



**REQUEST FOR PROPOSAL
RFP**

WELCOME SIGN AND WAYFINDING/INTERPRETIVE SIGNS AT LEROY OAKES FOREST PRESERVE

Proposal Due Date: October 4, 2022 by 4:00 p.m. CST

Location of submittal:

**Forest Preserve District of Kane County
1996 South Kirk Road, Suite 320
Geneva, Illinois 60134**

****NOTE: ALL CONTRACTS FOR THE CONSTRUCTION OF PUBLIC WORKS ARE SUBJECT TO THE ILLINOIS PREVAILING WAGE ACT (820 ILCS 130/1, ET SEQ.)****

To obtain proposals contact:

Anna Marano CPPB

**Forest Preserve District of Kane County
1996 South Kirk Road, Suite 320
Geneva, Illinois 60134
630-208-2006**

maranoanna@kaneforest.com

**Project Location: LeRoy Oakes Forest Preserve
37w700 Dean Street, St. Charles, IL 60175**

Issued 09/8/2022

FOREST PRESERVE DISTRICT OF KANE COUNTY

REQUEST FOR PROPOSAL

**WELCOME SIGN AND
WAYFINDING/INTERPRETIVE SIGNS**

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FOREST PRESERVE DISTRICT OF KANE COUNTY
REQUEST FOR PROPOSAL
WELCOME SIGN AND WAYFINDING
INTERPRETIVE SIGNS

SECTION I

INSTRUCTIONS TO PROPOSERS

SUBMISSION

Respondents shall submit one original set and five copies of all proposed documents, including all attachments.

All proposals shall be received in a sealed envelope which has the Firm's name and address written in the UPPER-left hand corner and "RFP Welcome Sign and Wayfinding" written in the LOWER-left hand corner. Proposals are required to be submitted with the RFP forms attached hereto.

Proposals will be due October 4, 2022 by 4:00 p.m. CST. SUBMIT PROPOSALS TO:

Anna Marano, CPPB
Forest Preserve District of Kane
1996 South Kirk Road, Suite 320
Geneva, Illinois 60134

REQUIREMENTS

All Proposals must be submitted on the blank Proposal Forms furnished with this Request for Proposals. Please make and retain a copy of this Request for Proposals and your Proposal for your records. Any Proposals received that are unsigned shall be subject to rejection.

Proposer shall acknowledge receipt of each addendum issued in the space provided within the Proposal Forms.

The Proposer shall return this Proposal with all pages intact. Unless otherwise stated, all blank spaces on the Proposal Pricing page or pages shall be correctly filled in. Proposals in which all items are not complete will be rejected.

All signatures shall be original, in writing and in ink.

No Facsimile Transmittals Proposals will be accepted.

Late Proposals will not be considered and will be returned unopened.

CHANGES

All changes to this Request for Proposal, prior to the proposal due date, shall be in writing by Addenda issued by the District.

ILLINOIS ETHICS ACT

Proposer warrants and represents that it has not violated, and will not violate, any provisions of the Illinois State Officials Ethics Ordinance in responding to this solicitation.

ASSIGNMENT

The Proposer is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its Proposal or the Contract entered pursuant to its proposal, or its rights, title of interest therein or its power to execute such Contract to any other person, company or corporation without the written consent of the District.

HOLDING OF PROPOSAL:

Any Proposer, prior to the deadline to submit a proposal, may withdraw its proposal if the proposer delivers, and The District receives, written notice of the withdrawal of its Proposal prior to the deadline to submit proposals. Proposals may be modified by written correspondence if the proposer delivers, and The District receives, the modification of its Proposal prior to the deadline to submit proposals. Nothing in this paragraph amends the District's authority regarding evaluating or discussing the Proposal with a proposer, negotiating a contract or the method of awarding of a contract.

The Forest Preserve District of Kane County reserves the right to reject any or all proposals submitted. During the evaluation process, the District reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. The District may choose to interview the top firms prior to making a final decision.

The Forest Preserve District of Kane County reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Forest Preserve District of Kane County and the firm selected.

