AM - 8:00 PM	Harris Horse Arena and Shelter 7 Package Flat (Head Count: 70)	1.00	Each	\$100.00	\$100.00	\$0.00
7/20/2024	Sat	8:00 AM - 8:00 PM	Harris Horse Arena and Shelter 7 Package Flat (Head Count: 70)	1.00	Each	\$100.00	\$100.00	\$0.00
9/14/2024	Sat	8:00 AM - 6:30 PM	Harris Horse Arena and Shelter 7 Package Flat (Head Count: 70)	1.00	Each	\$100.00	\$100.00	\$0.00
10/13/2024	Sun	8:00 AM - 5:45 PM	Harris Horse Arena and Shelter 7 Package Flat (Head Count: 70)	1.00	Each	\$100.00	\$100.00	\$0.00

No alcohol allowed.

Must provide updated Certificate of Insurance, listing the Kendall County Forest Preserve District as the Certificate holder. Please review the License Agreement Terms and Conditions regarding insurance requirements. Use of Shelter 7 and announcer stand.

Facility License Information

Location: Shelter 7 @ Harris Forest Preserve
 10460 Route 71
 Yorkville, IL 60560

Total Hours: 44.25

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
6/8/2024	Sat	8:00 AM - 8:00 PM	Shelter Flat (Head Count: 70)	1.00	Each	\$0.00	\$0.00	\$0.00
7/20/2024	Sat	8:00 AM - 8:00 PM	Shelter Flat (Head Count: 70)	1.00	Each	\$0.00	\$0.00	\$0.00
9/14/2024	Sat	8:00 AM - 6:30 PM	Shelter Flat (Head Count: 70)	1.00	Each	\$0.00	\$0.00	\$0.00
10/13/2024	Sun	8:00 AM - 5:45 PM	Shelter Flat (Head Count: 70)	1.00	Each	\$0.00	\$0.00	\$0.00

No alcohol allowed.

Must provide updated Certificate of Insurance, listing the Kendall County Forest Preserve District as the Certificate holder. Please review the License Agreement Terms and Conditions regarding insurance requirements. Use of Shelter 7 and announcer stand.

Total Hours	88.50
Total Fees	\$400.00
Total Sec Dep	\$0.00
Total Tax	\$0.00
Rental Total	\$400.00

Facility License Terms and Conditions

For day of questions/concerns, please call 630-746-1005 or 630-488-1716



Kendall County Forest Preserve District SHELTER LICENSE AGREEMENT REQUEST FORM

Instructions

- This form is to be completed in its entirety and can be faxed to 630-553-4023 or sent by e-mail to: kcforest@kendallcountyil.gov
- Shelter are required thirty (30) days in advance of requested event date.
- The License Request form will be entered into our reservation calendar and copy of the License Agreement form is scanned to your e-mail for signature.
- Kendall County Forest Preserve District must be in receipt of the signed License Agreement form for the reservation to be considered secure.
- Full License fee is required two weeks prior to your event date.

Licensee Information *(Licensee must be 21 or older to enter into a License Agreement)*

Name Kendall County Horse Association
 Street Address PO Box 122
 City Millington State IL Zip 60537 Kendall Resident? Yes No
 Phone # *(two numbers are required)* Cell: 6307462880 Other: _____
 E-mail: _____

Requested Site

Harris Forest Preserve: Shelter 1* Capacity 144 Shelter 2 Capacity 80 Shelter 7 Capacity 80 X Dr. Howard Koch Arena
 Shelter 4* Capacity 80 ****Reservations at Shelter 4 will include use of Shelter 1****

*Fireplace available at Shelters 1 and 4

Richard Young*: 56 people *Fire pit available
 Jay Woods: 80 people
 Pickerill-Pigott: 80 people

Requested Date

Event Date: 6/8, 7/20, 9/14, 10/13 Preserves are available at 9:00 am
 Time Requested: 9am-5pm (or close) Gates are closed at sunset; departure time required at least 30 minutes prior
 Number of People: 50 \$25.00 fee applied for 100+ people

Type of Group: please circle: Family, Organization Church, School, Scout, etc.
Non-family events require Certificate of Insurance

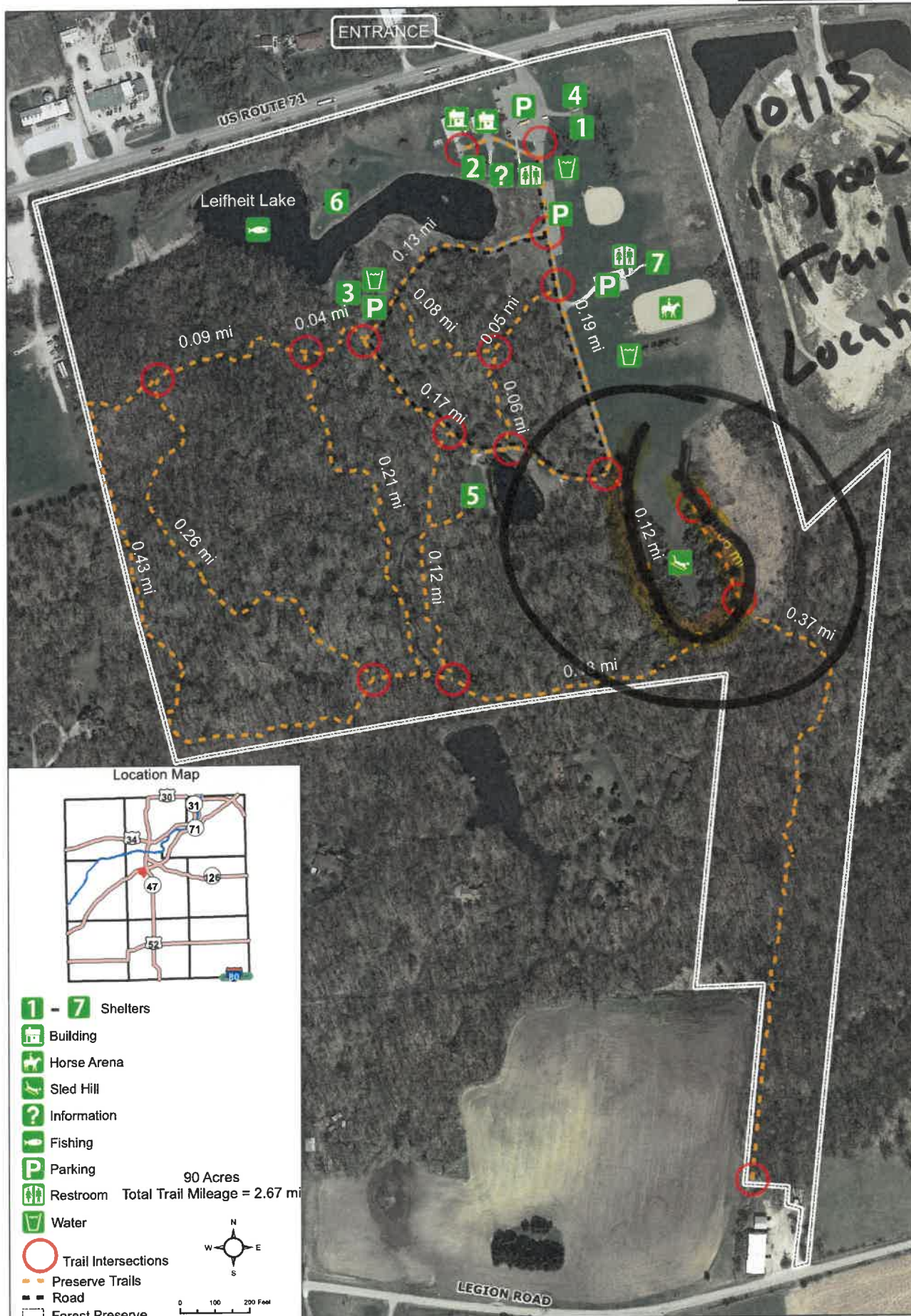
Name of Event *(Scout troops: please indicate Pack or Troop Number & Council)*
Kendall County Horse Association

Firewood: *Must be purchased from the Forest Preserve. (Collection from grounds or brought from outside is prohibited. Bundles contain approximately 30 pieces)*

Number of bundles requested: _____ Firewood: \$25.00 / bundle



Harris Forest Preserve





110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

Facility License Agreement

Page 1 of 1

Permit #: 24-00152
Contract Date: 04/26/2024
Use Type: Education Program
Description: LEAD Program
Registrar: Julia Granholm
Phone: (630) 553-4025
Email: kcforest@kendallcountyil.gov

Customer
KCFPD
KC FPD
110 W. Madison Street
Yorkville, IL 60560

Facility License Information

Location: Shelter 4 (includes Shelter 1) @ Harris Forest Preserve
 10460 Route 71
 Yorkville, IL 60560

Total Hours: 6.00

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
6/28/2024	Fri	9:00 AM - 3:00 PM	Shelter 4 (includes Shelter 1) Package Flat (Head Count: 50)	1.00	Each	\$0.00	\$0.00	\$0.00

Total Hours	6.00
Total Fees	\$0.00
Total Sec Dep	\$0.00
Total Tax	\$0.00
Rental Total	\$0.00

Facility License Terms and Conditions

Permittee has read, signed and agrees to all enclosed documentation. The undersigned, their organization and its members (the Permittee), in consideration for the use of the above described facilities, agree to hold Owner harmless from all loss and/or damage resulting from the use of the facility. Facility Rental Contract (Permit) and Security Deposit, where applicable, is due at time reservation is made. Full Rental Fee is due 60 calendar days prior to event date.

Signature: _____

Date: _____

For day of questions/concerns, please call 630.746.1005 (Shelter rentals), 630.774.1683 (Meadowhawk Lodge, Campsite, and Bunkhouse rentals)

For rental emergencies contact the Grounds and Natural Resources Division Supervisor, Antoinette White at (630) 746-1005.



What is LEAD YOUTH?

Law enforcement officers nominate local youth to participate in a free week-long Summer Camp. The goal of this program is to foster teamwork, enforce citizenship, and provide opportunities to interact with law enforcement officers and caring adult mentors.



Who is Lead Youth?

We are 5 local police departments in partnership with the Fox Valley Family YMCA working together to cultivate positive relationships and interactions between police officers and the children in the communities they serve.



You've been invited to Participate

Week of June 24th



Local law enforcement agencies and the Y have planned a week of summer activities and hope you will accept this invitation to join in on the fun!

Details

LEAD Youth Camp runs from 9:00 am - 3:30 pm with additional care provided by the FVFY's Summer Camp program from 6:30 am to 6:00 pm. Drop-off and pick-up will be at the Fox Valley Family YMCA in Plano.

What to bring

- Backpack
- Water Bottle
- Sun Protection - sunscreen/hat

What is provided

- Breakfast, Lunch & Snack
- Full Day Care
- Indoor & Outdoor Activities
- LEAD Youth t-shirt

What to look forward to

- Altitude Trampoline Park
- Fishing at a local Forest Preserve
- Chalk with a Cop
- Touch-a-Truck
- Field Games
- Bowling
- and more!


Scan to view
YMCA Summer Camp
handbook



Please fill out the attached registration packet and return to the Fox Valley Family YMCA in Plano.

LEAD Youth follows policies and procedures outlined in the YMCA Summer Camp handbook. For more information, contact Mike Rosales, the Y's School Age Child Care Director at mrosales@foxvalleymca.org or 630-552-4100 x233.

LAW ENFORCEMENT



LEAD YOUTH

KENDALL COUNTY | MONTGOMERY
OSWEGO | PLANO | YORKVILLE

**ENGAGING IN ACTIVITIES DEVELOPING YOUTH
EST. 2022**



2024 LEAD YOUTH SUMMER CAMP

- Available to students who have been nominated by their local police department.
- Participate in a week-long summer camp organized by LEAD Youth.
 - Activities Include: Fishing, Field Games, Bowling, K-9 Unit, Touch-A-Truck, and more!
 - Have Fun!

Please provide the required information to reserve a space in the upcoming LEAD Youth Summer Program. This program is by invitation only.

Child's Name _____ Grade 2024/25 ____ Birthdate: ____ / ____ / ____ Tshirt Size: ____

Address _____ City _____ State ____ Zip _____

Phone _____ Email _____

Child lives with: Both Parents Mom Dad Other _____

Attending: week of June 24th

STAFF ONLY

Received by _____

Date _____

INFORMATION ON PARENT(S) / GUARDIAN(S)

Primary Guardian _____ Relationship _____

Authorized to release child to: Yes No Place of Employment _____

Primary Phone _____ Secondary Phone _____ Email _____

Secondary Guardian _____ Relationship _____

Authorized to release child to: Yes No Place of Employment _____

Primary Phone _____ Secondary Phone _____ Email _____

EMERGENCY CONTACT / ADDITIONAL PICKUPS

Name _____ Relationship _____

Authorized to release child to: Yes No

Primary Phone _____ Secondary Phone _____

Name _____ Relationship _____

Authorized to release child to: Yes No

Primary _____ Secondary _____

CUSTODY

Please alert the Y of child custody arrangements. It is imperative that official, current court documents are submitted to your child's file if custody or visitation is a concern. Without court orders, we cannot withhold a child from his/her parent. Based on the information that you share with the School Age Child Care Director, he/she will tell you if additional documentation is required. Contact the Y's School Age Child Care Director at mrosales@foxvalleymca.org regarding child custody arrangements.

CHILD HEALTH INFORMATION

Child's Name _____ Gender M F

Does your child have any allergies? Yes No Epi-pen required? Yes No

If yes, please explain allergy, reaction and severity:

Does your child have any disability, chronic or recurring illness or conditions, i.e. asthma, diabetes, lactose intolerance, etc? Yes No

If yes, please explain: _____

Current Medications: _____ Medical Authorization form has been completed. (if meds are needed)

My child has the following special needs (i.e., ADD, Autism, etc): _____

Accommodations received: _____

The following accommodations may be required to most effectively meet my child's needs during Summer Day Camp:

PROGRAM POLICIES AND AUTHORIZATIONS

This page contains a summary of the various sections of the parent handbook available at foxvalleymca.org. The information contained below and herein is complete and correct, and that the referenced child or children are able to engage in all activities except where limitations have been noted.

