

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, JUNE 18, 2024

9:00 AM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call:
Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. ⁽¹⁾ **CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Commission Meeting of June 4, 2024
 - Kendall County Forest Preserve District Committee of the Whole Meeting of June 11, 2024
 - B. ⁽¹⁾ **MOTION**: Approval of Claims in the Amount of \$20,717.92
 - C. ⁽¹⁾ **MOTION**: Approval of the Purchase of Two (2) Kubota ZD1211-3-60 Zero Turn Mowers from McCullough Kubota of Morris with Sourcewell Cooperative (Solicitation Number: RFP #031121) Bid Base Prices of 1) \$16,274.22, and 2) \$18,114.22 (Includes Semi-Pneumatic Front Tires Upgrade) for a Total Combined Cost of \$34,388.44, Less Optional Trade-in Deductions for the District's 2011 Kubota ZD331LP 72" Zero Turn Mower at (\$1,000.00) and 2018 John Deere Z960M Zero Turn Mower at (\$3,000.00)
- VIII. **OLD BUSINESS**
No items posted for consideration.
- IX. **NEW BUSINESS**
 - A. ⁽¹⁾ **MOTION**: Approval of Contract with Lite Construction of Montgomery, Illinois for Completion of the Mary M. Subat Nature Center Project #23-429-1495 (State of Illinois, Department of Natural Resources OSLAD Grant Agreement #OS 23-2290) for a Base Bid Amount of \$1,206,697.00, Plus Alternates No. 1 for Electrical Conduit Installation for \$5,500.00; No. 2 for Stamped and Stained Concrete for \$42,500.00, and No. 3 for an ADA Viewing Scope for \$8,000.00 for a Total Contract Cost Not-to-Exceed \$1,262,697.00
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**
No Items Posted for Consideration
- XIV. Adjournment

(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
JUNE 4, 2024**

I. Call to Order

President DeBolt called the meeting to order at 6:35 am in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

The Pledge of Allegiance was recited at the start of the Kendall County Board Meeting.

III. Invocation

An invocation was offered at the start of the Kendall County Board Meeting.

IV. Roll Call

X	Bachmann	X	Koukol
X	DeBolt	X	Peterson
X	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg (entered at 6:37 pm)	X	Wormley

Roll call: Commissioners Bachmann, Flowers, Gengler, Koukol, Peterson, Rodriguez, Shanley, Wormley, and President DeBolt were all present.

Commissioner Kellogg entered the meeting at 6:37 pm.

V. Approval of Agenda

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

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting of May 21, 2024
- Kendall County Forest Preserve District Finance Committee Meeting of May 30, 2024

B. Approval of Claims in the Amount of \$11,686.90

Commissioner Kellogg entered the meeting at 6:37 pm.

Commissioner Peterson made a motion to approve the Consent Agenda. Seconded by Commissioner Flowers.

Motion: Commissioner Peterson					
Second: Commissioner Flowers					
Roll call: Consent Agenda					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion unanimously approved.					

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

No items posted for consideration.

X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)

Finance Committee Chairman Wormley reported the District’s Finance Committee has been discussing the temporary easement with ANR/ TC Energy at Millbrook North and a 37 acre parcel that could be acquired with an OSLAD Grant.

Operations Committee Chairman Koukol reported that the District’s June Operations Committee meeting was cancelled.

XI. Public Comments

No public in attendance offered comment.

XII. Executive Session

None.

XIII. Other Items of Business

No other items of business.

XIV. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Peterson. Aye, all. Opposed, none. Meeting adjourned at 6:40 pm.

Respectfully submitted,

David Guritz

Executive Advisor, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE of the WHOLE MEETING MINUTES
JUNE 11, 2024**

I. Call to Order

President DeBolt called the meeting to order at 4:37 pm in the Kendall County Office Building – Second Floor County Board Meeting Rooms 209 and 210.

II. Roll Call

	Bachmann	X	Koukol
X	DeBolt	X	Peterson
X	Flowers	X	Rodriguez
X	Gengler		Shanley
	Kellogg	X	Wormley

Commissioners Flowers, Gengler, Koukol, Peterson, Rodriguez, Wormley, and DeBolt, were all present.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Leadership Team Report

Executive Advisor Guritz, provided updates on District projects and programs.

VI. Motion to Forward Claims to Commission

Commissioner Koukol made a motion to forward claims to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

VII. Review of Preliminary End-of-Year Financial Statements through May 31, 2024

Executive Advisor Guritz presented an overview of the preliminary financial statements through May 31, 2024. The District is on track for meeting budget objectives for the year.

VIII. OLD BUSINESS

a) Subat Nature Center Project Bid Results and Project Updates

Commissioner DeBolt made a motion to forward a contract award with Lite Construction of Montgomery, Illinois for the Subat Nature Center Project including the base bid and alternates 1, 2

and 3, plus for a total contract amount of \$1,262,697.00 to Commission for approval. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

b) Ohio Valley Acquisition LLC (TC Energy / ANR Pipeline Company) Temporary Easement Updates

Executive Advisor Guritz provided updates on the ANR pipeline temporary easement. The District has received confirmation of the requested acres for both the temporary and 99-year easements.

c) Midwest Environmental Consulting – Asbestos Testing Results

Acting Executive Director White provided a report on asbestos testing results. There was no asbestos found at the Hoover well house building, and only a positive asbestos test result in the Hoover “Old Shop” window caulk.