FOREST PRESERVE CONTACTS

Staff responsible for implementing the project include:

- Laurie Metanchuk, Director of Community Affairs
Forest Preserve District of Kane County
1996 South Kirk Road, Suite 320
Geneva, IL 60134
630-232-3955
MetanchukLaurie@kaneforest.com
- Barb McKittrick, Environmental Education Manager
Forest Preserve District of Kane County
Creek Bend Nature Center
LeRoy Oakes Forest Preserve
37W700 Dean Street
Saint Charles, IL 60175
630-444-3191
McKittrickBarb@kaneforest.com

FOREST PRESERVE DISTRICT OF KANE COUNTY
REQUEST FOR PROPOSAL
WELCOME SIGN AND
WAYFINDING/INTERPRETIVE SIGNS

SECTION II

SCOPE OF SERVICES

Background

The Forest Preserve District of Kane County is accepting proposals for the creation (writing, graphic design and fabrication), delivery and optional installation of one welcome sign/kiosk and 13 wayfinding/interpretive signs, and all requisite bases and materials for LeRoy Oakes Forest Preserve, 37W700 Dean Street, St. Charles, Illinois 60175.

This Request for Proposals (RFP) is part of a larger Recreational Trails Program (RTP) grant project at LeRoy Oakes Forest Preserve.

LeRoy Oakes Forest Preserve is one of the most heavily visited preserves within the Forest Preserve District of Kane County's system. This preserve is home to various public amenities, among them: woodlands, wetlands and prairies, Ferson Creek, Creek Bend Nature Center, Pioneer Sholes School, the Durant House Museum, two former dairy barns, a youth campground, picnic shelters, a cross-country course, and the starting point of the regional Great Western Trail.

Currently, there are no trails or signs that tie together all of these unique elements. To address this issue, the District applied for and was awarded a Recreational Trails Program Grant. The RTP grant incorporates a new trail system, picnic shelter, creek crossing, welcome sign and wayfinding/interpretive signs. This RFP solely covers the design, creation, fabrication, delivery and optional installation of one welcome sign/kiosk and 13 corresponding wayfinding/interpretive signs as part of the grant project.

WELCOME SIGN/KIOSK:

Frequently, when visitors first arrive at LeRoy Oakes Forest Preserve, they ask staff: "What can we do here?" They are referring not just to Creek Bend Nature Center but also to the forest preserve as a whole. This welcome sign/kiosk should answer that question. The sign should include:

- The various amenities and natural features throughout the preserve
- The history of the preserve
- A map with distances to each amenity
- A stylized map of the trail systems that are part of LeRoy Oakes Forest Preserve

The welcome sign/kiosk should be prominent — larger than but cohesive with the wayfinding/interpretive signs that are part of this RFP. The welcome sign should be visible from the entire Creek Bend Nature Center parking lot. This sign/kiosk may be one- two- or three-sided. It will be located at the northeast corner of the parking lot of Creek Bend Nature Center, within LeRoy Oakes Forest Preserve, adjacent to the trail. The welcome sign/kiosk should include brochure holder(s)/pamphlet dispenser(s). The sign base selected should be designed to be attached to a concrete pad or footings.

13 WAYFINDING/INTERPRETIVE SIGNS:

Thirteen, new wayfinding/interpretive signs should be created to be installed at identified points along the new trail system, with information and distances noted between each sign. Themes for each of the signs are to include:

1. Prairie
2. Maple Sugaring
3. Spring Wildflowers
4. Pond
5. Wetlands
6. Meadow
7. Savanna
8. Woodlands
9. Oak Barrens
10. Moving Water
11. Pioneer Sholes School
12. Durant House Museum
13. Historic Farmstead and Barns

District staff and partners will provide a bullet-point outline for the above signage. All text and graphics should reflect Kane County-specific flora, fauna, ecosystems and ecology.

District staff must approve all text and graphics, and planned sign bases/structures, prior to any fabrication.

The welcome sign/kiosk, interpretive signs and bases must be durable and able to withstand Midwestern weather over a minimum of 10 years. Sign artwork should be treated so that they are resistant to fading/sunlight. Bases selected should be designed to be buried into the ground, attached to concrete pads or footings.

SCOPE OF PROJECT & SERVICES

The Forest Preserve District of Kane County is seeking to hire a consultant to provide professional services for the creation and fabrication of interpretive/wayfinding signage for LeRoy Oakes Forest Preserve in St. Charles, Illinois. The project includes one large welcome sign/kiosk and 13 interpretive/wayfinding signs.

Phase 1: Design Concept/Development

The consultant will work with stakeholders (the Forest Preserve District of Kane County and partners) to develop preliminary conceptual designs, including interpretive signage and artistic renderings for the proposed project. The conceptual design should represent the vision and character of the Forest Preserve District of Kane County, and provide an engaging, cohesive narrative. The goal of this project is to provide a visually pleasing, meaningful tool to convey all that LeRoy Oakes Forest Preserve has to offer. Determine sign specifications and design concepts for one welcome sign/kiosk and 13 wayfinding/ interpretive signs at LeRoy Oakes Forest Preserve. Design Concept/Development should take place asap through December 15, 2023.