Please read and sign after the following list of policies and authorizations:

- The Fox Valley Family YMCA agrees to provide child care Monday–Friday from 6:30am until 6:00pm. This care includes morning snack, lunch and an afternoon snack. Nut free lunches may be brought from home.
- I understand that the YMCA's supervision for my youth begins when my child arrives at Summer Camp and is checked in by the YMCA personnel.
- I understand that the YMCA's responsibility for my child ends when an authorized adult or myself has signed out my child from the YMCA program.
- I understand that I am not to leave my child at the Summer Camp site unless released to a YMCA staff person who is there to receive and supervise my child.
- I understand that I have the right to visit the YMCA program at any time to observe the program and my child's participation in the program.
- The YMCA agrees to keep parent/guardian informed of any incidents, including; illness, injuries, exposure to communicable diseases.
- I give permission for the YMCA to administer basic first aid, and in the event of an emergency, to secure a physician for emergency medical treatment for my child. I understand that a conscious effort will be made to contact the parent/guardian before seeking treatment. I understand and accept that this expense is my responsibility, as the YMCA does not carry accident insurance for participants. I understand it is my responsibility to carry primary accident insurance.
- I give permission for the YMCA to contact the emergency contacts listed in the event they are unable to reach the parent/guardian.
- I understand that my child must be signed in/out and escorted in/out of the program daily, by an adult over the age of 18.
- I understand the YMCA will only release my child to the parents/guardians and contacts listed on this form. I understand that I must provide in writing, authorization for my child to be picked up by someone other than the individuals listed on this form. ID must be provided.
- I understand that before any medication is dispensed to my child, a medical authorization form must be completed. All medication must be in its original container. The YMCA staff will keep a written verification log of date, time, and staff member who administer the medication and any reactions to the medication.
- I acknowledge it is my responsibility to keep the YMCA advised of any changes to my child's enrollment form to include but not limited to; addresses and phone numbers of all individuals, change in work location, family doctor, allergies and other health information. I agree to provide this information to the YMCA at the time of the changes.
- I understand that it is mine and my child's responsibility to know and abide by all policies and procedures included in the Parent Handbook available at foxvalleymca.org
- I understand that my child may be photographed, video taped and/or recorded by YMCA staff or their representatives and used in their general publicity materials.
 « If you do not agree to having your child photographed by YMCA staff or their representatives, please check this box and initial _____
- I understand that my child will participate in character development activities.
- I understand that the YMCA staff and volunteers are not allowed to baby-sit, socialize or transport children at any time outside of the YMCA program. (YMCA will take immediate staff and volunteer disciplinary action if a violation occurs.)
- I understand that the YMCA is mandated by state law to report any suspected child abuse or neglect to the appropriate authorities for investigation.
- I understand that neither the YMCA nor its representatives including any law enforcement agency staff can be held responsible in the event of an accident, injury, or accidental death. I understand that all precautions will be taken to ensure the safety and health of my youth.
- The registering parent/guardian is the only authorized party to make changes to their child(s) records. All attendance, enrollment, and other documents will be provided only to the adult who signs the child up for the program. The registering parent/guardian may choose to authorize another person to make changes to their child(s) records. Parenting plans will be honored to the extent feasible and requires legal documentation.
- I understand that the YMCA and staff employed by the YMCA will not become involved in any custodial disputes between parent/guardian. If YMCA documents are requested, the court must request them. The staff's responsibility is to provide a safe environment for children.
- I understand that the YMCA may terminate my child's enrollment for any of the following reasons:
 - Behavior that is destructive to property and/or refusal to replace said property.
 - Any single incident that is deemed by the YMCA to be harmful, dangerous, or disruptive.
 - Harassment, violent behavior or threat of such behaviors against a staff person or other member by parent/guardian or persons associated to the child (family member, friend, relative, etc.).
 - Parent/Guardians are late picking up child after program ends.
 - Failure to adhere to the sign in/sign out policies.
 - Behavior that is continually disruptive or dangerous to self and/or others.

Agreement to adhere to the Policies/Procedures and expectations: I acknowledge the above referenced youth, and I have read and discussed the established policies and procedures and behavioral expectations as stated in the Parent/Youth Packet. Further, we agree to abide by these policies and procedures and behavioral expectations and understand that failure to do so could result in dismissal from the program.

By initialing the policies and authorization statements above and signing below, I acknowledge that I have read and understand the policies/guidelines and agree to abide by them.

Parent/Guardian Signature _____ Date _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(as listed in the YMCA membership form)

In consideration of being permitted to utilize the facilities, services, and programs of the YMCA for any purpose including but not limited, to observation or use of facilities or equipment, or participation in any off site program affiliated with the YMCA, the undersigned hereby agrees to the following:

I am an adult over 18 years of age and wish to participate in the Fox Valley Family YMCA activities. In addition, I give my children permission to participate in the Fox Valley Family YMCA activities. I understand that even when every reasonable precaution is taken, accidents can sometimes happen. Therefore, in exchange for the YMCA allowing me to participate in YMCA activities, I understand and expressly acknowledge that I release the Fox Valley Family YMCA and its staff members, directors, volunteers, board members, guests and members from all liability for any injury, loss, or damage connected in any way whatsoever to my (or my children's) participation in the YMCA activities, whether on or off YMCA premises. I understand that this release includes any claim based on negligence, action or inaction of the Fox Valley Family YMCA, its staff, directors, volunteers, board members, guests and members. This frees the YMCA and its agents from all liability to the undersigned or such children and/or other family members for any loss or damage, and any claim or demands on account of injury to the person, or property, or the result of death of the undersigned or such children and/or family members whether cause by negligence of the YMCA or its agents. This includes activities when the undersigned or such children are participating in YMCA programs, whether at the YMCA, off site or in any way using any YMCA equipment or structures. This also releases the YMCA and its agents from all liability to the undersigned and such children for any loss or damage, claim or demands on account of injury or death to those using any part of the YMCA for basic membership use, whether at the YMCA or off site. I hereby assume full responsibility for risk of bodily injury, death, or property damage to the undersigned or such children. I understand that the YMCA is not responsible for personal property lost or stolen while members and or program participants are using YMCA facilities or are on YMCA premises, either on site or off site. I also authorize the YMCA to perform any and all background checks on myself or my family as stated by the fair credit report. I have read and am voluntarily signing this waiver. I understand that Annual Memberships are non-refundable. I give permission to the Fox Valley Family YMCA to use limitation and obligation, photographs, film footage, or tape recordings which may include my image or voice for purposes of promoting or interpreting YMCA programs or membership.

ACCEPTANCE: The undersigned further expressly agrees that the foregoing RELEASE and WAIVER and INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

PARENT/GUARDIAN SIGNATURE

DATE

TRAVEL

I authorize my child to participate in walking trips and summer camp activities, including field trips, and travel on YMCA arranged transportation.

PARENT/GUARDIAN SIGNATURE

DATE





110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

Facility License Agreement

Permit #: 24-00037 Page 1 of 6
 Contract Date: 01/31/2024
 Use Type: Other
 Description: GCEP Partner Meeting
 Registrar: Julia Granholm
 Phone: (331) 223-2075 / (630) 381-9574
 Email: tvolker@kendallcountyil.gov

Customer **KC Planning, Building & Zoning**
Todd Volker
111 W. Fox Street
Yorkville, IL 60560

Facility License Information

Location: Meeting Room @ Pickerill-Pigott House **Total Hours:** 3.25
 6350 Minkler Road
 Yorkville, IL 60560

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
6/20/2024	Thu	1:00 PM - 1:30 PM	Set-up - Client Hourly (Head Count: 20)	.50		\$0.00	\$0.00	\$0.00
6/20/2024	Thu	1:30 PM - 3:30 PM	Pickerill-Pigott Meeting Room - Hourly Hourly (Head Count: 20)	2.00	Hours	\$0.00	\$0.00	\$0.00
6/20/2024	Thu	3:30 PM - 4:15 PM	Clean-up - Client Hourly (Head Count: 20)	.75		\$0.00	\$0.00	\$0.00

Client Set up: 1-1:30pm
 Client Event: 1:30-3:30pm
 Client Clean up: 3:30-4:15pm

Total Hours	3.25
Total Fees	\$0.00
Total Sec Dep	\$0.00
Total Tax	\$0.00
Rental Total	\$0.00

Facility License Terms and Conditions

For day of questions/concerns, please call 630-746-1005 or 630-488-1716

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:

Pickerill-Pigott Estate 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 \$1250.00. 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.

Julia J. Granholm

From: Todd Volker
Sent: Tuesday, April 30, 2024 11:09 AM
To: Antoinette White; Julia J. Granholm
Cc: David Guritz; Matt Asselmeier; Christina Burns
Subject: June 20 GCEP mtg Pickerell House

Slight adjustment made by the GCEP folks we're hosting in June. The organization plans to hold its monthly meetings from 1:30-3:30 p.m., changing the time.

Can we adjust our use of the Pickerell property because of this? I'm assuming we would be there a half hour early to setup, etc., so likely the full use would be 1-4:15 p.m. or so on June 20. Please let me know at your early convenience if this can be done. Many thanks.

Todd D. Volker

Economic Development Coordinator
Kendall County
111 West Fox Street
Yorkville, Illinois 60560-1498
tvolker@kendallcountyil.gov

Direct Line: (630) 381-9574
Cell: (331) 223-2075





Kendall County Forest Preserve District

2024 Roof Replacements and Re-Sealing Project

1. Hoover Forest Preserve - Old Shop Building Roof Replacement
2. Baker Woods Forest Preserve – Ellis House and Attached Garage
(Includes building envelope re-sealing)

Invitation to Bid (ITB) Number: 24-06-001

Thursday, May 30, 2024

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SECTION 1: INTRODUCTION

A. DEFINITIONS:

“Addenda” or “Addendum” means written or graphic instruments issued by the Kendall County Forest Preserve District (“District”), which by additions, deletions, clarifications or corrections, modify or interpret the Bidding Documents. All Addenda shall be incorporated herein by reference as part of the ITB.

“Bid” means a complete and properly executed proposal to complete the Project for the sums stipulated therein, submitted in accordance with the Bidding Documents.

“Bidder” means a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

“Bidding Documents” means this ITB, all Addenda, the project manual and the drawings of the Project, which shall hereinafter be referred to collectively as “Bidding Documents”.

“District” means the Kendall County Forest Preserve District and its elected officials, departments, employees, and agents.

“ITB” means this Invitation to Bid and any documents specifically incorporated by reference or attached hereto.

“Project” means the Scope of Work described in the Bidding Documents.

“Project site” means the location where the Project will be performed, which is the following locations: Hoover Forest Preserve 11285 W. Fox Road, Yorkville IL, 60560 and Baker Woods Forest Preserve – Ellis House and Equestrian Center 13986 McKanna Rd, Minooka, IL 60447

B. SCOPE OF WORK:

The District, seeks a qualified business to provide the following scope of services in accordance with the requirements set forth in this ITB and the Bidding Documents:

1. Full roof replacement of the “Old Shop” building roof at Hoover Forest Preserve in accordance with the architectural blueprints.
 - a. Tear-off of the existing shingles.
 - b. Replacement of existing decking boards (1” X 6” sheathing run diagonally) as needed (bidders shall include in base bids the replacement costs for ___ linear feet of decking boards, with any additional replacements completed based on Bidder’s extended per unit costs.
 - c. Replacement of roof ridge vent.
 - d. Installation of ice protection.
 - e. Installation of asphalt shingles (Architectural - Owens Corning® TruDefinition® Duration®, or equivalent) on 15# felt.
2. Full roof replacement of the “Ellis House” building roof at Baker Woods Forest Preserve (includes the attached garage) in accordance with the architectural blueprints.
 - a. Removal of decorative cupulas (X2).
 - b. Removal of two North Elevation skylights (X2) including installation of decking boards, and re-roofing.
 - c. Removal, conservation, and replacement of all existing copper gutters and downspouts.

- d. Removal, conservation, and replacement of all existing copper weathervanes.
 - e. Tear-off of all existing shingles.
 - f. Replacement of 4' X 8' decking boards (1/2" or 5/8" sheathing) as needed (bidders shall include in base bids the replacement costs for ___ number of decking boards, with any additional replacements completed based on Bidder's extended per unit costs.
 - g. Replacement of roof ridge vent.
 - h. Installation of ice protection.
 - i. Installation of asphalt shingles (Architectural - Owens Corning® TruDefinition® Duration®, or equivalent) on 15# felt.
3. Removal of existing sealant, and re-sealing of all outside facing windows and door frames, trim boards, and EIFS joints, including (DOWSIL™ EIFS Weatherproofing Sealant; DOWSIL™ Contractors Weatherproofing Sealant – Color – “Sandstone”), or equivalent.

The successful Bidder will be required to enter into a contract with the Kendall County Forest Preserve District, with all project work completed no later than November 30, 2024. The successful Bidder will be required to schedule the re-roofing of the Ellis House with the District in order to avoid conflicts with scheduled programs and events.

DRAWINGS AND SPECIFICATIONS INCORPORATED BY REFERENCE

- 1. Maintenance Building Plan Set – Perkins & Will, Architects and Engineers - Revised December 4, 1961
- 2. Ellis Residence Plan Set – Aux Sable Creek Farm, Tim Manning – Architect – April 6, 1995

Minority business firms are encouraged to submit Bids on the Project, and Bidders are encouraged to utilize minority businesses as sub-contractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Bids for the Project.

C. BASIS OF BIDS:

Bids will be a single contract, stipulated sum.

The specifications described herein are what the District has determined are necessary to meet the performance requirements of the District. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, alternate bids must be clearly marked as such and deviations from the specifications must be plainly noted. The bid must be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the District's sole discretion, and it shall be the District's sole decision whether to accept an alternate or not.

Unit prices shall be shown for each item as applicable and for which vendor is offering a bid. The unit price shall include all packing, crating, freight/shipping charges, and cost of unloading supplies at destination unless otherwise expressly stated in the Bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in the extension of price, the unit price shall govern. All prices must be typewritten or written in ink adjacent thereto and initialed in ink by the party signing the Bid.