IX. NEW BUSINESS

a) MOTION: Millbrook Bridge South Approach (Old Whitfield Road / Valley (Dobson) Lane - Tracts 1 and 2) - Resident Easement Access Request(s)

Commissioner Peterson made a motion to forward a request to the State’s Attorney’s Office to complete a legal review of the right-of-way assignment, underlying property, and process to vacate the District’s assigned ROW (Tracts 1 and 2) at the old Millbrook Bridge south approach and abutment. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

X. Other Items of Business

a) MOTION: Approval of a Kendall County Planning, Building & Zoning License Agreement Change – Pickerill-Pigott Estate House (Date Change Only) from June 20, 2024 to June 18, 2024 – GCEP Partner Meeting

Commissioner Flowers made a motion to approve a date change and waiver of fees for the Kendall County Planning, Building & Zoning Agreement change – Pickerill-Pigott Estate House June 18, 2024 GCEP Partner meeting. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

b) Brood XIII 17-Year Periodical Cicadas - Citizen Science Project Updates

Environmental Education and Outreach Division Manager Wiencke provided a summary and summary report on the District’s citizen science project.

c) Kendall County Storm Water Variance Public Hearing – Subat Nature Center Project June 18, 2024 at 9:00 AM – Kendall County Office Building – Rooms 209 and 210 111 W. Fox Road Yorkville, IL 60560

Executive Advisor Guritz provided updates on the storm water variance request. The District has responded to all WBK project inquiries and requested amendments.

XI. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)

DRAFT FOR COMMISSION APPROVAL: 6/18/2024

Finance Chair Wormley remarked the next Finance meeting will take place on Thursday, June 27, 2024. The Committee will be reviewing the final draft of the Ohio Valley Pipeline temporary easement agreement.

Operations Chair Koukol reported that the next meeting will take place on Wednesday, July 3, 2024.

XII. Public Comments

No public comments were offered from citizens in attendance.

XIII. Executive Session

None.

XIV. Summary of Action Items

Executive Advisor Guirtz provided a summary of action items to be presented to Commission for approval.

XV. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Gengler. Aye, all. Opposed, none. Meeting adjourned at 5:51 pm.

Respectfully submitted,

David Guritz
Executive Advisor, Kendall County Forest Preserve District

Claims Listing

6/12/2024 12:26:55 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	2047	COMED	23461890000615 24	ComEd Ellis House	19001161 62270	Utilities	\$560.60
						Sub-Total	\$560.60
	21	ADS, INC	SI-613610	Alarm Services-Ellis	19001161 68580	Grounds and Maintenance	\$566.50
	1060	JOHN DEERE FINANCIAL	11113- 41597061524	Ellis Grounds Supplies	19001161 68580	Grounds and Maintenance	\$68.95
						Sub-Total	\$635.45
					Ellis Barn	Total	\$1,196.05
Ellis Camps	4822	HEATHER BILLINGTON	CampRefund	Ellis Camp Refund	19001163 63040	Security Deposit Refund	\$250.00
						Sub-Total	\$250.00
					Ellis Camps	Total	\$250.00
Ellis Grounds	1060	JOHN DEERE FINANCIAL	11113- 41597061524	Ellis Grounds Supplies	19001162 68580	Grounds and Maintenance	\$85.43
	1323	MENARDS	99269	Fan, lightbulbs, cleaners, anchors, post	19001162 68580	Grounds and Maintenance	\$231.58
	1323	MENARDS	99998	Soap, papertowels, batteries, lightbulbs, post	19001162 68580	Grounds and Maintenance	\$126.54
						Sub-Total	\$443.55
					Ellis Grounds	Total	\$443.55

Ellis House									
541	FIRST NATIONAL BANK OF OMAHA	9778VickMay2024	Vick Credit Card May 2024	19001160 62000	Office Supplies	\$22.30			
					Sub-Total	\$22.30			
1323	MENARDS	290	Trash bags, door closer, nozzle	19001160 68580	Grounds and Maintenance	\$60.33			
					Sub-Total	\$60.33			
				Ellis House	Total	\$82.63			
Ellis Riding Lessons									
541	FIRST NATIONAL BANK OF OMAHA	3583GuritzMay2024	Guritz Credit Card May 2024	19001164 63000	Animal Care & Supplies	\$1,026.46			
541	FIRST NATIONAL BANK OF OMAHA	9778VickMay2024	Vick Credit Card May 2024	19001164 63000	Animal Care & Supplies	\$193.26			
					Sub-Total	\$1,219.72			
529	EQUINE VETERINARY PRACTICE LLC	240731, 241064	Beau-Lameness, meds	19001164 63020	Vet & Farrier	\$235.00			
2057	MATTHEW CAVINESS	12024023	Trims, shoes-Ellis Horses	19001164 63020	Vet & Farrier	\$530.00			
					Sub-Total	\$765.00			
				Ellis Riding Lessons	Total	\$1,984.72			
Ellis Weddings									
3131	GROOT INC	12604442T102	Trash and Recycling Services	19001168 63070	Refuse Pickup	\$107.73			
					Sub-Total	\$107.73			
				Ellis Weddings	Total	\$107.73			