Deliverables:

Conceptual design process should include, at a minimum:

- Meeting with Forest Preserve District staff and stakeholders to discuss overall project, get answers to any questions and a firm understanding of project goals, and firm-up project schedule.
- Present concepts/specs for sign construction and bases, for approval by Forest Preserve District. Sign bases selected should be the type designed to be buried directly into the ground and/or installed on concrete footings/bases.
- Present three initial design concepts to choose from for creative, informative and visually engaging signs that provide preserve visitors with wayfinding information and interpretive text, graphics, maps and images on themes selected by the Forest Preserve District.
- Sign designs should meet all ADA standards and requirements for this Recreational Trails Program (RTP) grant project.

Phase 2: Design

After the Forest Preserve District approves initial design concept and sign specifications (bases, sizes), the consultant will create (write text and graphically design) artwork for one welcome sign and 13 wayfinding/ interpretive signs, for topics and specific locations, as identified by the Forest Preserve District. Fully developed content and graphics should be creative, informative and visually engaging. Signs should all have a cohesive look. Design phase will take place approximately 1/1 – 3/1/2023.

Deliverables:

- Order any sign bases/materials needed for project.
- Present full text for approval, for welcome sign and 13 interpretive/wayfinding signs.

- Present all images for approval (photographs, renderings, maps and any other graphics) for welcome sign and 13 interpretive signs.
- Present detailed artwork for approval, for creative, informative and visually engaging signs on topics identified by the District, including:
 - Wayfinding information
 - Interpretive text
 - Graphics, illustrations and images

Phase 3: Fabrication

After detailed artwork is approved, consultant will fabricate signs in advance of delivery. Sign fabrication will take place approximately 3/1 – 4/1/2023.

Deliverables:

- Order any additional sign bases/materials needed for project.
- Fabricate welcome sign/kiosk and 13 interpretive signs

Phase 4: Delivery

The consultant will deliver all completed signage, bases and/or materials to LeRoy Oakes Forest Preserve, 37W700 Dean St., St. Charles, IL 60175 **at a prearranged date and time to be set by the Forest Preserve District**, approximately 4/1/2023.

DELIVERABLES:

- **Deliver all signs, bases, and related materials at a time/date to be prearranged with the Forest Preserve District of Kane County. Signs must be delivered via inside delivery, brought inside a specified building, without assistance. There is no loading dock. Forest Preserve staff will not assist with bringing materials inside the structure.**

Option A: Installation

The consultant will install all signs and bases in locations determined by the Forest Preserve District.

Deliverables:

- Install all signs, bases and related materials between 5/1/2023 and 6/1/2023.
- LeRoy Oakes Forest Preserve will be open to the public during construction. All work must be done with minimum impact to the public visiting the preserve and the wildlife that live therein.
- Normal hours of operation are Monday – Friday, 8 a.m. – 4:30 p.m. Work will not be permitted before or after these hours, or on weekends or public holidays.
- It will be the contractor’s responsibility to locate all underground utilities beforehand, prior to any installations.
- All dimensions and quantities are approximate. It is the Contractor’s responsibility to verify all areas, quantities and measurements.
- Signs are to be installed in approximate locations indicated by the Forest Preserve District.
- Job site(s) must be left in a clean, orderly and secure condition at the end of each workday. There can be no nails, metal or plastic pieces left on the ground. Contractor must haul away and legally dispose of all trash and debris, each day.
- All work is to be completed in accordance with the attached details and specifications, and no later than 6/1/2023.

ADA ACCESSIBILITY REQUIREMENTS

The project must meet all current ADA accessibility requirements. Vendor must pay special attention to floor transitions (changes in types of material, grade); clearance around exhibit, reach range; firm, stable and slip- resistant surface; operable parts usable without a tight pinch or grasp, etc.

GENERAL NOTES

Normal hours of operation are 8 a.m. to 4 p.m., Monday through Friday. Work will not be permitted before or after these normal hours of work, nor on weekends or public holidays unless the Contractor has given the Project Manager at least 48 hours' notice of each day such work is intended AND obtained approval from the Project Manager prior to such work proceeding.

Contractor is responsible for project and site conditions until signed-off by a District Representative.

Contractor will be required to conduct a pre-construction meeting with a District Representative prior to the start of any work.

All dimensions and quantities are approximate. It is the Contractor's responsibility to verify all areas, quantities and measurements.

All work is to be completed in accordance with the attached details and specifications.

The Contractor will have in his possession at all times on the job site, a copy of the plans and specifications during construction.