D. IMPORTANT DATES:

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
May 30, 2024	Bidding Documents available at Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560, and on the Kendall County website using the following link: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585
June 13, 2024	Pre-Bid Meeting (Optional) at 10:00 AM at Kendall County Forest Preserve District Headquarters 110 W. Madison Street Yorkville, IL 60560
June 20, 2024	Questions due to David Guritz, Executive Advisor no later than 12:00 p.m. (CST)
June 21, 2024	Questions answered via addendum and posted on the County's website no later than 4:00 p.m. (CST) and also at Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560
June 26, 2024	Sealed Bids due no later than 4:00 p.m. (CST)
June 26, 2024	Bid opening conducted at 4:00 p.m. (CST) at Kendall County Forest Preserve District Headquarters 110 W. Madison Street Yorkville, IL 60560

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

Bidding Documents available at Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560, and on the Kendall County website using the following link on May 30, 2024:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585>

F. PRE-BID MEETING:

A pre-bid meeting and tour of the Project sites will begin promptly at 10 am on June 13, 2024 at the Kendall County Forest Preserve District's main office located in the Kendall County Historic Courthouse at 110 W. Madison Street Yorkville, IL 60560. Prospective Bidders should meet at main office, and will then travel to Hoover Forest Preserve to inspect the "Old Shop" at 11285 W Fox Rd, Yorkville, IL 60560 and Ellis House and Equestrian Center at 13986 McKanna Rd, Minooka, IL 60447. All Prospective Bidders are requested to attend.

G. ADDENDUM:

Any and all changes to the Bidding Documents are valid only if they are included by written addendum to all Bidders. Addenda are written instruments issued by the District prior to the date for receipt of Bids, which modify or interpret the Bidding Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the Bidding Documents. Only David Guritz, Executive Advisor of the Kendall County Forest Preserve District has the authority to issue an addendum for these Bidding Documents.

No interpretation of the meaning of the plans, specifications, or other Bidding Documents will be made orally. All Addenda will be posted at the District's main office located at 110 W. Madison Street Yorkville, IL 60560, and online using the vendor registry portal for the project using the following link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585>

Each Bidder shall confirm prior to submitting a Bid that all Addenda issued by the District have been received and, by submission of a Bid, such act shall be taken to mean that such Bidder has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the Bidding Documents and Addenda. Failure of the Bidder to receive and review any addendum or interpretation issued by the District shall not relieve the Bidder from the obligation under their Bid as submitted. Failure of a Bidder to request an

interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Bidder to submit a Bid improperly.

H. QUESTIONS

Should a Bidder require any additional information about this ITB or any other Bidding Documents, such questions should be directed in writing to the District. All questions should be sent to:

Kendall County Forest Preserve District
Attention: David Guritz, Executive Advisor
E-mail address: dguritz@kendallcountyil.gov

Questions must be received by the District at the above-referenced email address no later than 12:00 p.m. (CST) on June 20, 2024.

Questions timely received by the District will be answered at the discretion of the District. Any answers provided by the District will be given by means of an addendum published. All Addenda will be posted at the District's main office located at 110 W. Madison Street Yorkville, IL 60560, and online using the vendor registry portal for the project using the following link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585> and sent to all Bidders.

SECTION 2: SUBMITTAL OF BIDS

A. Submittal of Sealed Bid

All Bidders must submit one (1) original and one (1) copy of their Bid in a sealed package plainly marked in the lower left-hand corner “Bid for 2024 Roof Replacements and Re-Sealing Project.”

If a Bid is submitted by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof. Failure to submit a Bid in a properly marked, sealed package may eliminate the Bid from consideration.

The sealed Bid must be addressed and delivered to:

Kendall County Forest Preserve District
Attention: David Guritz, Executive Advisor
Address: 110 W. Madison Street Yorkville, IL 60560

Sealed Bids must be received by the District no later than 4:00 p.m. on June 26, 2024 (hereinafter referred to as the “Due Date”). Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bid. Bids received after the Due Date will not be considered and shall be marked “Late” and returned to the Bidder unopened.

B. Modification or Withdrawal of Bids:

Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by sending written notice to the person designated to receive Bids on behalf of the District. Such notice must be received by the District on or before the date and time set for receipt of Bids. The person receiving Bids shall verify that the replaced/withdrawn Bid is removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

C. Opening of Sealed Bids:

The sealed Bids timely received by the District shall be opened and publicly read on **June 26, 2024 at 4:00 p.m. at 110 W. Madison Street, Yorkville, Illinois 60560**. Each sealed Bid received by the District shall be analyzed to ensure that all stipulations have been satisfied by the Bidder. The results shall be recorded and forwarded with all Bidding Documents to the appropriate District official. Bidder attendance is NOT required at the opening of sealed Bids.

SECTION 3: INSTRUCTIONS TO BIDDERS

A. **What Information Must Be Included In The Bids:** All Bids must comply with the following requirements:

1. The Bidder must complete and include all of the following documents with their Bid:
 - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the ITB as Exhibit A)
 - A 10% Bid Surety bond as required in the Bidding Documents.
 - Completed Bid Forms (the Bid Forms are attached to the ITB as Exhibit B)
 - All other requirements included in the Bidding Documents
2. All sealed Bids must be comprehensive and complete for the services requested in the Bidding Documents. All Bids shall provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of the Bidding Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Bidder shall be specified in the completed Bid Forms. Any reduction or donation provided by a Bidder to the District shall not relieve Bidder of their obligations to comply with existing local, state or federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*). The District shall only consider any reduction or donation in determining the lowest responsible Bidder to the extent that the reduction or donation effects the stipulated sum Bid by a Bidder.
4. The "Terms and Conditions" set forth in the Bidding Documents will apply to the contract between the District and the successful Bidder. By submitting a Bid, a Bidder agrees to the Terms and Conditions. Any Bid that conflicts with the Terms and Conditions may be deemed an unresponsive Bid.
5. All sealed Bids shall be submitted on forms included in these Bidding Documents unless otherwise specified.
6. All information requested on 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.
7. The District will not be responsible for any expenses incurred by the Bidder in preparing and submitting Bids.
8. The Bidder must sign their Bid in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Bidder. The name of each person signing should be typed or printed below the signature.
9. The individual signing the document for the Bidder shall initial all erasures and/or corrections in their sealed Bid.
10. All variations to the stated specifications must be described in detail (free from ambiguity).

11. All Bidders must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Bidders shall be prepared to furnish evidence of the foregoing upon request.
12. The Bidder acknowledges that all materials submitted with the Bid become the property of the District and, as such, may be available to the public pursuant to applicable law.
13. The Bidder is expected to comply with the true intent of this ITB and the Bidding Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the District. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify the District in writing, and the District will issue written corrections or clarifications. The Bidder is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB and Bidding Documents. Bidder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Bidder in the process of putting the Bid together.

B. Modification or Interpretation of Bidding Documents:

The Bidder acknowledges that some of the existing conditions shown in the Bidding Documents are presented for information as an approximation and are not a substitute for the Bidder's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Bidder from any of the requirements of the Bidding Documents or any contract entered into by the District and the successful Bidder.

The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the District of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these Bidding Documents.

C. Bid Surety:

All bidders are required to submit a bid surety with their Bid. The amount of the bid surety shall be ten percent (10%) of the total bid price and in the form of a bid bond. The Bidder shall pay all premiums and costs associated with this Bid surety.

D. Award of Bid:

It is the intent of the Kendall County Forest Preserve District to award the Bid to the lowest responsible bidder who has met all specifications, terms, and conditions of this ITB and all other Bidding Documents. The District reserves the right to issue its award on a per item basis or total low bid overall. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the District, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This ITB process is for the District's benefit only, and it is intended to provide the District with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the District's discretion. By submitting a Bid, Bidder acknowledges the District's decision is final, binding, and conclusive upon the Bidder for all purposes.

All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the due date for submittal of sealed bids, unless, upon the District's request, the Bidder agrees in writing to an extension.

The failure of a Bidder to promptly supply information requested in the Bidding Documents may result in the Bidder being eliminated from consideration.

The District reserves the right to reject any or all bids, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the Bidding Documents, or to supplement, amend, or otherwise modify the Bidding Documents, without notice. The District may seek additional information or clarification from a bidder at any time and failure to respond promptly may be cause for rejection of the bid.

The District reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. The Bidder's failure to agree to the Terms and Conditions included in the Bidding Documents or to otherwise meet the requirements of the Bidding Documents may result in the disqualification of the Bidder's bid from further consideration as an unresponsive bid.

E. Execution of Contract:

The accepted Bid shall be contracted by the District for the total stipulated sum set forth in the accepted Bid. The District will not be responsible for any additional charges above the accepted Bid unless additional services are negotiated and accepted by the Kendall County Forest Preserve District by written addendum to the original contract.

The contents of the Bid submitted by the successful Bidder and the Bidding Documents (including, but not limited to the Terms and Conditions set forth below in this ITB) will become a part of the contract awarded as a result of the Bid process.

Notwithstanding any delay in the preparation and execution of the contract, each Bidder shall be prepared, upon written notice of Bid acceptance, to commence work within ten (10) calendar days following receipt of official written order of the District to proceed, or on date stipulated in such order.

F. Prevailing Wage Notice:

This project 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 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/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. The successful Bidder will be required to ensure that all of its contractors and subcontractors rendering services under the contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

SECTION 4: TERMS AND CONDITIONS

The Bidder's failure to agree to the following terms and conditions may result in the disqualification of the Bidder's proposal from further consideration as an unresponsive Bid.

By submitting a Bid, Bidders represent that:

1. Bidder has read and understands the Bidding Documents;
2. Bidder understands how the Project relates to other renovations being completed by the District at the Project site, which may be concurrently bid, or presently under construction at the Project site;
3. The Bid complies with the Bidding Documents;
4. Bidder has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Bidder's observations with the requirements of the Bidding Documents and the Bidder's Bid; and
5. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents, as may be amended by written addendum, without exception.

By submitting a Bid, Bidders agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between the Kendall County Forest Preserve District and the successful Bidder:

1. These Terms and Conditions, along with the ITB, the Bidding Documents, and the Bidder's Bid, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the ITB, the remaining portions of the Bidding Documents, and the Bidder's Bid.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the District but no later than November 30, 2024 or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
3. Pursuant to, and as set forth in this Agreement, Bidder will provide the District the following services:
 1. Full roof replacement of the "Old Shop" building roof at Hoover Forest Preserve in accordance with the architectural blueprints.
 - a. Tear-off of the existing shingles.
 - b. Replacement of existing decking boards (1" X 6" sheathing run diagonally) as needed (bidders shall include in base bids the replacement costs for ___ linear feet of decking boards, with any additional replacements completed based on Bidder's extended per unit costs.
 - c. Replacement of roof ridge vent.
 - d. Installation of ice protection.
 - e. Installation of asphalt shingles (Architectural - Owens Corning® TruDefinition® Duration®, or equivalent) on 15# felt.
 2. Full roof replacement of the "Ellis House" building roof at Baker Woods Forest Preserve (includes the attached garage) in accordance with the architectural blueprints.
 - a. Removal of decorative cupulas (X2).

- b. Removal of two North Elevation skylights (X2) including installation of decking boards, and re-roofing.
 - c. Removal, conservation, and replacement of all existing copper gutters and downspouts.
 - d. Removal, conservation, and replacement of all existing copper weathervanes.
 - e. Tear-off of all existing shingles.
 - f. Replacement of 4' X 8' decking boards (1/2" or 5/8" sheathing) as needed (bidders shall include in base bids the replacement costs for ___ number of decking boards, with any additional replacements completed based on Bidder's extended per unit costs.
 - g. Replacement of roof ridge vent.
 - h. Installation of ice protection.
 - i. Installation of asphalt shingles (Architectural - Owens Corning® TruDefinition® Duration®, or equivalent) on 15# felt.
3. Removal of existing sealant, and re-sealing of all outside facing windows and door frames, trim boards, and EIFS joints, including (DOWSIL™ EIFS Weatherproofing Sealant; DOWSIL™ Contractors Weatherproofing Sealant – Color – “Sandstone”), or equivalent.

(Hereinafter referred to collectively as “the Scope of Work” or “the Project”).

4. As consideration for the services to be performed by Bidder pursuant to the terms and conditions set forth in this Agreement, the District agrees to pay Bidder as follows:
1. 20% of base bid following award of contract
 2. 30% of base bid at 50% completion.
 3. 40% of base bid at 95% completion.
 4. 10% of base bid at 100% completion.

The District shall not be responsible for any costs in excess of the payment schedule set forth above unless the District agrees to said increase in writing before such expense is incurred. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. The District reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Bidder, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both the District and the Bidder. The District will not pay for verbal change orders. Bidder must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the District *before* proceeding with any additional work or any variations in specified materials. Furthermore, Bidder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be rebid in same manner as the original contract. *See* 50 ILCS 525/5. Bidder also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the District. *See* 720 ILCS 5/33E-9.
6. Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the District. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder's officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder's officers, employees and/or agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents and agrees the District is not

responsible for providing any insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents. Bidder hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the District, its board members, officials, employees, insurers, and agents for any alleged injuries that Bidder, its officers, employees and/or agents may sustain while performing services under the Agreement. Bidder shall exercise general and overall control of its officers and employees.

7. For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the District's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Bidder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Bidder agrees that the individual shall not be assigned to perform work on or at the District's properties and/or facilities absent prior written consent from the District. The District, at any time, for any reason and in the District's sole discretion, may require Bidder, Bidder's contractors, and Bidder's subcontractors to remove any individual from performing any further work under this Agreement. Should the District have a complaint regarding the performance of the services or the behavior of Bidder's officers, employees, contractors, subcontractors, and/or agents performing services under this Agreement, or should the District request a change in the manner in which services are being performed pursuant to this Agreement, the District shall transmit the same to the Bidder's on-site foreman and/or to any other member of Bidder's management, who shall take immediate action and shall promptly resolve the problem to the District's satisfaction. Bidder's failure to take immediate action and/or to resolve the problem to the District's satisfaction shall be considered a material breach of the Agreement.
8. Bidder shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Bidder of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Bidder in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Bidder'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 Agreement.
9. Bidder will obtain and continue in force, during the term of this Agreement, all insurance as set forth below:
 - a. 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 District at the address set forth herein.
 - b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

- i. Commercial General Liability (“CGL”): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, 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 \$2,000,000.
 - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
 - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Bidder has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - iv. Workers’ Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)
 - v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Bidder’s profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- c. If Bidder maintains broader coverage and/or higher limits than the minimums shown above, the District shall be entitled to the broader coverage and/or the higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. The District and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Bidder 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 Bidder’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - d. For any claims related to this Agreement, the Bidder’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Bidder’s insurance and shall not contribute with it.
 - e. Bidder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Bidder may acquire against Releasees by virtue of the payment of any loss under such insurance. Bidder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
 - f. Self-insured retentions must be declared to and approved by the District. The District may require the Bidder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

- g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
 - h. Bidder shall furnish the District 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 the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - i. Subcontractors: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder shall ensure that the District is an additional insured on insurance required from subcontractors.
 - j. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
10. 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 may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, 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.
11. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the District, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
12. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the District upon written notice delivered to Bidder at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.