Environ. Educ. Other Pblc Prg		2779	KIMBERLY ADAMS	May2024Reimbursement	Reimbursement-bday party & scout program supplies	19001179 63030	Program Supplies	\$24.75	
								Sub-Total	\$24.75
Environmental Educ. Natrl Beg.									
								Environ. Educ. Other Pblc Prg	Total
541	FIRST NATIONAL BANK OF OMAHA	3433WienckeMay2024	Wiencke Credit Card May 2024	19001178 63030	Program Supplies			\$192.81	
								Sub-Total	\$192.81
Environmental Education Camps									
								Environmental Educ. Natrl Beg.	Total
541	FIRST NATIONAL BANK OF OMAHA	3433WienckeMay2024	Wiencke Credit Card May 2024	19001177 63030	Program Supplies			\$34.02	
3380	AMAZON CAPITAL SERVICES	1WY4-JJWP-9RMW	Summer Camp Supplies	19001177 63030	Program Supplies			\$333.18	
								Sub-Total	\$367.20
Forest Preserve Director									
								Environmental Education Camps	Total
541	FIRST NATIONAL BANK OF OMAHA	3583GuritzMay2024	Guritz Credit Card May 2024	190011 62000	Office Supplies			\$116.84	
1950	YORKVILLE ACE & RADIO SHACK	400515061524	Nuts and keys	190011 62000	Office Supplies			\$7.98	
3380	AMAZON CAPITAL SERVICES	1K4C-JP9T-7P1D	Various Grounds, Hoover, Office Supplies	190011 62000	Office Supplies			\$13.49	
3380	AMAZON CAPITAL SERVICES	1MDP-NYF7-HD3W	Stamp ink	190011 62000	Office Supplies			\$5.83	

3380	AMAZON CAPITAL SERVICES	1PKJ-GLCJ-FTK4	Tissue	190011 62000	Office Supplies	\$14.59
					Sub-Total	\$158.73
1665	SHAW MEDIA	10085118061524	Public Hearing Notice, Bids, Website Hosting	190011 62090	Legal Publications	\$583.42
					Sub-Total	\$583.42
1937	WIRE WIZARD OF ILLINOIS INC	362922	Pickerill Alarm Monitoring	190011 62150	Contractual Services	\$105.00
					Sub-Total	\$105.00
2047	COMED	0616965000061524	ComEd Harris Arena	190011 63510	Electric	\$29.05
2047	COMED	1017879000061524	ComEd Baker Woods	190011 63510	Electric	\$22.22
2047	COMED	2873479000061524	ComEd Richard Young	190011 63510	Electric	\$25.92
2047	COMED	7991865000061524	ComEd Harris	190011 63510	Electric	\$110.79
					Sub-Total	\$187.98
541	FIRST NATIONAL BANK OF OMAHA	3583GuritzMay2024	Guritz Credit Card May 2024	190011 68430	Marketing / Publicity	\$110.62
1665	SHAW MEDIA	10085118061524	Public Hearing Notice, Bids, Website Hosting	190011 68430	Marketing / Publicity	\$59.99
					Sub-Total	\$170.61
541	FIRST NATIONAL BANK OF OMAHA	3433WienckeMay2024	Wiencke Credit Card May 2024	190011 68500	Project Fund Expenses	\$37.95

1323	MENARDS	372	Garden plantings-Stephanie's Garden	190011 68500	Project Fund Expenses	\$22.25
1323	MENARDS	99054	Garden hose-Hoover Garden	190011 68500	Project Fund Expenses	\$63.99
1323	MENARDS	99652	Steel cart, caulk, bucket, shovel	190011 68500	Project Fund Expenses	\$39.90
					Sub-Total	\$164.09
2778	KRAMER TREE SPECIALISTS	14511	Chainsaw Training for staff	191111 68990	Claims	\$2,200.00
					Sub-Total	\$2,200.00
4211	HEY AND ASSOCIATES	22-0380-18543	Grant App Asst-Little Rock Creek Dam	190511 70060	Consultants	\$2,480.00
					Sub-Total	\$2,480.00
					Forest Preserve Director Total	\$6,049.83
506	ELBURN NAPA, INC.	4860061524	Grounds Supplies and Equipment	19001183 62160	Equipment	\$97.24
541	FIRST NATIONAL BANK OF OMAHA	5931WhiteMay2024	White Credit Card May 2024	19001183 62160	Equipment	\$68.16
1060	JOHN DEERE FINANCIAL	111329745061524	Grounds Supplies and Equipment	19001183 62160	Equipment	\$84.98
1950	YORKVILLE ACE & RADIO SHACK	400515061524	Nuts and keys	19001183 62160	Equipment	\$9.60
2663	PRINT SOURCE GRAPHICS	4050	Vinyl Graphics for Vehicle	19001183 62160	Equipment	\$310.00
3008	AUSTIN LUETTICH	June2024Reimbursement	Reimbursement for Cement Mixer Rental	19001183 62160	Equipment	\$30.00
					Sub-Total	\$599.98
1153	KENDALL CO HIGHWAY DEPT	May 2024 Gas	Gas and Diesel May 2024	19001183 62180	Gasoline / Fuel / Oil	\$1,206.37
					Sub-Total	\$1,206.37