Job site must be left in a clean, orderly and secure condition at the end of each workday, including removing all nails and metal/plastic pieces on the ground. Contractor must haul away and legally dispose of all trash and debris.

Creek Bend Nature Center will be open to the public during construction. All work must be done with minimum impact to the public visiting the nature center.

FOREST PRESERVE DISTRICT OF KANE COUNTY
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SECTION III
MINIMUM PROPOSAL REQUIREMENTS

PROPOSAL COMPONENTS

The response must include the following elements in the following order.

- 1) Cover Letter
- 2) Experience
- 3) Personnel
- 4) Proposed Work Plan & Schedule
- 5) References
- 6) Fee Proposal

Cover Letter

Letter of interest

Experience

Experience of the firm/team as designer, fabricator and installer of exhibits of similar scale, complexity, and budget, emphasizing firm's record of meeting estimated budgets and schedules. Note any experience in fabricating exhibits which meet Americans with Disabilities Act requirements. List a minimum of five of the most significant projects performed that are similar to the project described in Section II.

Personnel

Identification and bios of personnel to be directly involved in this project: principals, project managers and professional staff, and others expected to perform work, including those in affiliation. Identify your in-house fabrication and installation staff and capabilities, and those services that you would outsource. Include a list of all subcontractors, and a statement of the subcontractors' qualifications.

Proposed Work Plan & Schedule

Proposed work plan describing individual tasks to be performed and the relative scheduling of those tasks. All deliverable items should be identified and described.

Exhibit renderings, plan sets, conceptual designs, sketches, description of models to be used, samples and other support data should be submitted to support your work plan. All work must be completed and invoiced by November 2022.

References

References from at least three similar projects, at or above \$75,000, to include key owner personnel and project managers, with phone numbers and email addresses.

Fee Proposal

A fee proposal which includes the hourly rate and expense schedule.

All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content, and not on volume or elaborate presentation materials.

Proposals must give the full firm name and address. Person signing the proposal should show title or authority to bind the firm in a contract. Authorized person shall sign proposals in ink.

By submitting a fee proposal, the respondent firm authorizes the Forest Preserve District of Kane County to contact any or all of those firms or individuals listed as references or contacts of the information provided.

PRE-SELECTION MEETING

The Forest Preserve District of Kane County may schedule meetings with select firms to review their proposals in person.

GENERAL REQUIREMENTS

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the Forest Preserve District of Kane County project in conformity with the requirements of this request for proposals. As such, the substance of proposals should demonstrate the qualifications of the firm and of the particular staff to be assigned to this project.

SIMILAR PROJECTS WITH OTHER GOVERNMENT ENTITIES

For the firm's office that will be assigned responsibility for this project, list the most significant projects performed (minimum of five) in the last three years that are similar to the project described in this request for proposal.

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SECTION IV
EVALUATION CRITERIA

The following criteria will be used for screening and selection of the fabricator:

1. **Experience of Firm (20%)**: Innovative, outstanding work that demonstrates the firm's unique qualifications to provide exhibition design and fabrication services. Established record (at least five years) of fabrication and installation excellence for museum facilities and for nature centers specifically. Number, complexity, and nature of exhibitions handled by the firm. Proven experience designing and fabricating exhibits that meet Americans with Disabilities Act requirements.
2. **Personnel Experience (20%)**: Experience and availability of key individuals to work collaboratively with the client to design and fabricate exhibits that are highly interactive, of a similar scale and complexity, and technically accurate from an environmental/nature basis. Proven ability to write, design, illustrate and produce engaging and accurate ecology and nature-themed interpretive signs.
3. **Completeness of Proposal (20%)**: Providing all information as requested.
4. **References (20%)**: Reputation for thoroughness, credibility and client responsiveness as demonstrated through references. Qualified vendors will have positive references for at least three projects.
5. **Cost proposal (20%)**

EVALUATION PROCESS

1. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price.
2. Proposals will be evaluated by an Evaluation Panel selected by the Executive Director of the Forest Preserve District of Kane County.
3. Cost will not be the primary factor in the selection of the firm.
4. The criteria that will be used for the evaluation purposes are listed above.
5. A firm will be selected for recommendation based on which proposal is judged to be the most responsive to the Forest Preserve District of Kane County's requirements and evaluation criteria.

6. The Forest Preserve District of Kane County Commission will review the recommendation for contract award to the Forest Preserve District of Kane County.

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Forest Preserve District of Kane County and the firm selected.

The Forest Preserve District of Kane County reserves the right without prejudice to reject any or all proposals.