13. Bidder agrees to comply with all applicable federal, state or 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, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
14. 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 the Bidder and Bidder’s contractors and subcontractors to pay their respective laborers, workers and mechanics performing services on this public works project 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 Bidder and Bidder’s contractors and subcontractors have 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. The Bidder and all of the Bidder’s contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties. Failure to comply with all applicable requirements of the Act will be considered a material breach of this Agreement.
15. When applicable, Bidder 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.*
16. Bidder, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Also, Bidder and Bidder’s subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
17. All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the District. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
18. Bidder hereby waives any claim of lien against subject premises on behalf of Bidder, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Bidder shall tender to the District a final waiver of lien for all subcontractors and/or suppliers.
19. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
20. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal

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

21. In the event the District is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the District's obligations under this Agreement during said fiscal period, the District agrees to provide prompt written notice of said occurrence to Bidder. In the event of a default due to non-appropriation of funds, the District has the right to terminate the Agreement upon providing thirty (30) days written notice to Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
22. 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 the District, to the District's Representative, David Guritz, Executive Advisor at kcforest@kendallcountyil.gov (630) 553-4131], with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Bidder, to:

23. Bidder certifies that Bidder, 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). Bidder further certifies by signing the Agreement, the Bidder, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Bidder affirms that Bidder has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Bidder's company been so convicted nor made such an admission.
24. Both parties affirm no Kendall County Forest Preserve District officer or elected official has a direct or indirect pecuniary interest in Bidder or this Agreement, or, if any Kendall County Forest Preserve District officer or elected official does have a direct or indirect pecuniary interest in Bidder or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the Kendall County Forest Preserve District is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the District is required to use the services of an attorney, then the Kendall County Forest Preserve District shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the District pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
26. Bidder shall be responsible for the protection of all work including, but not limited to, all work performed by Bidder, Bidder's employees, subcontractors and agents until its completion and final acceptance by the District, and shall at Bidder's own expense replace damaged or lost materials or repair damaged parts of the work, and the Bidder shall be liable therefore. Bidder shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. Bidder may, however, be allowed a

reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Bidder shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Bidder or used under Bidder's direction during construction. Bidder shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the District.

27. When construction observation tasks or construction subcontracting are part of the service to be performed by the Bidder under this Agreement, the Bidder will include the following clause in any construction-related contract documents and Bidder agrees not to modify or delete it:
- Kotecki Waiver: Bidder (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 the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the Kendall County Forest Preserve District and its 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.
28. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the District must collect and electronically publish certain data from all vendors and subcontractors doing business with the District. To comply with this statutory obligation, the Bidder agrees to provide the District with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
1. Is the Bidder and/or any of the Bidder's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
 2. If the answer to Question (1) is "yes", does the Bidder and/or any of the Bidder's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 3. If the Bidder and/or the Bidder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?
29. Bidder 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.*
30. Should the total cost of the public work to be performed by Bidder pursuant to this Agreement exceed \$50,000.00, Bidder must furnish, supply and deliver a payment bond in the amount of \$80,000.00 to the District pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
31. The District and/or Bidder'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.

32. Bidder warrants to the District that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
33. 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”), Bidder, its consultants, contractors, subcontractors, and agents agree to employ Illinois laborers on this Project in accordance with the Illinois Workers Act. Bidder 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. Bidder understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
34. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the District, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.
35. 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.
36. The District and the Bidder 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. Furthermore, Bidder hereby affirms that Bidder is legally authorized to transact business in the State of Illinois.

SECTION 5: ENVIRONMENTAL ASSESSMENT INFORMATION

Asbestos Testing Results TBD

SECTION 6: PROJECT SPECIFICATIONS AND DRAWINGS

DRAWINGS AND SPECIFICATIONS INCORPORATED BY REFERENCE

1. Maintenance Building Plan Set – Perkins & Will, Architects and Engineers - Revised December 4, 1961
2. Ellis Residence Plan Set – Aux Sable Creek Farm, Tim Manning – Architect – April 6, 1995

SECTION 7: BID FORMS

EXHIBIT A — BID SUBMISSION COVER SHEET

ITB Number & Name _____

Bidder Name (printed): _____

Address: _____ City, State, Zip: _____

Bid Clarification Contact Person: _____ Telephone: _____

Email: _____

State of Incorporation: _____ Entity Type: _____

Federal Employer Identification Number (FEIN): _____

Any individual signing below hereby certifies they are an authorized representative of Bidder and that:

1. Bidder understands and accepts the requirements of this ITB and all Bidding Documents. By submitting a Bid, Bidder agrees to be bound by all requirements and terms and conditions set forth in the Bidding Documents.
2. Bidder acknowledges receipt of any and all Addenda to this ITB.
3. Bidder certifies all contents of the Bid (including any other forms or documentation, if required under the Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Forest Preserve District's Board of Commissioners, the Bidder acknowledges that by submitting this Bid offer and signing in the space below, the Bidder is contractually obligated to comply with all items in the Bidding Documents.

Authorized Signature

Date

(Printed Name and Title)

Email Address

EXHIBIT B - Bid Form

BIDDER'S NAME: _____

KENDALL COUNTY FOREST PRESERVE DISTRICT ITB NUMBER: #24-06-001 _____

ITB PROJECT NAME: 2024 Roof Replacements and Re-Sealing Project _____

1. COST OF WORK: The undersigned Bidder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the Bidding Documents, hereby affirms and agrees to enter into a contract with Kendall County Forest Preserve District to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work

FOR THE LUMP SUM OF _____ Dollars (\$ _____).

[Please include a breakdown of unit and total prices for items as required as an attachment to this Bid Form.]

2. COSTS: The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County Forest Preserve District for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Bidding Documents.

3. PROFESSIONAL REFERENCES: The undersigned shall provide at least three (3) professional references that can provide Kendall County Forest Preserve District with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.

4. BID BOND: All bidders are required to submit a bid surety with their Bid. The amount of the bid surety shall be ten percent (10%) of the total bid price. The undersigned's bid bond is attached to this Bid Form.

5. COMPLIANCE CERTIFICATIONS: By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

A. COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT: The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_____ (Initials)

B. COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT: The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a 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) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

_____ (Initials)

- C. **CERTIFICATION REGARDING BIDDER ELIGIBILITY:** The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

_____ (Initials)

- D. **NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Bid Form.

This Bid Form and all attachments are respectfully submitted this _____ day of _____, 2024.

Bidder's Name: _____

Mailing Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____ Website: _____

Type of Business Organization: *(Check the box that applies)*

Sole Proprietor

Corporation

LLC

Partnership

Limited Partnership

Other: _____

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Attested by: _____

Title: _____

Bidder's Professional References

As part of their Bid package, the Bidder must provide at least three (3) professional/client references for services the Bidder has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

Reference #2:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

Reference #3:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____



Tuesday, April 30, 2024

Proposal #2404357

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

Attention: Dave Guritz, Executive Advisor

Subject: **Proposal for Asbestos Bulk Sampling for Kendall County Forest Preserve District**

**Project Location: Hoover Forest Preserve – Old Shop & Well House
11285 W. Fox Road
Yorkville, IL 60560**

Dear Mr. Guritz,

Thank you for your continued interest in Midwest Environmental Consulting Services, Inc. (MEC). MEC will complete the following scope of work at the above location. The proposal is as follows:

Item One – Asbestos Bulk Sampling

- **Bulk Sample Collection**-Per IDPH and EPA rules and regulations, a minimum of three bulk samples will be collected per each homogeneous area.
- **Bulk Sample Analysis** - Bulk sample analysis will be completed through an independent laboratory that has been given accreditation by the USEPA in accordance with Sections 206 of Title II of the AHERA regulations. The laboratory will also be required to take part in the National Voluntary Laboratory Accreditation Program (NVLAP).
- **Final Report and Documentation** - After the inspection phase is completed, MEC will develop a final written letter/ report documenting our findings. Included in the report will be copies of all certifications and accreditations, assessments and quantification of materials, lab reports, and any potential response actions required in the future.

Item Two – Project Cost

Asbestos Bulk Sampling (standard turnaround): \$1,230.00*

*Asbestos bulk sampling project cost includes up to fifteen (15) PLM bulk samples of roofing materials and caulk to be collected. Additional samples collected, while on-site, will be billed accordingly. Samples to be analyzed with standard laboratory turnaround. If rush turnaround is required, sample cost will increase 100%.

Corporate Headquarters
2551 N. Bridge Street
Yorkville, Illinois 60560
P: 630-553-3989

Chicago Office
954 W. Washington Blvd.
Suite 425
Chicago, Illinois 60607
P: 312-535-3228

Peoria Office
3100 N. Knoxville Ave.
Suite 204
Peoria, Illinois 61603
P: 309-621-4680



Midwest Environmental Consulting Services, Inc. will provide an electronic copy of the final report. Hard copy reports will only be provided if requested by the Client.

Payment Method

Midwest Environmental Consulting Services, Inc.'s preferred method to receive payment is via our QuickBooks Payment platform. You are able to pay with ACH or with credit card using this platform. Our invoices will include a link that will allow you to access this platform and process your payment in a safe and secure manner. Once your signed proposal is received, a simple start up packet will be forwarded to you.

If you have any additional questions, please feel free to contact me at 630-553-3989.

Best Regards,
Midwest Environmental Consulting Services, Inc.

Barb Ward

Barb Ward
Vice President of Client Relations

By executing below, Client accepts and agrees to the proposal and attached Professional Services Agreement.

Name of Organization (Client)

Date

Signature of Authorized Person & Title

P.O. Number

Printed Name and Title

#2404357
Proposal Number

Terms: 30 days



PROFESSIONAL SERVICES AGREEMENT

In consideration of the mutual covenants and agreements set forth in this Professional Services Agreement (Agreement), Midwest Environmental Consulting Services, Inc. (MEC), and Client agree as follows:

1. **SERVICES.** MEC agrees to perform the professional engineering, consulting, training and other services described in Proposal No: 2404357 dated 4/30/2024 (the Proposal), and all modifications and amendments thereto, including any special qualifications, conditions, and/or limitations, are incorporated into this Agreement by reference and are subject to the terms of this Agreement. This Agreement and the Proposal may be modified only in writing signed by MEC and the Client.
2. **FEES FOR SERVICES.** Client shall pay MEC the full amount of the cost quoted for services in the Proposal. Any price designated in the Proposal as an estimate cost shall not constitute a quotation of a single price but shall be for estimated or budgeting purposes only. In the event that the Proposal quotes a price on a time and material basis rather than on a single lump sum price basis, Client shall pay MEC for services in accordance with the provisions of the Standard Rate Schedule attached to the Proposal and made part of this Agreement.

Payment is due within thirty (30) days of invoice submittal by MEC to Client. MEC will submit invoices to Client upon completion of services, or upon completion of individual phases of the project services of the Proposal as set forth therein. A late service charge of 12% per month, or the highest rate allowed by applicable law, whichever is lower, will be added to all amounts outstanding more than thirty (30) days after invoice. Client agrees to pay all applicable taxes.

3. **PROFESSIONAL STANDARDS AND WARRANTY.** MEC will exercise reasonable skill and judgment and will perform its services under this Agreement in accordance with generally prevailing professional standards existing in the locale and at the time where and when the services were performed. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.
4. **CONFIDENTIALITY.** MEC and Client shall retain as confidential all information and data provided to it by the other party to this Agreement which: (i) relate to technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, computer programs, and similar information; or (ii) are designated in writing as confidential at the time of provision to the other party. Confidential information shall not be disclosed to any third party, unless required by law or authorized in writing by the Parties.

Provided, however, that nothing herein shall be interpreted as preventing either party from disclosing and/or using such confidential information or data: (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired by the transmitting party; or (iii) when the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same good faith and who is not under any obligation to the transmitting party with respect thereto; or (iv) where a written release is obtained by the receiving party from the transmitting party.

5. **RECOGNITION OF RISK.** Client recognizes and acknowledges, and MEC's performance under this Agreement is subjected to, the following risks: (i) it is not possible with a limited sampling program absolutely to prove the absence of hazardous or solid waste materials at the site where the work described in the Proposal will be performed; (ii) investigations by MEC at the site may disclose the presence of hazardous or solid waste materials or other contaminants, and the sole responsibility for reporting the presence of such materials to appropriate federal, state, and local regulatory authorities shall remain the Client's (iii) environmental, geological, geotechnical, groundwater and other characteristics at the site can change over time, and data regarding such characteristics can vary from time to time, and from place to place at the site; (iv) commonly used exploration and investigation methods, including drilling, boring, and the excavation of trenches, involve an inherent risk of contamination of previously uncontaminated soils or water by contaminants already on the site; (v) certain governmental regulations relating to hazardous waste sites purport to require achievement of results which cannot be accomplished in an absolute sense (e.g. the construction of entirely impermeable liners). It may not be possible to achieve an absolute cleanup of the site including absolute elimination of contaminants; (vi) the state of the art with respect to investigation of subsurface conditions, environmental cleanup techniques, the long-term effect of chemicals and treatment methods on soils, the availability and performance of manufacturing equipment, and the availability and suitability of lubricating and other fluids is changing, and any improvement in the state of the art with respect to those subjects or others shall not be deemed to be evidence that MEC has failed to perform its services under this Agreement in accordance with generally prevailing professional standards; and (vii) government regulations with respect to environmental contamination, cleanup, education and/or training may change over time.
6. **CLIENT OBLIGATIONS.** Client shall furnish or make available to MEC such documents and information regarding conditions at the site where the services described in the Proposal are to be performed by MEC as MEC may require, including without limitation, all information available to Client with respect to any hazardous or solid wastes, substances, contaminants, pollutants, underground obstruction, utilities, underground piping, site history, utility lines and manufacturing specifications, requirements, and processes. MEC is entitled to rely upon information supplied by the Client, or Client's engineers or consultants, without independent verification by MEC.