Grounds and Natural Resources

Grounds and Natural Resources

487	DUY'S SHOES	101238	Uniform Embroidery	19001183 62400	Uniforms / Clothing	\$45.00
					Sub-Total	\$45.00
1655	SERVICE SANITATION, INC	50-493234061524	Portable Restroom Services	19001183 63070	Refuse Pickup	\$409.37
3131	GROOT INC	12604442T102	Trash and Recycling Services	19001183 63070	Refuse Pickup	\$343.33
					Sub-Total	\$752.70
506	ELBURN NAPA, INC.	4860061524	Grounds Supplies and Equipment	19001183 63110	Shop Supplies	\$27.40
678	GRAINCO FS, INC.	60022713	Herbicide	19001183 63110	Shop Supplies	\$2,115.20
1060	JOHN DEERE FINANCIAL	111329745061524	Grounds Supplies and Equipment	19001183 63110	Shop Supplies	\$29.90
1323	MENARDS	98491	Softener Salt	19001183 63110	Shop Supplies	\$53.82
1323	MENARDS	99027	Aluminum roll, lightbulbs, bee foam	19001183 63110	Shop Supplies	\$32.55
1323	MENARDS	99652	Steel cart, caulk, bucket, shovel	19001183 63110	Shop Supplies	\$132.48
3380	AMAZON CAPITAL SERVICES	1K4C-JP9T-7P1D	Various Grounds, Hoover, Office Supplies	19001183 63110	Shop Supplies	\$62.50
					Sub-Total	\$2,453.85
1849	VERIZON	9964531811	Cell Phone Services	19001183 63540	Telephones	\$716.41
3837	T-MOBILE	982008249061524	Cell Phone Services	19001183 63540	Telephones	\$279.44
					Sub-Total	\$995.85

Grounds and Natural Resources									
541	FIRST NATIONAL BANK OF OMAHA	5931WhiteMay2024	White Credit Card May 2024	19001183 68530	19001183 68530	Preserve Improvements	\$263.00		
1323	MENARDS	224	Concrete form, mix	19001183 68530	19001183 68530	Preserve Improvements	\$81.98		
3380	AMAZON CAPITAL SERVICES	1K4C-JP9T-7P1D	Various Grounds, Hoover, Office Supplies	19001183 68530	19001183 68530	Preserve Improvements	\$111.54		
						Sub-Total	\$456.52		
				Grounds and Natural Resources		Total	\$6,510.27		
Hoover									
1937	WIRE WIZARD OF ILLINOIS INC	362921	Meadowhawk Alarm Services	19001171 62270	19001171 62270	Utilities	\$180.00		
1937	WIRE WIZARD OF ILLINOIS INC	362923	Rookery Alarm Monitoring	19001171 62270	19001171 62270	Utilities	\$105.00		
						Sub-Total	\$285.00		
3633	KATY WILLIAMS	24-00130	Moonseed Sec Dep Refund	19001171 63040	19001171 63040	Security Deposit Refund	\$100.00		
4823	DAVID CIESLA	24-00176	Blazing Star Sec Dep Refund	19001171 63040	19001171 63040	Security Deposit Refund	\$100.00		
						Sub-Total	\$200.00		
2047	COMED	0474038000061524	ComEd Hoover Multiple	19001171 63100	19001171 63100	Electric	\$1,581.78		
						Sub-Total	\$1,581.78		
3380	AMAZON CAPITAL SERVICES	1K4C-JP9T-7P1D	Various Grounds, Hoover, Office Supplies	19001171 63110	19001171 63110	Shop Supplies	\$34.88		
						Sub-Total	\$34.88		

3292	SUMMERS HEATING & COOLING	105088061524	Hoover Furnace Service	19001171 63120	Building Maintenance	\$198.00
					Sub-Total	\$198.00
541	FIRST NATIONAL BANK OF OMAHA	5931WhiteMay2024	White Credit Card May 2024	19001171 66500	Miscellaneous Expense	\$195.00
1030	J & D DOOR SALES	120675	Hoover Shop Garage Door Repairs	19001171 66500	Miscellaneous Expense	\$580.00
1323	MENARDS	99858	Mop, safety tape, sanding disc, sander, battery	19001171 66500	Miscellaneous Expense	\$90.66
					Sub-Total	\$865.66
				Hoover	Total	\$3,165.32
2047	COMED	9438565000061524	ComEd Pickerill Shelter	19001184 63100	Electric	\$16.70
4631	GRNE NELNET HOLDCO 2023 LLC	CI-000353206	Pickerill Solar-May 2024	19001184 63100	Electric	\$326.36
					Sub-Total	\$343.06
				Pickerill - Pigott	Total	\$343.06
					Grand Total	\$20,717.92

Pickerill - Pigott

RETAIL PURCHASE AGREEMENT

Delivery

Customer Pick-up

Date 06/11/2024

DEALER



**McCULLOUGH
IMPLEMENT COMPANY**
www.McAgPlus.com

1966 North State Route 1, Watseka, IL 60970 | (815) 432-3965
10102 W 181st Ave, Lowell, IN 46356 | (219) 696-7361
4620 W US 6, Morris, IL 60450 | (815) 942-6620

PURCHASER

NAME Kendall County Forest Preserve

ADDRESS 110 West Madison

CITY Yorkville STATE IL ZIP 60560

PHONE (630) 553-4025

EMAIL awhite@kendallcountyil.gov

Qty	Unit No.	Model Number, Serial Number, Description	Amount
1		Kubota ZD1211-3-60 Diesel Side Discharge Zero Turn with semi-pneumatic front tires	\$19,999
		Sourcewell Discount	(\$4,399.78)
		Factory Freight	\$275
		PDI	\$400
		CPU	\$0

BILL OF SALE FOR PROPERTY TAKE IN TRADE
For value received I/We hereby bargain and sell, grand and deliver to DEALER named above the listed trade-in machines and certify that such is free of encumbrance unless otherwise noted.

Unit Numbers	Trade-In Equipment	Serial Numbers
	2018 John Deere Z960M	

Total Cash Purchase Price	\$ 16,274.22
Trade-In Allowance	\$ 1,000
Trade Difference	\$
Tax	\$ Exempt
Total Amount Due	\$
Cash with Order	\$
BALANCE DUE	\$ 15,274.22

This order is subject to dealer's ability to obtain such Equipment from the manufacturer and dealer shall be under no liability if delivery of the Equipment is delayed or prevented for any reason beyond the dealer's control. The foregoing overrides all other agreements, whether written oral or implied. Price is subject to increase on or before date of delivery if a price increase is imposed on dealer by manufacturer on or before date of delivery.
Estimated Delivery Date _____

I/We promise to pay the balance due in cash, or in lieu thereof, to execute a time sale or equipment lease agreement which is accepted by a sales finance company or similar financial institution for the purchase or lease price of the Equipment, plus additional charges, if any. Despite a possible physical delivery of equipment, title shall remain in the seller until one of the foregoing is accomplished.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER WHICH UNDERSTOOD TO BE THE ENTIRE AGREEMENT RELATING TO THE SALE AND WARRANTY OF THE ABOVE DESCRIBED MACHINERY. THE WARRANTY DOES NOT APPLY TO USED MACHINERY INCLUDED IN THIS ORDER WHETHER OR NOT DESIGNATED AS SUCH, UNLESS OTHERWISE NOTED.

I CERTIFY THAT THE FARM MACHINERY EQUIPMENT AND RELATED REPAIR AND REPLACEMENT PARTS BEING PURCHASED WILL BE PRIMARILY USED OR BASED FOR USE IN PRODUCTION AGRICULTURE.

(PURCHASER'S SIGNATURE)

This order subject to acceptance by Dealer Dealer's Salesman

(PURCHASER'S SIGNATURE)

DEALER



**McCULLOUGH
IMPLEMENT COMPANY**
www.McAgPlus.com

1966 North State Route 1, Watseka, IL 60970 | (815) 432-3965
10102 W 181st Ave, Lowell, IN 46356 | (219) 696-7361
4620 W US 6, Morris, IL 60450 | (815) 942-6620

PURCHASER

NAME Kendall County Forest Preserve

ADDRESS 110 West Madison

CITY Yorkville STATE IL ZIP 60560

PHONE (630) 553-4025

EMAIL awhite@kendallcountyil.gov

Qty	Unit No.	Model Number, Serial Number, Description	Amount
1		Kubota ZD1211-3-60 Diesel Side Discharge Zero Turn with semi-pneumatic front tires	\$19,999
		Sourcewell Discount	(\$4,399.78)
2		ZD1211 Tweel (\$925 each)	\$1,850
		Discount	(\$115)
		Factory Freight	\$380
		PDI/Install Tweels	\$400
		CPU	\$0

BILL OF SALE FOR PROPERTY TAKE IN TRADE
For value received I/We hereby bargain and sell, grand and deliver to DEALER named above the listed trade-in machines and certify that such is free of encumbrance unless otherwise noted.

Unit Numbers	Trade-In Equipment	Serial Numbers
	ZD331LP 72"	

Total Cash Purchase Price	\$ 18,114.22
Trade-In Allowance	\$ \$3,000
Trade Difference	\$
Tax	\$ Exempt
Total Amount Due	\$
Cash with Order	\$
BALANCE DUE	\$ 15,114.22

This order is subject to dealer's ability to obtain such Equipment from the manufacturer and dealer shall be under no liability if delivery of the Equipment is delayed or prevented for any reason beyond the dealer's control. The foregoing overrides all other agreements, whether written oral or implied. Price is subject to increase on or before date of delivery if a price increase is imposed on dealer by manufacturer on or before date of delivery.
Estimated Delivery Date _____

I/We promise to pay the balance due in cash, or in lieu thereof, to execute a time sale or equipment lease agreement which is accepted by a sales finance company or similar financial institution for the purchase or lease price of the Equipment, plus additional charges, if any. Despite a possible physical delivery of equipment, title shall remain in the seller until one of the foregoing is accomplished.

I CERTIFY THAT THE FARM MACHINERY EQUIPMENT AND RELATED REPAIR AND REPLACEMENT PARTS BEING PURCHASED WILL BE PRIMARILY USED OR BASED FOR USE IN PRODUCTION AGRICULTURE.

(PURCHASER'S SIGNATURE)

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER WHICH UNDERSTOOD TO BE THE ENTIRE AGREEMENT RELATING TO THE SALE AND WARRANTY OF THE ABOVE DESCRIBED MACHINERY. THE WARRANTY DOES NOT APPLY TO USED MACHINERY INCLUDED IN THIS ORDER WHETHER OR NOT DESIGNATED AS SUCH, UNLESS OTHERWISE NOTED.



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 18th day of June in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Lite Construction, Inc.
711 S. Lake Street
Montgomery, Illinois 60538

for the following Project:
(Name, location and detailed description)

Kluber Project No. 23-429-1495
Subat Nature Center
4675 Eldamain Road
Plano, Illinois 60545

The Architect:
(Name, legal status, address and other information)

Kluber, Inc.
41 W. Benton Street
Aurora, Illinois 60506

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Project Manual, Advertisement for Bids, Instructions for Bidders, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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User Notes:

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: In accordance with the terms of document 00 31 13 – Preliminary Schedule.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, Two Hundred Sixty-Two Thousand and Six Hundred Ninety-Seven Dollars and Zero Cents (\$ 1,262,697.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Section 01 23 00 – Alternates	
Alternate No. 1 - Electrical Conduit	\$5,500.00
Alternate No. 2 - Stamped and Stained Concrete	\$42,500.00
Alternate No. 3 - ADA Viewing Scope	\$8,000.00