Client shall provide for MEC's right to enter the project site and/or adjacent properties as necessary for MEC to complete its responsibilities under this Agreement. Client shall procure all necessary entry permits and shall hold harmless and indemnify



Midwest for claims of trespass or property damage required in providing the services described in this Proposal, except where MEC is negligent or has violated the Client's specific written instructions. Client shall be responsible for repairs to all roadways, paved areas, and right-of-way resulting from MEC's performance of services under this Agreement.

Client shall provide access and workspace at the site for MEC and any subcontractor performing services under this Agreement.

Client shall ensure the timely cooperation of Client's employees as reasonably requested by MEC in the performance of services under this Agreement.

7. **DOCUMENTS AND USE OF INFORMATION.** All documents furnished by the Client to MEC shall, at the Client's written request, be returned to Client upon completion of the services of this Agreement, provided that MEC may retain one copy of all such documents for its files. Final reports, including drawings, plans and specifications prepared by MEC for the Client shall be the sole property of the Client upon full payment by Client due under this Agreement. MEC shall retain possession and ownership of all calculations, internal memoranda, and other work papers relief upon by MEC to prepare such final reports, and MEC may retain copies of such final reports.

Client may use any final reports of findings, plan designs, engineering work, and any educational training materials, as Client wishes; however, Client shall indemnify and hold harmless MEC from and against any and all claims, damages, losses and expenses arising out of the use by Client of such reports and materials other than in connections with completion by MEC of the work described in the proposal. MEC shall be entitled to use any information, technology, procedures, processes or methods learned or developed by MEC from its provisions of services under this Agreement. MEC shall retain all the rights entitled to all patentable and unpatentable inventions, including confidential know-how, developed by MEC for provision of services under this Agreement. MEC grants to Client a royalty-free, non-exclusive, non-assignable license as to such inventions and know-how to use in the same facility and/or location described in the Proposal. MEC may use Client's name and a general description of work performed by MEC for Client in MEC's promotional materials and for other purposes.

8. **PROJECT DELAY.** MEC is not responsible for any delay caused by acts of God, acts of third parties, weather conditions not reasonable foreseeable, intervention of public authorities, inability without the fault of MEC to obtain permits necessary to perform services under this Agreement, work stoppages, changes in applicable federal, state or local regulations after the date of this Agreement, failure of Client to provide access to information requested by MEC to perform its services under this Agreement, or any other condition or event which is beyond the reasonable control of MEC. In the event of any such delay, MEC shall be entitled to a reasonable additional time to perform the services described in the Proposal. MEC shall be entitled to be compensated for its additional time to perform the services described in the Proposal. MEC shall be entitled to be compensated for its additional fees and cost caused by such delay. If MEC is unable to begin performing the services described in the Proposal, through no fault of its own, within 14 days of the anticipated commencement date, then MEC shall have the option at its sole discretion to: (i) extend the commencement date and completion date by a length of time equal to the delay; or (ii) extend the commencement and completion dates mutually acceptable to MEC and Client; or (iii) amend the time required for performance and/or the amount due under this Agreement through changes to this Agreement mutually agreed to by MEC and Client; or (iv) terminate this Agreement. If MEC fails through its fault to commence performing the services described in the Proposal within 14 days of the anticipated commencement date, then Client shall have the option to: (i) extend the commencement and completion dates to dates mutually acceptable to MEC and Client; or (ii) terminate this Agreement.
9. **PROJECT CHANGES.** Client may at any time prior to the completion of the services under this Agreement request modification in such services by written order. Such changes shall not become a part of this Agreement unless agreed to in writing by MEC. Client shall be responsible for any additional fees or costs of MEC resulting from such changes. If such changes cause an increase in the time for performance or services under this Agreement, an oral order for changes from Client to MEC (including directions or instructions given in person or telephone) shall constitute a valid change order under this Agreement, provided that MEC gives Client written notice within ten (10) days of such oral stating that MEC regards the oral order as a change order and the MEC agrees to the change.
10. **INSURANCE.** Upon request, MEC shall furnish copies of insurance certificates showing that Midwest maintains the following insurance coverages:

Worker's Compensation.....	Statutory
Employer's Liability.....	\$100,000 each occurrence, \$500,000 aggregate
General Liability	\$1,000,000 each occurrence
Automotive Liability	\$1,000,000 each occurrence
Professional Liability.....	\$1,000,000
Umbrella Liability.....	\$1,000,000

11. **LIABILITY FOR WASTE MATERIALS.** MEC is not, and has no authority to act as, a generator, treator, storer, transporter, disposer, or owner or operator of any hazardous substances or wastes, pollutants, contaminants, or manufacturing operations or processes located, found, or identified at the site of the services described in the Proposal. Any hazardous or solid waste identified, discovered or encountered by MEC at the site shall remain the responsibility of the Client, and shall at no time become property of MEC. Any arrangements for the treatment, storage, transport, or disposal of any hazardous or solid waste, which may be made by MEC, shall be at the specific direction of the Client and shall be made solely on the Client's behalf and for the Client's benefit. Client shall indemnify and hold harmless MEC from any and all claims, damages, suits, losses and expense (including attorney's fees and other costs for defense) in any way arising from such arrangements.

12. **INDEMNIFICATION.** MEC agrees to indemnify and hold harmless Client, its directors, officers, employees and agents, and against any and all claims, demands, causes of action, liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission or willful misconduct of MEC, its employees, or agents in the performance of services under this Agreement; provided, however, MEC will not be obligated to indemnify Client against liability arising as a result of Client's or its directors', officers', employees', agent's or contractors' or subcontractors' negligence or intentional misconduct.

Client agrees to indemnify and hold harmless MEC, its directors, officers, stockholders, employees, agents and subcontractors from and against any and all claims, demands, causes of action (including third party claims, demands, or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) which arise out of or results from: (i) any release or threatened release of hazardous or solid wastes, substances, pollutants, contaminants or gas, liquid or solid materials or any failure to detect or evaluate the existence or release of such materials; (ii) any holding or claim that MEC or any of its subcontractors is a "generator" or "transport" of hazardous wastes or an "operator" of the site, as such terms are used or defined under state or federal law; or (iii) any negligent act or intentional act or omission of Client, its employees' agents, other consultants or contractors or any third party or entity, or any willful or wanton misconduct of such persons.

13. **LIMITATION OF LIABILITY.** Except for (i) claims covered under policies of insurance and policy limits stated in the Agreement; and (ii) circumstances caused by the willful misconduct of MEC, any and all liability for claims or damages by Client against MEC, whether based upon contract, tort, strict liability, breach of warranty, professional negligence, or otherwise, shall be limited to the lesser of (i) Client's cost to repair damage caused by the acts or omissions of MEC; or (ii) \$100,000.00, whichever is less.

In no event shall MEC be responsible for any special, indirect, incidental, or consequential damages (including loss of profit) incurred by Client as a results of MEC's performance or non-performance of services under this Agreement. All claims in connection with services performed under this Agreement shall be deemed waived unless made in writing and received.

14. **STORAGE AND SAMPLES.** Samples may, at MEC's sole discretion, be (i) discarded by MEC thirty (30) days after submission of a report regarding such samples; or (ii) be returned to Client for final disposition by Client; or (iii) be disposed of by MEC at Client's direction in accordance with all applicable laws and regulations. All disposal of samples shall be at Client's cost. MEC may make reasonable storage charges for samples and other materials held by MEC at Client's direction in excess of thirty (30) days.
15. **TERMINATION.** In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement upon fourteen (14) days written notice to the defaulting party.

This Agreement may be terminated without default if MEC in its sole discretion determines that continuation of work would create an unnecessary or unreasonable safety or health risk to its employees or others, or that subsurface conditions, contamination, or other conditions differ significantly from conditions, events, or contaminants which were reasonably foreseeable as of the date of this Agreement. In the event of such termination neither party shall have any further liability to the other party with respect to this Agreement except with respect to fees and costs owed by the Client to MEC.

Client shall have the right to suspend work under this Agreement by written notice to MEC. In the event of such suspension, MEC shall have the right at any time during such suspension to terminate this Agreement by giving written notice of termination to Client.

In the event of termination for any reason, MEC shall be entitled to payment for all costs and service performed up to and including the date of termination. Notwithstanding any other provision of this Agreement or any provision or quote in the Proposal, in the event that this Agreement calls for payment on a single price basis, payment to MEC upon termination shall be based instead upon MEC's Standard Rate Schedule in effect at the time of such termination.

16. **SUBPOENAS.** The Client shall pay, after notification by MEC, all time charges and expenses resulting from MEC's required response to subpoenas issued by any person or entity in connection with MEC's provisions of services under this Agreement, charges to be based upon MEC's Standard Rate Schedule in effect at the time the subpoena is served.
17. **INDEPENDENT CONTRACTORS.** MEC shall be considered to be an independent contractor and not an employee, agent, representative or joint venturer of Client. MEC shall determine the time, manner, means and method of providing services under this Agreement and shall furnish all labor, tools and equipment necessary to perform such services; provided, however, that MEC shall not be responsible for the negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by Client or Client's specifications. MEC shall solely be responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
18. **CLIENT REPRESENTATIVE.** Client shall designate in writing a person to act as Client's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority on behalf of Client to transmit instructions, receive information, and interpret and define Client's policies and decisions to and from MEC with respect to this Agreement.
19. **SAFETY.** MEC will perform work only under safe conditions. Client will be responsible for all costs incurred by MEC for safety



- or security measures required by hazardous job conditions. MEC has the right to terminate this Agreement if, in its sole discretion, such termination is necessary for safety or health reasons.
20. **ASSIGNMENT AND SUBLETTING.** This Agreement is binding on heirs, successors, and assigns of the parties. This Agreement may not be assigned by Client to any third party without express written consent of MEC. MEC shall have the right to transfer, assign, or sublet, all or any portion of its rights obligations hereunder upon thirty (30) days written notice to the Client.
 21. **NOTICE OF LIEN RIGHTS.** As required by law, MEC hereby notifies Client that persons, companies, or consultants furnishing labor, materials, or professional services involving construction on Client's land may have lien rights on the Client's land and buildings if not paid. Those entitled to lien rights in addition to MEC are those who contract directly with the Client or those who give the Client notice within sixty (60) days after they furnish labor materials or professional services for the construction. Accordingly, Client may receive notices from those who furnish labor material or professional services for the construction, and should give a copy of each notice received to its mortgage lender, if any. MEC agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien claimants who separately contract with MEC are duly paid.
 22. **PRECEDENCE.** The terms and conditions of this Agreement shall take precedence over any inconsistent or contradictory provision contained in any Client-issued purchase order, requisition, notice to proceed, or similar document regarding MEC's services. The terms and conditions of the Proposal shall take precedence over any inconsistent or contradictory provisions of the Agreement and any client-issued document.
 23. **ENTIRE AGREEMENT.** The terms and conditions set forth herein constitute the entire Agreement of the parties relating to provision of services by MEC to Client. All previous proposals (except that Proposal identified in the paragraph above entitled "Service"), offers and other communication relative to the provision by services of MEC, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein.
 24. **SEVERABILITY.** If any of the terms and conditions of the Agreement shall be finally determined to be invalid or unenforceable, in whole or part, the remaining provisions of the Agreement shall remain in full force and effect and binding upon the parties.
 25. **SURVIVAL.** All obligations arising prior to the termination of this Agreement, and all provisions of this Agreement allocating responsibilities or liability between Client and MEC, shall survive the completion of services under this Agreement and the termination of this Agreement.
 26. **GOVERNING LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, with jurisdiction in the 16th Judicial Circuit, Kendall County, Illinois.
 27. **COSTS AND FEES.** In the event that it becomes necessary to enforce any of the obligations or terms of this Agreement or in any litigation, negotiation or transaction, in which one party shall, without fault of the other party, become involved through or on account of this Agreement, then the non-prevailing party shall pay, upon demand, the prevailing party's costs, charges and expenses, including reasonable attorney's fees, court costs and expenses, as well as reasonable fees of any agents or others retained by the prevailing party.
 28. **EFFECTIVE DATE.** This Agreement shall take effect upon acceptance and execution of the proposal by both parties.





Kendall County Forest Preserve District

2024 Hoover Well Pump Replacement and Installation

1. Hoover Forest Preserve - Well Pump Replacement and Installation

Invitation to Bid (ITB) Number: 24-06-002

Thursday, May 30, 2024

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SECTION 1: INTRODUCTION

A. DEFINITIONS:

“Addenda” or “Addendum” means written or graphic instruments issued by the Kendall County Forest Preserve District (“District”), which by additions, deletions, clarifications or corrections, modify or interpret the Bidding Documents. All Addenda shall be incorporated herein by reference as part of the ITB.

“Bid” means a complete and properly executed proposal to complete the Project for the sums stipulated therein, submitted in accordance with the Bidding Documents.

“Bidder” means a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

“Bidding Documents” means this ITB, all Addenda, the project manual and the drawings of the Project, which shall hereinafter be referred to collectively as “Bidding Documents”.

“District” means the Kendall County Forest Preserve District and its elected officials, departments, employees, and agents.

“ITB” means this Invitation to Bid and any documents specifically incorporated by reference or attached hereto.

“Project” means the Scope of Work described in the Bidding Documents.

“Project site” means the location where the Project will be performed, which is the following locations: Hoover Forest Preserve 11285 W. Fox Road, Yorkville IL, 60560

B. SCOPE OF WORK:

The District, seeks a qualified business to provide the following scope of services in accordance with the requirements set forth in this ITB and the Bidding Documents:

1. Full replacement and installation of the well pump at Hoover Forest Preserve, including use of a crane for installation.
 - a. Replacement of a 25HP 208VT. 3PH 6” Franklin Sub Motor
 - b. Replacement of a 25HP Grundfos 6” SS 150S250-14 Sub Pump End
 - c. 444’ - 4’ Galvanized Drop Pipe
 - d. 450’ -# $\frac{2}{3}$ W/GD Flat Jacketed Pump Cable
 - e. Additional necessary valves, adapters, fittings, and other required materials for replacement

The successful Bidder will be required to enter into a contract with the Kendall County Forest Preserve District, with all project work completed no later than November 30, 2024. The successful Bidder will be required to schedule the well replacement and installation with the District in order to avoid conflicts with scheduled programs and events.

DRAWINGS AND SPECIFICATIONS INCORPORATED BY REFERENCE

1. PLANS

Minority business firms are encouraged to submit Bids on the Project, and Bidders are encouraged to utilize minority businesses as subcontractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Bids for the Project.