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Section 01 21 00 - Allowances	
Cash Allowance: Interpretive Displays:	\$110,000.00
Cash Allowance: Decorative Metal Panels:	\$12,000.00
Construction Contingency Allowance:	\$75,000.00
Inspecting and Testing Allowance:	\$15,000.00
Total Allowances:	\$212,000.00

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Applications for Payment submitted to Owner shall be processed by Owner in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Bonds and Insurance.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 Contractor has tendered to Architect a waiver of liens for all work on the project.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

(Paragraphs deleted)

Any dispute arising out of related to the Contract Documents or a Claim related thereto shall be brought in the Twenty-Third Judicial Circuit Court, Kendall County, Illinois. Notwithstanding the foregoing, Owner and Contractor may agree to resolve any dispute through mediation or arbitration with a mediator or arbitrator to be chosen at the mutual election of Owner and Contractor. All costs for mediation or arbitration, exclusive of any attorney’s fees, shall be split equally amongst the Owner and the Contractor.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

David Guritz, Executive Advisor
110 W. Madison Street, Yorkville, Illinois 60560
dguritz@kendallcountyil.gov

§ 8.2.2 A copy of all written correspondence provided to Owner's representative shall be sent to the following:

Kendall County State's Attorney
807 John Street, Yorkville, Illinois, 60560,
Fax (630) 553-4204

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Timothy Campbell
Lite Construction, Inc.
711 S. Lake Street
Montgomery, Illinois 60538

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 Contractor shall purchase and maintain insurance throughout the duration of the project. The insurance required to be maintained by Contractor is set forth in AIA document A201-2017 and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document , A201-2017 and elsewhere in the Contract Documents.

The Project Manual for the Subat Nature Center.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

None.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .3 Drawings

Number	Title	Date
00 01 15	Drawing Index, Exhibit 'C'	April 11, 2024

- .4 Specifications

Section	Title	Date	Pages
00 01 10	Table of Contents, Exhibit 'B'	April 11, 2024	00 01 10-1-3

- .5 Addenda, if any:

Number	Date	Pages
None.		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraphs deleted)

- .6 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Section	Title	Pages
00 11 13	Advertisement for Bids	00 11 13-1-2
00 21 13	Instructions to Bidders (8 Page Attachment)	00 21 13-1-9
00 41 13	Bid Form – Stipulated Sum as submitted by Lite Construction, Inc. (Exhibit 'A')	00 41 13-1-4
00 43 23	Bid Form Supplement – List of Alternates as submitted by Lite Construction, Inc. (Exhibit 'A')	00 43 23-1-1
00 45 13	Bidder's Qualifications as submitted by Lite Construction, Inc. (Exhibit 'A')	00 45 13-1-2
00 45 46.01	Contractor's Certification of Legal Eligibility for Bidding as submitted by Lite Construction, Inc. (Exhibit 'A')	00 45 46.01-1-1
00 45 46.02	Contractor's Drug-Free Workplace Certification as submitted by Lite Construction, Inc. (Exhibit 'A')	00 45 46.02-1-2
00 45 46.03	Contractor's Certification of Background Check as submitted by Lite Construction, Inc. (Exhibit 'A')	00 45 46.03-1-1
00 45 46.04	Contractor's Certification of No Conflict of Interest as submitted by Lite Construction, Inc. (Exhibit 'A')	00 45 46.04-1-1
00 45 46.05	Contractor's Discrimination and Harassment Certification as submitted by Lite Construction, Inc. (Exhibit 'A')	00 45 46.05-1-1

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Brian DeBolt, President
(Printed name and title)

CONTRACTOR (Signature)

Timothy Campbell, Vice President
(Printed name and title)

Init.

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User Notes:

(1517634892)

SECTION 00 41 13
 BID FORM - STIPULATED SUM
 SINGLE CONTRACT

PROJECT: SUBAT NATURE CENTER
 4675 ELDAMAIN ROAD
 PLANO, ILLINOIS 60545

BID TO: KENDALL COUNTY FOREST PRESERVE DISTRICT
 110 W. MADISON STREET
 YORKVILLE, ILLINOIS 60560

BID FROM:	CORPORATE	<u>Lite Construction, Inc</u>
	NAME:	
	ADDRESS:	<u>711 S. Lake Street</u>
	CITY, STATE, ZIP:	<u>Montgomery IL 60538</u>
	TELEPHONE NO.:	<u>630/896/7220</u>
	FAX NO.:	<u>630/896/1304</u>
	EMAIL ADDRESS:	<u>timc@liteconstruction.com</u>
	CONTACT PERSON:	<u>Timothy Campbell</u>

1.01 ACCEPTANCE

THE UNDERSIGNED BIDDER AGREES, IF THIS BID IS ACCEPTED, TO ENTER INTO AN AGREEMENT WITH THE OWNER, IN THE FORM INCLUDED IN THE BIDDING DOCUMENTS, TO PERFORM AND FURNISH THE WORK AS INDICATED IN THE BIDDING DOCUMENTS FOR THE BID PRICE AND WITHIN THE BID TIMES INDICATED IN THIS BID AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

1.02 ACKNOWLEDGMENTS

IN SUBMITTING THIS BID, THE BIDDER REPRESENTS THAT:

- A. This Bid will remain open for acceptance for a period of 45 days from the Bid opening date;
- B. The Owner has the right to reject this Bid;
- C. The Bidder accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding the disposition of the Bid;
- D. The Bidder agrees to sign and submit the Agreement and other documents required by the Bidding Requirements within 14 days after the Owner's Notice of Award;
- E. The Bidder has examined the complete set of Bidding Documents;