C. BASIS OF BIDS:

Bids will be a single contract, stipulated sum.

The specifications described herein are what the District has determined are necessary to meet the performance requirements of the District. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, alternate bids must be clearly marked as such and deviations from the specifications must be plainly noted. The bid must be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the District's sole discretion, and it shall be the District's sole decision whether to accept an alternate or not.

Unit prices shall be shown for each item as applicable and for which vendor is offering a bid. The unit price shall include all packing, crating, freight/shipping charges, and cost of unloading supplies at destination unless otherwise expressly stated in the Bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in the extension of price, the unit price shall govern. All prices must be typewritten or written in ink adjacent thereto and initiated in ink by the party signing the Bid.

D. IMPORTANT DATES:

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
May 30, 2024	Bidding Documents available at Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560, and on the Kendall County website using the following link: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585
June 13, 2024	Pre-Bid Meeting (Optional) at 1:00 PM at Kendall County Forest Preserve District Headquarters 110 W. Madison Street Yorkville, IL 60560
June 20, 2024	Questions due to Antoinette, Acting Executive Director no later than 12:00 p.m. (CST)
June 21, 2024	Questions answered via addendum and posted on the County's website no later than 4:00 p.m. (CST) and also at Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560
June 27, 2024	Sealed Bids due no later than 3:00 p.m. (CST)
June 27, 2024	Bid opening conducted at 3:00 p.m. (CST) at Kendall County Forest Preserve District Headquarters 110 W. Madison Street Yorkville, IL 60560

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

Bidding Documents available at Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560, and on the Kendall County website using the following link on May 30, 2024:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585>

F. PRE-BID MEETING:

A pre-bid meeting and tour of the Project sites will begin promptly at 1 pm on June 13, 2024 at the Kendall County Forest Preserve District's main office located in the Kendall County Historic Courthouse at 110 W. Madison Street Yorkville, IL 60560. Prospective Bidders should meet at main office, and will then travel to Hoover Forest Preserve to inspect the well pump house at 11285 W Fox Rd, Yorkville, IL 60560. All Prospective Bidders are requested to attend.

G. ADDENDUM:

Any and all changes to the Bidding Documents are valid only if they are included by written addendum to all Bidders. Addenda are written instruments issued by the District prior to the date for receipt of Bids, which modify or interpret the Bidding Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the Bidding Documents. Only David Guritz, Executive Advisor of the Kendall County Forest Preserve District has the authority to issue an addendum for these Bidding Documents.

No interpretation of the meaning of the plans, specifications, or other Bidding Documents will be made orally. All Addenda will be posted at the District's main office located at 110 W. Madison Street Yorkville, IL 60560, and online using the vendor registry portal for the project using the following link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585>

Each Bidder shall confirm prior to submitting a Bid that all Addenda issued by the District have been received and, by submission of a Bid, such act shall be taken to mean that such Bidder has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the Bidding Documents and Addenda. Failure of the Bidder to receive and review any addendum or interpretation issued by the District shall not relieve the Bidder from the obligation under their Bid as submitted. Failure of a Bidder to request an interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Bidder to submit a Bid improperly.

H. QUESTIONS

Should a Bidder require any additional information about this ITB or any other Bidding Documents, such questions should be directed in writing to the District. All questions should be sent to:

Kendall County Forest Preserve District
Attention: Antoinette White, Acting Executive Director
E-mail address: awhite@kendallcountyl.gov

Questions must be received by the District at the above-referenced email address no later than 12:00 p.m. (CST) on June 20, 2024.

Questions timely received by the District will be answered at the discretion of the District. Any answers provided by the District will be given by means of an addendum published. All Addenda will be posted at the District's main office located at 110 W. Madison Street Yorkville, IL 60560, and online using the vendor registry portal for the project using the following link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585> and sent to all Bidders.

SECTION 2: SUBMITTAL OF BIDS

A. Submittal of Sealed Bid

All Bidders must submit one (1) original and one (1) copy of their Bid in a sealed package plainly marked in the lower left-hand corner “Bid for 2024 Roof Replacements and Re-Sealing Project.”

If a Bid is submitted by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof. Failure to submit a Bid in a properly marked, sealed package may eliminate the Bid from consideration.

The sealed Bid must be addressed and delivered to:

Kendall County Forest Preserve District
Attention: Antoinette White, Acting Executive Director
Address: 110 W. Madison Street Yorkville, IL 60560

Sealed Bids must be received by the District no later than 3:00 p.m. on June 27, 2024 (hereinafter referred to as the “Due Date”). Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bid. Bids received after the Due Date will not be considered and shall be marked “Late” and returned to the Bidder unopened.

B. Modification or Withdrawal of Bids:

Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by sending written notice to the person designated to receive Bids on behalf of the District. Such notice must be received by the District on or before the date and time set for receipt of Bids. The person receiving Bids shall verify that the replaced/withdrawn Bid is removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

C. Opening of Sealed Bids:

The sealed Bids timely received by the District shall be opened and publicly read on **June 27, 2024 at 3:00 p.m. at 110 W. Madison Street, Yorkville, Illinois 60560**. Each sealed Bid received by the District shall be analyzed to ensure that all stipulations have been satisfied by the Bidder. The results shall be recorded and forwarded with all Bidding Documents to the appropriate District official. Bidder attendance is NOT required at the opening of sealed Bids.

SECTION 3: INSTRUCTIONS TO BIDDERS

A. **What Information Must Be Included In The Bids:** All Bids must comply with the following requirements:

1. The Bidder must complete and include all of the following documents with their Bid:
 - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the ITB as Exhibit A)
 - A 10% Bid Surety bond as required in the Bidding Documents.
 - Completed Bid Forms (the Bid Forms are attached to the ITB as Exhibit B)
 - All other requirements included in the Bidding Documents
2. All sealed Bids must be comprehensive and complete for the services requested in the Bidding Documents. All Bids shall provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of the Bidding Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Bidder shall be specified in the completed Bid Forms. Any reduction or donation provided by a Bidder to the District shall not relieve Bidder of their obligations to comply with existing local, state or federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*). The District shall only consider any reduction or donation in determining the lowest responsible Bidder to the extent that the reduction or donation affects the stipulated sum Bid by a Bidder.
4. The "Terms and Conditions" set forth in the Bidding Documents will apply to the contract between the District and the successful Bidder. By submitting a Bid, a Bidder agrees to the Terms and Conditions. Any Bid that conflicts with the Terms and Conditions may be deemed an unresponsive Bid.
5. All sealed Bids shall be submitted on forms included in these Bidding Documents unless otherwise specified.
6. All information requested on 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.
7. The District will not be responsible for any expenses incurred by the Bidder in preparing and submitting Bids.
8. The Bidder must sign their Bid in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Bidder. The name of each person signing should be typed or printed below the signature.
9. The individual signing the document for the Bidder shall initial all erasures and/or corrections in their sealed Bid.
10. All variations to the stated specifications must be described in detail (free from ambiguity).
11. All Bidders must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Bidders shall be prepared to furnish evidence of the foregoing upon request.

12. The Bidder acknowledges that all materials submitted with the Bid become the property of the District and, as such, may be available to the public pursuant to applicable law.
13. The Bidder is expected to comply with the true intent of this ITB and the Bidding Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the District. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify the District in writing, and the District will issue written corrections or clarifications. The Bidder is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB and Bidding Documents. Bidders will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Bidder in the process of putting the Bid together.

B. Modification or Interpretation of Bidding Documents:

The Bidder acknowledges that some of the existing conditions shown in the Bidding Documents are presented for information as an approximation and are not a substitute for the Bidder's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Bidder from any of the requirements of the Bidding Documents or any contract entered into by the District and the successful Bidder.

The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the District of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these Bidding Documents.

C. Bid Surety:

All bidders are required to submit a bid surety with their Bid. The amount of the bid surety shall be ten percent (10%) of the total bid price and in the form of a bid bond. The Bidder shall pay all premiums and costs associated with this Bid surety.

D. Award of Bid:

It is the intent of the Kendall County Forest Preserve District to award the Bid to the lowest responsible bidder who has met all specifications, terms, and conditions of this ITB and all other Bidding Documents. The District reserves the right to issue its award on a per item basis or total low bid overall. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the District, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This ITB process is for the District's benefit only, and it is intended to provide the District with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the District's discretion. By submitting a Bid, Bidder acknowledges the District's decision is final, binding, and conclusive upon the Bidder for all purposes.

All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the due date for submission of sealed bids, unless, upon the District's request, the Bidder agrees in writing to an extension.

The failure of a Bidder to promptly supply information requested in the Bidding Documents may result in the Bidder being eliminated from consideration.

The District reserves the right to reject any or all bids, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the Bidding Documents, or to supplement, amend, or otherwise modify the Bidding Documents, without notice. The District may seek additional information or clarification from a bidder at any time and failure to respond promptly may be cause for rejection of the bid.

The District reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. The Bidder's failure to agree to the Terms and Conditions included in the Bidding Documents or to otherwise meet the requirements of the Bidding Documents may result in the disqualification of the Bidder's bid from further consideration as an unresponsive bid.

E. Execution of Contract:

The accepted Bid shall be contracted by the District for the total stipulated sum set forth in the accepted Bid. The District will not be responsible for any additional charges above the accepted Bid unless additional services are negotiated and accepted by the Kendall County Forest Preserve District by written addendum to the original contract.

The contents of the Bid submitted by the successful Bidder and the Bidding Documents (including, but not limited to the Terms and Conditions set forth below in this ITB) will become a part of the contract awarded as a result of the Bid process.

Notwithstanding any delay in the preparation and execution of the contract, each Bidder shall be prepared, upon written notice of Bid acceptance, to commence work within ten (10) calendar days following receipt of official written order of the District to proceed, or on date stipulated in such order.

F. Prevailing Wage Notice:

This project 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 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/subcontractor 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 Illinois Department of Labor's website. The successful Bidder will be required to ensure that all of its contractors and subcontractors rendering services under the contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

SECTION 4: TERMS AND CONDITIONS

The Bidder's failure to agree to the following terms and conditions may result in the disqualification of the Bidder's proposal from further consideration as an unresponsive Bid.

By submitting a Bid, Bidders represent that:

1. Bidder has read and understands the Bidding Documents;
2. Bidder understands how the Project relates to other renovations being completed by the District at the Project site, which may be concurrently bid, or presently under construction at the Project site;
3. The Bid complies with the Bidding Documents;
4. Bidder has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Bidder's observations with the requirements of the Bidding Documents and the Bidder's Bid; and
5. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents, as may be amended by written addendum, without exception.

By submitting a Bid, Bidders agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between the Kendall County Forest Preserve District and the successful Bidder:

1. These Terms and Conditions, along with the ITB, the Bidding Documents, and the Bidder's Bid, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment thereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the ITB, the remaining portions of the Bidding Documents, and the Bidder's Bid.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the District but no later than November 30, 2024 or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
3. Pursuant to, and as set forth in this Agreement, Bidder will provide the District the following services:
 1. Full replacement and installation of the well pump at Hoover Forest Preserve, including use of a crane for installation.
 - a. Replacement of a 25HP 208VT. 3PH 6" Franklin Sub Motor
 - b. Replacement of a 25HP Grundfos 6" SS 150S250-14 Sub Pump End
 - c. 444' - 4' Galvanized Drop Pipe
 - d. 450' - #2/3 W/GD Flat Jacketed Pump Cable
 - e. Additional necessary valves, adapters, fittings, and other required materials for replacement

(Hereinafter referred to collectively as "the Scope of Work" or "the Project").

4. As consideration for the services to be performed by Bidder pursuant to the terms and conditions set forth in this Agreement, the District agrees to pay Bidder as follows:
 1. 20% of base bid following award of contract
 2. 30% of base bid at 50% completion.
 3. 40% of base bid at 95% completion.
 4. 10% of base bid at 100% completion.

The District shall not be responsible for any costs in excess of the payment schedule set forth above unless the District agrees to said increase in writing before such expense is incurred. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. The District reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Bidder, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both the District and the Bidder. The District will not pay for verbal change orders. Bidder must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the District *before* proceeding with any additional work or any variations in specified materials. Furthermore, Bidder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be rebid in same manner as the original contract. *See* 50 ILCS 525/5. Bidder also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the District. *See* 720 ILCS 5/33E-9.
6. Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the District. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder's officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder's officers, employees and/or agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents and agrees the District is not responsible for providing any insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents. Bidder hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the District, its board members, officials, employees, insurers, and agents for any alleged injuries that Bidder, its officers, employees and/or agents may sustain while performing services under the Agreement. Bidder shall exercise general and overall control of its officers and employees.
7. For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the District's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Bidder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Bidder agrees that the individual shall not be assigned to perform work on or at the District's properties and/or facilities absent prior written consent from the District. The District, at any time, for any reason and in the District's sole discretion, may require Bidder, Bidder's contractors, and Bidder's subcontractors to remove any individual from performing any further work under this Agreement. Should the District have a complaint regarding the performance of the services or the

behavior of Bidder's officers, employees, contractors, subcontractors, and/or agents performing services under this Agreement, or should the District request a change in the manner in which services are being performed pursuant to this Agreement, the District shall transmit the same to the Bidder's on-site foreman and/or to any other member of Bidder's management, who shall take immediate action and shall promptly resolve the problem to the District's satisfaction. Bidder's failure to take immediate action and/or to resolve the problem to the District's satisfaction shall be considered a material breach of the Agreement.

8. Bidder shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Bidder of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Bidder in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Bidder'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 Agreement.

9. Bidder will obtain and continue in force, during the term of this Agreement, all insurance as set forth below:
 - a. 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 canceled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the District at the address set forth herein.

 - b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
 - i. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, 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 \$2,000,000.

 - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

 - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Bidder has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

 - iv. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if the company provides written verification it has no employees.)

- v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Bidder's profession, with a limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- c. If Bidder maintains broader coverage and/or higher limits than the minimums shown above, the District shall be entitled to the broader coverage and/or the higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. The District and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Bidder 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 Bidder's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- d. For any claims related to this Agreement, the Bidder's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Bidder's insurance and shall not contribute with it.
- e. Bidder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Bidder may acquire against Releasees by virtue of the payment of any loss under such insurance. Bidder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the District. The District may require the Bidder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.
- g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
- h. Bidder shall furnish the District 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 the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- i. Subcontractors: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder shall ensure that the District is an additional insured on insurance required from subcontractors.