- F. The Bidder has visited the site and become familiar with the general, local, and site conditions;
- G. The Bidder is familiar with Federal, State and Local Laws and Regulations;
- H. The Bidder has correlated the information known to the Bidder; information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an Agreement or rules or group, association, organization, or corporation;
- J. The Bidder has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; sought by collusion to obtain for itself an advantage over another Bidder or over the Owner;
- K. The Bidder has received the following Addenda, receipt of which is hereby acknowledged:

- 1. Addendum No. _____ Date _____
- 2. Addendum No. _____ Date _____
- 3. Addendum No. _____ Date _____
- 4. Addendum No. _____ Date _____

THE BIDDER UNDERSTANDS THAT, IN SUBMITTING THIS BID, HE WAIVES ALL RIGHT TO PLEAD ANY MISUNDERSTANDINGS REGARDING THE FOREGOING.

1.03 SINGLE CONTRACT - BASE BID PRICE:

- A. Refer to Section 01 10 00 - Summary.
- B. The Bidder will complete the Work of the Project in accordance with the Contract Documents for the following price:

1. Stipulated Sum Bid Price:

1,206,697.00
(Use Numerals)

One Million Two Hundred Six Thousand Six Hundred Ninety Seven
(Use Words)

1.04 BID BOND

- A. The Bidder has attached the required bid security in the form described by Document 00 43 13 - Bid Security Form with this Bid.

1.05 ALLOWANCES

A. The Bidder has included in the Bid the appropriate allowances as specified in Section 01 21 00 - Allowances.

1.06 ALTERNATES

A. The Bidder has attached Document 00 43 23 - Bid Form Supplement - List of Alternates with this Bid. Refer to Section 01 23 00 - Alternates for description of Alternates.

1.07 CONTRACT TIME

A. The Bidder agrees to begin and complete Work as indicated in Document 00 31 13 - Preliminary Schedule.

1.08 OTHER BID FORM SUPPLEMENTS

A. The following additional Documents are attached to and made a condition of this Bid:

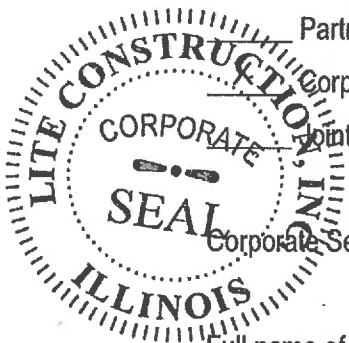
- 1. Document 00 45 13 - Bidder's Qualifications.
- 2. Document 00 45 46.01 - Contractor's Certification of Legal Eligibility for Bidding.
- 3. Document 00 45 46.02 - Contractor's Drug-Free Workplace Certification.
- 4. Document 00 45 46.03 - Contractor's Certification of Background Check.
- 5. Document 00 45 46.04 - Contractor's Certification of No Conflict of Interest.
- 6. Document 00 45 46.05 - Contractor's Discrimination and Harassment Certification.

1.09 SIGNATURES

Respectfully submitted this 15 day of May, 2024.

Type of Firm: (check one)

- Individual
- Partnership
- Corporation
- Joint Venture
- Corporate Seal:(SEAL)



Full name of firm: Lite Construction, Inc

Authorized Signing Officer: *James E. Carroll*

Title: President

Authorized Signing Officer: James G. Caspell
Title: _____

END OF DOCUMENT

SECTION 00 43 23
BID FORM SUPPLEMENT - LIST OF ALTERNATES

1.01 PARTICULARS

A. The following is the list of Alternates referenced in the bid submitted by:

(Bidder) Lite Construction, Inc

Dated 5/15/24 and which is an integral part of the Bid Form.

1.02 ALTERNATES LIST

A. The following amounts shall be added to or deducted from the Bid Amount. Refer to Section 01 23 00 - Alternates: Schedule of Alternates.

1. Alternate No. 1: Furnish and Install one open electrical conduit from east Nature Center concrete pavement conduit stub to Eldamain Road R.O.W. electrical utility pole as shown for future electrical service to the Nature Center.

(Add) \$ 5,500.00

2. Alternate No. 2: In lieu of broomed exterior concrete slab, provide stamped and stained decorative concrete pavement with decorative stamping and with animal track stamping at the Nature Center.

(Add) \$ 42,500.00

3. Alternate No. 3: Furnish and install one ADA accessible viewing scope per Specification Section 32 33 00 and as indicated on the drawings.

(Add) \$ 8,000.00

END OF DOCUMENT

SECTION 00 45 13
BIDDER'S QUALIFICATIONS

ALL QUESTIONS MUST BE ANSWERED AND THE DATA GIVEN MUST BE CLEAR AND COMPREHENSIVE. THIS STATEMENT MUST BE NOTARIZED. ATTACH ADDITIONAL PAGES IF NEEDED.

- 1. Name of Bidder Lite Construction, Inc
- 2. Names of principals James E Campbell - President
- 3. Names of authorized signatories James E Campbell
- 4. Permanent main office address 711 S. Lake St. Montgomery IL 60538
- 5. When organized or incorporated 8/1980
- 6. Where organized or incorporated Illinois
- 7. How many years engaged in contracting business under present company name?
44 years
- 8. Previous names of companies in which the principals listed in Item 2. above have engaged in the contracting business None
- 9. List contracts on hand by name of contract and gross amount
WASD 2024 HS Work - \$7,202,000.00
Kendall County Office Building - \$2,115,970.00
- 10. Have you ever defaulted on a contract? No
If so, where and why? _____
- 11. Have you ever refused to sign a contract at your original bid? No
If yes, explain _____

12. Names, background, experience and current workload of the principal members of your personnel, including the office:

Name Background Years in Contracting Current Workload

Tim Campbell - Vice President - 42 years - Project Manager

Dawn Kantorski - Office Manager - 25 years - Submittals, Contracts, Etc.

John Campbell - Estimator - 5 years - Project Manager

[Empty lines for additional personnel information]

13. Furnish written evidence of amount and type of credit available. see attached

14. Will you, upon request, submit a detailed Financial Statement and furnish any other information that may be required by the Owner? Yes

15. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner, in verification of the recitals comprising the Bid Form Supplement - Contractor's Qualifications.

Dated at 5/15/2024

this 15 day of May, 2024

James E Campbell
(Name of Bidder)

By: [Signature]
(Signature of Bidder's Representative)

Title: President



[Handwritten signature of Dawn L. Kantorski]

END OF DOCUMENT

SECTION 00 45 46.01
CONTRACTOR'S CERTIFICATION OF LEGAL ELIGIBILITY FOR BIDDING

1.01 CONTRACTOR'S CERTIFICATION OF LEGAL ELIGIBILITY FOR BIDDING

A. Lite Construction, Inc as part of its bid on a contract for the project
(Name of Contractor)

as identified in Document 00 01 01, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of Article 33E of Chapter 38 of the Illinois Revised Statutes or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). COMPANY further certifies by signing the Contract documents that COMPANY, 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. Nor has Contractor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of Contractor been so convicted nor made such an admission.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me

This 15 day of May, 2024.

[Signature]
Notary Public

END OF DOCUMENT



**SECTION 00 45 46.02
CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

1.01 CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

- A. Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to KENDALL COUNTY FOREST PRESERVE DISTRICT that it will provide a drug-free workplace by:
1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
 - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - 1) abide by the terms of the statement; and
 - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
 2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the grantee's or contractor's policy of maintaining drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations.
 3. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 4. Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
 5. Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
 6. Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
 7. Making a good faith effort to continue to maintain a drug free workplace through implementation of Section 3 of the Drug Free Workplace Act.
- B. Failure to abide by this Contractor's Drug Free Workplace Certification shall subject the Contractor to the penalties set forth in Sections 6, 7 and 8 of the Drug Free Workplace Act.
- C. Notice: This Contractor's Drug Free Workplace Certification is to be completed by any corporations, partnerships or other entities with twenty-five or more employees at the time of the contract, or a department, division or unit thereof, directly responsible for the performance of a contract of \$5,000 or more with KENDALL COUNTY FOREST PRESERVE DISTRICT.

Lite Construction, Inc

Name of Contractor

By: [Signature]

Its: President

Attest:

By: [Signature]

Its: Secretary

DATED: 5/15/2024

2.01 INDIVIDUAL'S DRUG-FREE WORKPLACE CERTIFICATION

- A. Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned individual hereby certifies to KENDALL COUNTY FOREST PRESERVE DISTRICT that the individual will not engage in the unlawful manufacture, distribution, possession or use of a controlled substance in the performance of the contract.
- B. Failure to abide by this Contractor's Drug Free Workplace Certification shall subject the individual to the penalties set forth in Sections 6, 7 and 8 of the Drug Free Workplace Act.
- C. Notice: This Individual's Drug Free Workplace Certification is to be completed by any individual directly responsible for the performance of a contract of \$5,000 or more with KENDALL COUNTY FOREST PRESERVE DISTRICT.

Tim Campbell

Name of Individual

Signature: [Signature]

DATED: 5/15/24


END OF DOCUMENT

SECTION 00 45 46.03
CONTRACTOR'S CERTIFICATION OF BACKGROUND CHECK


1.01 CONTRACTOR'S CERTIFICATION OF BACKGROUND CHECK

A. Contractor shall exercise general and overall control of its officers, employees and/or agents. Contractor agrees that no one shall be assigned to perform work at Owner's facilities or on Owner's properties on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at Owner's facilities or on Owner's properties absent prior written consent from Owner. Owner, at any time, for any reason and in Owner's sole discretion, may require Contractor and/or Contractor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

James E Campbell
Name of Contractor

By: 
Its: President

Attest:

By: 
Its: Secretary

DATED: 5/15/24

END OF DOCUMENT


SECTION 00 45 46.04
CONTRACTOR'S CERTIFICATION OF NO CONFLICT OF INTEREST

1.01 CONTRACTOR'S CERTIFICATION OF NO CONFLICT OF INTEREST

A. Contractor affirms that no Kendall County Forest Preserve Commissioner or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Kendall County Forest Preserve Commissioner or elected official does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

James E Campbell

Name of Contractor

By: 

Its: President

Attest:

By: 

Its: Secretary

DATED: 5/15/24

END OF DOCUMENT


SECTION 00 45 46.05
CONTRACTOR'S DISCRIMINATION AND HARASSMENT CERTIFICATION

1.01 CONTRACTOR'S DISCRIMINATION AND HARASSMENT CERTIFICATION

- A. Contractor its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- B. Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Contractor must have a written sexual harassment policy, which complies with 775 ILCS 15/3.

James E Campbell

Name of Contractor

By: 

Its: President

Attest:

By: 

Its: Secretary

DATED: 5/15/24

END OF DOCUMENT

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