- j. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
10. 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 may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, 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.
11. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the District, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, “reasonable period of time” will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
12. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the District upon written notice delivered to Bidder at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
13. Bidder agrees to comply with all applicable federal, state or 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, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
14. 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 the Bidder and Bidder’s contractors and subcontractors to pay their respective laborers, workers and mechanics performing services on this public works project 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 Bidder and Bidder’s contractors and subcontractors have 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. The Bidder and all of the Bidder’s contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties. Failure to comply with all applicable requirements of the Act will be considered a material breach of this Agreement.

15. When applicable, Bidder 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.*
16. Bidder, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Also, Bidder and Bidder's subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
17. All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the District. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
18. Bidder hereby waives any claim of lien against subject premises on behalf of Bidder, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Bidder shall tender to the District a final waiver of lien for all subcontractors and/or suppliers.
19. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
20. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
21. In the event the District is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the District's obligations under this Agreement during said fiscal period, the District agrees to provide prompt written notice of said occurrence to Bidder. In the event of a default due to non-appropriation of funds, the District has the right to terminate the Agreement upon providing thirty (30) days written notice to Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
22. 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 the District, to the District's Representative, David Guritz, Executive Advisor at kcforest@kendallcountyil.gov (630) 553-4131], with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Bidder, to:

23. Bidder certifies that Bidder, 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). Bidder further certifies by signing the Agreement, the Bidder, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Bidder affirms that Bidder has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Bidder's company been so convicted nor made such an admission.
24. Both parties affirm no Kendall County Forest Preserve District officer or elected official has a direct or indirect pecuniary interest in Bidder or this Agreement, or, if any Kendall County Forest Preserve District officer or elected official does have a direct or indirect pecuniary interest in Bidder or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the Kendall County Forest Preserve District is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the District is required to use the services of an attorney, then the Kendall County Forest Preserve District shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the District pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
26. Bidder shall be responsible for the protection of all work including, but not limited to, all work performed by Bidder, Bidder's employees, subcontractors and agents until its completion and final acceptance by the District, and shall at Bidder's own expense replace damaged or lost materials or repair damaged parts of the work, and the Bidder shall be liable therefore. Bidder shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. Bidder may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Bidder shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Bidder or used under Bidder's direction during construction. Bidder shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the District.
27. When construction observation tasks or construction subcontracting are part of the service to be performed by the Bidder under this Agreement, the Bidder will include the following clause in any construction-related contract documents and Bidder agrees not to modify or delete it:
- Kotecki Waiver: Bidder (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 the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the Kendall County Forest Preserve District and its 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 sub contracts entered into in furtherance of the general contract.

28. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the District must collect and electronically publish certain data from all vendors and subcontractors doing business with the District. To comply with this statutory obligation, the Bidder agrees to provide the District with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
1. Is the Bidder and/or any of the Bidder's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
 2. If the answer to Question (1) is "yes", does the Bidder and/or any of the Bidder's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 3. If the Bidder and/or the Bidder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?
29. Bidder 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.*
30. Should the total cost of the public work to be performed by Bidder pursuant to this Agreement exceed \$50,000.00, Bidder must furnish, supply and deliver a payment bond in the amount of \$80,000.00 to the District pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
31. The District and/or Bidder'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.
32. Bidder warrants to the District that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
33. 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"), Bidder, its consultants, contractors, subcontractors, and agents agree to employ Illinois laborers on this Project in accordance with the Illinois Workers Act. Bidder 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. Bidder understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
34. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the District, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of

Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.

35. 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.
36. The District and the Bidder 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. Furthermore, Bidder hereby affirms that Bidder is legally authorized to transact business in the State of Illinois.
37. Bidder agrees to comply with [The Davis Bacon Act](#) — 40 U.S.C. 3141 *et seq.* as necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.
38. Bidder understands that the District is utilizing funds received pursuant to the American Rescue Plan Act (“ARPA”) to pay, in whole or in part, for the services set forth in this Agreement. Thus, Bidder agrees to comply with all applicable provisions of the ARPA, all guidance on the ARPA including, but not limited to the Interim Final Rule, issued by the U.S. Department of the Treasury, 2 C.F.R. 200 *et seq.*, and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.

SECTION 5: PROJECT SPECIFICATIONS AND DRAWINGS

DRAWINGS AND SPECIFICATIONS INCORPORATED BY REFERENCE

1. **PLANS**

SECTION 6: BID FORMS

EXHIBIT A — BID SUBMISSION COVER SHEET

B Number & Name _____

Bidder Name (printed): _____

Address: _____ ty, State, Zip: _____

Lead Clarification Contact Person: _____ Telephone: _____

E-mail: _____

Date of Incorporation: _____ Entity Type: _____

Federal Employer Identification Number (FEIN): _____

Any individual signing below hereby certifies they are an authorized representative of Bidder and that:

1. Bidder understands and accepts the requirements of this ITB and all Bidding Documents. By submitting a Bid, Bidder agrees to be bound by all requirements and terms and conditions set forth in the Bidding Documents.
2. Bidder acknowledges receipt of any and all Addenda to this ITB.
3. Bidder certifies all contents of the Bid (including any other forms or documentation, if required under the Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Forest Preserve District's Board of Commissioners, the Bidder acknowledges that by submitting this Bid offer and signing in the space below, the Bidder is contractually obligated to comply with all items in the Bidding Documents.

Authorized Signature

Date

(Printed Name and Title)

Email Address

EXHIBIT B - Bid Form

BIDDER'S NAME: _____

KENDALL COUNTY FOREST PRESERVE DISTRICT ITB NUMBER: #24-06-002 _____

ITB PROJECT NAME: 2024 Hoover Well Pump Replacement and Installation Project

1. **COST OF WORK:** The undersigned Bidder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the Bidding Documents, hereby affirms and agrees to enter into a contract with Kendall County Forest Preserve District to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work

FOR THE LUMP SUM OF _____ Dollars (\$ _____).

[Please include a breakdown of unit and total prices for items as required as an attachment to this Bid Form.]

2. **COSTS:** The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County Forest Preserve District for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Bidding Documents.

3. **PROFESSIONAL REFERENCES:** The undersigned shall provide at least three (3) professional references that can provide Kendall County Forest Preserve District with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.

4. **BID BOND:** All bidders are required to submit a bid surety with their Bid. The amount of the bid surety shall be ten percent (10%) of the total bid price. The undersigned's bid bond is attached to this Bid Form.

5. **COMPLIANCE CERTIFICATIONS:** By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

A. **COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT:** The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_____ (Initials)

B. **COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT:** The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a 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) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact

the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

_____ (Initials)

- C. **CERTIFICATION REGARDING BIDDER ELIGIBILITY:** The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

_____ (Initials)

- D. **NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Bid Form.

This Bid Form and all attachments are respectfully submitted this _____ day of _____, 2024.

Bidder's Name: _____

Mailing Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____ Website: _____

Type of Business Organization: *(Check the box that applies)*

- € Sole Proprietor
- € Corporation
- € LLC
- € Partnership
- € Limited Partnership
- € Other: _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

Attested by: _____ Title: _____

Bidder's Professional References

As part of their Bid package, the Bidder must provide at least three (3) professional/client references for services the Bidder has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

Reference #2:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

Reference #3:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____



J&E Restorations
720 N Bridge St,
Unit B
Yorkville, IL 60560
(630) 296-7663

Agreement

Bunk House Pavilion

OWNER(S)
Antoinette White

CONTACT INFO
(630) 803-0432

DATE
8/17/2023

awhite@kendallcountyil.gov

ADDRESS
109 W. Ridge St. Yorkville IL 60560

REFERENCE
Contact# 1216
Estimate#

COMPANY REPRESENTATIVE
Andy Shaw

OUR MISSION

J&E Restorations is a veteran owned and operated business, seeking to deliver the highest standards of craftsmanship and customer service. We aim to design a customized plan to fit the needs of your home!

WORK DESCRIPTION AND SPECIFICATIONS:

<p style="text-align: center;">EXISTING CONDITIONS</p>	<ul style="list-style-type: none"> • Upon examination of the shelter pavilion J&E Restorations, with the help of KCFP staff, identified the following, existing conditions: • Wood rot existing at the ends of 2" x 8" x 24' beams acting as horizontal, base supports between the end concrete supports and main, base chimney support • Similar conditions noted on the opposite side of the structure with 3 additional 2" x 8" x 24' beams • There is currently no cover to protect these beams and preventing the same conditions to repeat itself after the repair is completed
<p style="text-align: center;">STRUCTURAL REPAIR (\$6,950)</p>	<ul style="list-style-type: none"> • Per request from KCFP Staff, six (6), load-bearing 2" x 8" x 24' beams will be ordered from: <ul style="list-style-type: none"> ◦ FLAMEPROOF COMPANIES AND WOOD SPECIALTIES CORP. • J&E Restorations installers will brace the existing structure at load-bearing points while conducting repairs on one side at a time to replace rotted beams • SPAX 5/16 x 4" Power Lag screws will be utilized to keep the set of three beams together
<p style="text-align: center;">RECOMMENDED SOFFIT ADDITION (\$4,850)</p>	<ul style="list-style-type: none"> • In order to prevent accelerated decay in the same, structurally supported locations, J&E Restorations recommends the construction of a 24" soffit overhang added on to the existing structure. • The soffit addition on each side will consist of 2" x 8" frame consisting of treated, framing lumber braced in one foot increments • The soffit will be covered by matching corrugated, galvanized roof panels similar to the ones existing on the pavilion roof
<p style="text-align: center;">PROJECT TIMELINE</p>	<ul style="list-style-type: none"> • Tentatively two to three (2-3) days for total construction time • This does not include work stoppage awaiting an inspection from building officials • Access to work area will be required between 7:30 AM and 5:00 PM each day Monday through Friday; if the work area is locked we would ask KCFP staff allow the area to be accessible when work is to start each day • Work unfinished by end of work day each Friday will commence again the following Monday or closest business day after a holiday.
<p style="text-align: center;">CLIENT RESPONSIBILITIES</p>	<ul style="list-style-type: none"> • We understand the forest preserve is a public facility, however, to ensure efficient completion of work timelines we ask the pavilion not be available to the public for rental use while J&E Restorations is working to repair the structure • Signature on this document includes agreement to these terms in addition to the scope of work
<p style="text-align: center;">PERMIT</p>	<ul style="list-style-type: none"> • J & E Restorations will work with municipal and county authorities to secure permitting (if required) for your project.
<p style="text-align: center;">DEBRIS</p>	<ul style="list-style-type: none"> • Clean Up and haul away all job-related debris
<p style="text-align: center;">TOTAL COST & INSTALLATION PROCESS</p>	<ul style="list-style-type: none"> • \$11,800 <ul style="list-style-type: none"> ◦ Total Cost

- \$5,900
 - Down Payment
- Replacement work will be scheduled within two (2) weeks of receiving down payment funds
- Your sales representative will be in touch with you throughout the installation process and perform a final walk through when the job is complete.

TERMS & CONDITIONS

Binding Contract: This Estimate is valid for 30 days. During said 30 days the Estimate is subject to change or revocation by Contractor without notice. Except to the extent Contractor exercises its right to change and/or revoke the Estimate, the Estimate shall constitute a binding agreement "Agreement" upon acceptance by Owner(s). The date of such Agreement shall be the date of Owner(s) acceptance.

Contractor: Shall mean J&E Restorations.

Contract Price: Shall mean the Estimate Price as adjusted by the net of any written change orders.

Payment of Funds and Deposits: Except as otherwise agreed between Owner(s) and Contractor, Owner(s) agrees to pay Contractor the cash or credit card equivalents of the contract amount, according to the following schedule: 1/2 of the Contract Price plus the cost of any special order materials prior to the scheduling of work and the balance of the Contract Price upon completion.

Late Payment / Service Charge: Any funds owed greater than 30 days from completion of Work are subject to a service charge of 1.5% per month on the unpaid balance.

Defects: Owner understands that there may be existing defects which may not be discoverable until work has commenced. Unless specifically included in the work description and specifications, the cost for labor and materials to repair such defects is not included in the Contract Price. Owner(s) and Contractor agree that the cost for labor and materials to repair such defects will be estimated in writing as needed at the time of discovery and, upon written acceptance, the cost for same will be in added to the Contract Price.

Changes in Agreement: This Agreement, the work description and specifications, and the Contract Price shall not be modified except by written change order. A change order may be formalized by email correspondence between Contractor and Owner(s).

Contractor Responsibilities: Contractor agrees to perform the work description and specifications as outlined in the Estimate and any agreed written changes incorporated into this Agreement.

Work Schedule: All specifications for the work (shingle style & color, aluminum color, etc.) must be finalized prior to obtaining a final schedule date. Contractor agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. The Contractor is responsible for establishing scheduling and sequencing of the work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, loss in transit, labor strikes, labor shortages, lockouts or other causes beyond Contractor's control.

Materials: Except as otherwise set forth in a writing between Owner(s) and Contractor, Contractor will provide necessary materials to complete the work per the work description and specifications. Contractor shall not be responsible for an exact match of any materials, including but not limited to, roofing, siding, metal work, and shingle shading. Owner understands and acknowledges that unless otherwise agreed to in writing, all materials provided by Contractor are the property of Contractor and any unused materials as of the completion of the work will be retained by Contractor and removed from Owner(s) property.

Safety: In order to comply with OSHA regulations regarding mandatory fall protection & safety procedures, safety equipment may be installed prior to work beginning and removed upon project completion. If powerlines are too close to the work area Contractor will contact the power company to, at the power company's discretion, either have the power lines covered with protective equipment or shut off while Contractor is performing work. Any costs and fees associated with power company's services shall be the responsibility of Owner(s). Contractor will endeavor to minimize any charges or inconveniences. Our main concern is the safety of our employees and we will take all/any precautions deemed necessary.

Owner Responsibilities: Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) agrees to provide to Contractor electric power and water for construction purposes at no charge to Contractor. Owner(s) shall make himself/herself available during work for clarification of specifications, approval of additional work and to provide adequate access to the property as may be required. Owner(s) acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing property. The noise, debris, and vibration generated from the work may cause inconvenience to Owner(s) and changes to Owner(s) property including but not limited to: interior wall cracks, flaking of wall paint, debris falling into attic, dust, disturbance to shrubbery and lawns, small divots or ruts in yard from equipment such as Equipter, small divots in the driveway from equipment such as roll-off containers and dump truck. As a precaution, Owner(s) shall remove from walls or ceilings items such as, but not limited to, chandeliers, paintings, pictures and any breakables. Owner(s) shall remove or move at least 10' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by Owner(s) as a normal consequence of the work.

Building Permits: If permit is required, this will be J&E Restoration's responsibility to obtain from your borough or township.

Contractor Workmanship Warranty: Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if Owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders; (2) if Owner(s) fails to provide written notice to Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if Owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way; (4) if defect is the result of Owner(s) failure to properly maintain and clean gutters at least twice per year; or (5) if defect is the result of Owner(s) failure to provide normal and routine care and maintenance as to the work. *Contractor does not warrant the labor of items such as caulking materials, sealant, reflective coatings, painted surfaces, or metal materials.*

Material Warranty: Contractor does not warrant the materials used to complete the Work. Material warranty shall be limited to manufacturer's warranty of materials according to the terms and conditions of said manufacturer warranty. In addition, Contractor does not warrant the material of items such as, but not limited to, caulking materials, sealant, reflective

coatings, painted surfaces, metal materials, or the possible failure of these items.

Limitation of Liability: Owner(s) acknowledges that at no time shall Contractor's liability exceed the total amount charged for the work performed under this Agreement. Contractor shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber, etc.

Owner Insurance: Owner(s) agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property including, but not limited to, landscaping, trees, shrubs, driveways and walkways in sufficient amounts to cover the work and materials under construction by the Contractor and agrees to compensate the Contractor for losses sustained by these conditions. Contractor shall, in amounts and with carriers subject to Contractor's sole discretion, provide workers' compensation and liability coverage for the Work.

Contractor Insurance: Contractor agrees to maintain liability insurance covering personal injury in an amount not less than \$50,000 and insurance covering property damage caused by its work in an amount not less than \$50,000.

Escalation clause for Specified Building Materials: The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. Contractor will use our best efforts to obtain the lowest possible prices from available building material suppliers. In the event there should be an increase in the prices of the building materials that are purchased after execution of the contract, the Owner agrees to pay the cost increase. Contractor will notify the Owner of any material increases before a purchase is made.

Service Calls: Service calls requested by the Owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Contractor to be a non-warranted item, the Owner will be charged for the service call or Work performed at Contractor's established rates.

Cancellation: The Owner(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this acceptance. See the included Notice of Cancellation form for an explanation of this right.

To: Kendall County Forest Preserve District Operations Committee
From: Antoinette White, Acting Executive Director
RE: Licensed Facilities Tour Policy – District Bunkhouses and Event Venues
Date: May 1, 2024

District bunkhouse and event venue license agreements have been continuing to increase for all types of events. District staff has reported multiple licensees that have requested tours of the bunkhouses and event venues multiple times for a single license agreement. This is becoming demanding on the District's limited staff time. In order to be consistent, staff recommends the following tour policy and fees for additional tours.

Policy recommendation:

- KCFPD will provide one tour per license agreement for bunkhouse and event venue, and a second tour upon request only for wedding and reception events. Additional tours requested beyond the first tour for all events other than weddings and receptions will be charged a \$30.00 fee. Additional tours requested beyond the second tour for weddings and receptions will be charged a \$30.00 fee.

	Groot Industries Quote		Year 4: May 1, 2024 - April 30, 2025	
	Annual	Monthly	Monthly Charges April - November	Monthly Charges December - March
HARRIS FOREST PRESERVE				
Container size: 8 yd trash / 2 yd. recycling				
Trash Service				
April through November (1 X per week)	\$ 692.80	\$ 86.60	100.25	
December through March (1 X per 2-week)	\$ 173.20	\$ 43.30		\$ 50.13
Recycling Service				
April through November (1 X per 2-week)	\$ 346.40	\$ 43.30	25.06	
December through March (1 X per 2-week)	\$ 56.00	\$ 14.00		\$ 16.21
HOOVER FOREST PRESERVE				
Container size: 10 yd trash / 4 yd. recycling				
Monthly Trash Service				
April through November (1 X per week)	\$ 866.00	\$ 108.25	125.31	
December through March (1 X per 2-week)	\$ 216.52	\$ 54.13		\$ 62.66
Monthly Recycling Service				
April through November (1 X per 2-week)	\$ 242.48	\$ 30.31	17.54	
December through March (1 X per 2-week)	\$ 72.00	\$ 18.00		\$ 20.84
ELLIS HOUSE AND EQUESTRIAN CENTER				
Container size: 4 yd trash / 4 yd. recycling				
Monthly Trash Service				
April through November (1 X per week)	\$ 554.16	\$ 69.27	80.19	
December through March (1 X per 2-week)	\$ 151.12	\$ 37.78		\$ 43.74
Monthly Recycling Service				
April through November (1 X per 2-week)	\$ 242.48	\$ 30.31	17.54	
December through March (1 X per 4-week)	\$ 72.00	\$ 18.00		\$ 20.84
PICKERILL-PIGOTT FOREST PRESERVE				
Container size: 4 yd trash / 2 yd. recycling				
Monthly Trash Service				
April through November (1 X per 2-week)	\$ 554.16	\$ 69.27	40.09	
December through March (1 X per 2-week)	\$ 151.12	\$ 37.78		\$ 43.74
Monthly Recycling Service				
April through November (1 X per 4-week)	\$ 346.40	\$ 43.30	25.06	
December through March (1 X per 4-week)	\$ 56.00	\$ 14.00		\$ 16.21
ADMIN. CHARGES (Container, Locks - \$5 per month)	\$ 240.00	\$ 20.00	20.00	\$ 20.00
Total Monthly Charges Year 1 and Year 2 - Peak (green) and Off-season (red)			451.06	294.35

I agree to the Contract Pricing listed for the 2024-2025 year as outlined above.

Signature: *David Gurtz*
 David Gurtz, Executive Advisor, Klamath County Forest Preserve District

04/22/2024

Signature: *Steven Markulin*
 Steven Markulin, Groot Representative

Print Name: Steven Markulin 4/22/2024

BILL OF SALE

Property: "Bullseye," a Paint gelding

Condition: As is, with no known medical issues. Approximate age: 20

Seller: Sunrise North Therapeutic Riding
13986 McKanna Rd.
Minooka, IL 60447

Purchaser: Kendall County Forest Preserve District
110 West Madison Street
Yorkville, Illinois 60560

Date of Commission Approval: June 4, 2024

Conditions of Acceptance/ No Warranty: For the sum of one dollar (\$1.00) consideration to be paid-in-hand following a 30-day trial period, the Seller, Sunrise North Therapeutic Riding of Minooka, Illinois hereby transfers, assigns and delivers any and all rights, title and interest in the Property to the Kendall County Forest Preserve District, and the Purchaser, Kendall County Forest Preserve District, hereby accepts all rights, title and interest in the Property subject to the following terms and conditions:

1. Upon successful conclusion of the trial period, Seller, Sunrise North Therapeutic Riding is entitled to either receive payment-in-hand of \$1.00 representing payment in full for "Bullseye", a 20-year old Paint gelding, and the Purchaser, Kendall County Forest Preserve District, shall accept full and complete responsibility for the Property from the date the Property is accepted by the Kendall County Forest Preserve District, or will transport "Bullseye" from the Kendall County Forest Preserve District's Ellis House and Equestrian Center to the Seller's stable.
2. The Seller is not a seller of horses and disclaims to the fullest extent authorized by law any and all warranties, promises, whether express or implied, including warranties of merchantability and or fitness for a particular use and makes no promises, warranties or other representations regarding the horse's conditions at the time of transfer, and by accepting the Property, the Purchaser accepts the Property "as is".
3. The Seller on behalf of itself, its successors and assigns hereby forever waives and releases the Kendall County Forest Preserve District, its elected officials, employees, agents, volunteers and assigns from any and all known and unknown claims, actions, causes of action, damages, injuries, costs and fees related in any manner to acceptance of this transfer or the condition of the Property at the time of the transfer.
4. In the event that Kendall County Forest Preserve District decides to sell "Bullseye", Sunrise North Therapeutic Riding will be extended a first right of refusal for repurchasing "Bullseye" from the Kendall County Forest Preserve District.

Kendall County Forest Preserve District, Illinois

Brian DeBolt, President

Sunrise Center North

President, Sunrise North

Ellis is currently providing approximately 50-60 lessons a week. This number is increasing as school is ending. We also have a record amount of children signed up for camps. Our weekend birthday parties and Girl Scout troops are filling up fast. This year the PNA(Polish National Alliance) returning with 40 participants. Sunrise has approximately 20 lessons weekly.

I like to keep the horses work load at a max of 3 lessons per day. This is difficult when horses are having medical issues. Sunrise has an opportunity to acquire a new horse named Bullseye. He is a 20 year old paint and comes from an English background. We are allowed to do a 30 day trail with Bullseye. Since Ellis is in need of another horse, Sunrise will sell him to the county for \$1.00 after the trail.

It is hard to find good horses and Sunrise has been fortunate to have their horses donated. The woman that is donating this horse has given Sunrise several outstanding horses in the past, including, Casper, Gunner, Nemo and Rain. I believe it would be in the best interest for Ellis to acquire this horse.

Below is a list of Ellis and Sunrise's herd.

ELLIS HORSES

Beau is a 25 year old quarter horse that is used for Ellis walk, trot, canter lessons, birthday parties and Sunrise therapy lessons. He is having some lameness issues in his back left leg and is currently unusable. The vet came out and gave him some medication but that did not work so the next step is to x-ray his leg. We are hoping we will be able to use him in the near future.

Missy is a 22 year old quarter horse who is used for Ellis walk, trot, canter lessons and limited Sunrise therapy lessons. She is an all-around horse and is used for the bulk of the Ellis lessons. She just recently started dragging (yesterday) her back left so if she continues, we will need to call the vet. She is also not currently being used.

Casper was a rescue horse from Sunrise in St. Anne and not sure of his age. He is a quarter horse and is used for Ellis walk, trot lessons, birthday parties, camps and Sunrise therapy. He is a solid horse that has no vices.

Dante is a 23 year old thoroughbred and is used for the intermediate/advanced riders. He tends to get a little hot when he is ridden so he need an experienced rider. He recently had a mini-stroke so he was off for a while. He just passed a neurological test and is slowly returning to lessons.

Keeper is a 24 year old paint. She is used for walk, trot, canter lessons and limited Sunrise therapy. She has arthritis in her neck so she has good days and bad days.

SUNRISE HORSES

Heidi is a 24 year old Halfinger. She is an Ellis walk, trot, canter horse, the main birthday party and camp horse and the main therapy horse for Sunrise. She is small but sturdy and is very safe. She was used to carry heavier riders but since she is getting older we are limiting the heavy riders on both the Ellis and Sunrise side.

Gunner is a 22 year old pony that is used for Ellis walk, trot, canter, birthday parties and camps. He is a solid Sunrise therapy horse.

Brock is a 20 year old Clydesdale/thoroughbred cross. He is used for Ellis walk, trot canter and take the heavier therapy riders. He is a big boy that has more whoa than go.

Suzy is a 22 year old thoroughbred that is used for Ellis lead lessons, birthday parties and camps. She had a soft tissue injury about 2 years ago and is still lame at times.

Nemo is a 40 year old thoroughbred that is retired. He is sometimes used for brushing for both Ellis and Sunrise lessons. Because of his age we are anticipating that he won't be around much longer.

Benji is a 20 year old paint that is just starting with the programs. Sunrise recently lost a horse and Benji is the replacement. He seems like he will be a good all-around horse for both programs.

INTERNAL USE ONLY

Policies and Procedures Guidelines for Review and Processing Special Requests

Summary:

A pre-approved Special Use Permit, or pre-approved program extension is required to license amenities and facilities not available for public reservations.

Classrooms and groups with special requests will be examined on a case-by-case basis depending on:

1. The extent of additional time; program stations; independent activities; adult participants exceeding allowable chaperones, or extended use of facilities.

Examples:

A youth/school group wants to lead independent activities.

Option 1:

Incorporate the special request into a guided program extension. Assign additional per participant fees and supply costs. Additional requests considered on a case-by-case basis with pre-approval by the Education and Outreach Division Supervisor.

Option 2:

Additional requests considered on a case-by-case basis as part of a structured Special Use Permit with pre-approval by the Education and Outreach Division Supervisor.

A youth/school group wants to invite parents/participants that exceeds District ratios as stated below.

Adult chaperone to child ratio: For school groups and organized youth groups, the District requires the same ratio as the sponsoring organization. A 1:6 ratio is recommended for students aged 3 through aged 8. A 1:10 ratio is recommended for students aged 8-18. Adult leaders/chaperones are expected to be involved with the program and not use their cell phones during program time.

Example:

A youth/school group requests access and use (guided or independent) of a Designated Education Program Area under the General Use Ordinance (Hoover Nature Play Space / Eagles Nest or Bunkhouse Shelter).

1. Pre-approval of the special use permit and/or extension of additional program fees.
2. Verification of certificate of insurance coverage.
3. Sign-off on Nature Play Space use policies (under development – see below).
4. Assignment of a shelter fee of \$60R / \$75NR.
5. Assignment of a Special Use Permit Fee of \$75 (R/NR).
6. Notification of the Grounds and Natural Resources Division Supervisor of the Special Use Permit extended.

Special Use Permit and Program Extension policies and guidelines for use of the Hoover Nature Play Space (Stage, Hobbit Tunnel Water Feature; Mud Kitchen Water Feature; "Ponderosa Playhouse," Butterfly House, and Education Trails.

1. A use permit / use reservation will be posted stating the group name and allowable time. The play space will be closed to other public uses during the stated program time.
2. The District will provide access to Mud Kitchen supplies and will collect the materials for under counter or shed storage after use.
3. The maximum number of children allowed to climb/play on the Ponderosa Playhouse is 10 at one time, and only children ages 2 through 12.
4. Adult chaperones / District program staff will facilitate use of the Play Space areas, help insure the grounds and amenities are cleared after each use to facilitate grounds maintenance activities, engage interested public visitors in a positive manner to inform them of restrictions on public use of the permitted area, and deter any/all unsafe or potentially destructive behaviors.