FOREST PRESERVE DISTRICT OF KANE COUNTY
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SECTION V

TERMS AND CONDITIONS

The contract terms shall include the minimum specifications contained in SECTION III of this RFP.

The District will enter into contractual negotiations with the highest ranked firm selected by the Evaluation Committee. If a mutual contractual relationship cannot be established that will meet the District's needs, then the District reserves the right to enter into negotiations with the second highest ranked firm and so on.

FOREST PRESERVE DISTRICT OF KANE COUNTY

REQUEST FOR PROPOSAL

WELCOME SIGN AND
WAYFINDING/INTERPRETIVE SIGNS

PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Company Name _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Fax Number _____

Email Address _____

Contact Person _____

(Name of person to contact regarding Proposal)

PROPOSED PRICE: _____

HOURLY RATE: _____

EXPENSES: _____

TIMELINE: _____

To: Forest Preserve District of Kane County

The undersigned, as a Vendor, declares that he/she has fully examined the Request for Proposal and Scope of Services for the above designated project, all of which are attached hereto and on file in the Administrative Office of the Forest Preserve District of Kane County, 1996 S. Kirk Road, Suite 320, Geneva, Illinois 60134, and all other documents referred to or mentioned in the Proposal Documents, including Addenda No. _____, and _____ issued thereto;

Further, Vendor proposes and agrees if this Proposal is accepted by the District, to execute and fully perform the work required under this Document.

FOREST PRESERVE DISTRICT OF KANE COUNTY
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PROPOSAL FORM AFFIDAVIT / CERTIFICATION

State of _____)

County of _____)

The undersigned being duly sworn certifies that he/she is (complete one of the following):

- a. Sole Proprietor of _____
(Name of firm)
- b. A Partner of the Partnership d/b/a _____
(Name of Partnership)
- c. An Officer of _____
(Name of Corporation)
- d. The Manager of _____
(Name of Limited Liability Company)

Hereinafter called the Proposer and that; if Proposer is an entity described above, the following names and titles are true and correct as of the date hereof:

(President or Partner or Member)

(Vice President or Partner or Member)

(Secretary or Partner or Member)

(Treasurer or Partner or Member)

The undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the organizational documents of the Proposer and the laws of the State of Illinois and that this certification is binding upon the Proposer and is true and accurate. Further the

undersigned certifies that the Proposer is not barred from Proposer on this project as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, Bid-rigging or Bid-rotating.

The affiant deposes and says that he/she has examined and carefully prepared this Proposal from the Contract Documents and that the statements contained herein are true and correct and that this proposal is made without collusion with any other person, firm or corporation.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were unanimously adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Signature and Title

CORPORATE SEAL (if available)

Business Address

City and State

Phone

Fax

Subscribed and sworn to before me this _____ day of _____ AD, 2022.

Notary Public My Commission Expires: _____

This agreement, made this ____ day of _____ between the Forest Preserve District of Kane County, Geneva, Illinois, hereinafter referred to as "District" and _____ hereinafter referred to as "Vendor."

WITNESSETH

That the District and Vendor, for the consideration hereinafter named, agree as follows:

Section I - Contract Documents

The contract documents ("Contract Documents") consist of this document ("the PO Contract"), the project scope; request for proposal, issued by the District dated _____ and bid submitted by Vendor or State of Illinois standing bid, if applicable (the "Project Scope") attached hereto. These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either party to the other that is not contained therein shall be binding. The terms or conditions of this PO Contract may not be modified, except in writing signed by all the parties and in the event any provisions of the request for quote or this PO Contract are inconsistent with any of the Vendor's provided documentation, the terms of the request for quote and this PO Contract shall govern.

Section II - Contract Work

The Vendor shall provide the services to fully execute the Work described in the Contract Documents and approved hereby. The Work shall be furnished and completed in accordance with the Contract Documents (hereinafter the Work is also sometimes called the "Project").

Section III - Date of Commencement

The Work shall commence upon execution of contract and shall be completed in a timely manner. Time is of the essence for all matters concerning this Contract.

Section IV - Contract Sum

The District agrees to pay the Vendor for the performance of the Contract Work the sum of _____ (\$_____.00). Payment shall be made to the Vendor by the District only after the Vendor has fully performed the Contract Work.

Section V - Additional Terms

1. The Vendor, subcontractor, and suppliers shall perform all work required for the Project in a good and workmanlikemanner.

2. To the extent that the Project is a public work within the definition of the Prevailing Wage Act (820 ILCS 130/.01 et seq. the "PWA"), Vendor shall fully comply with the PWA, including paying and requiring every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with the PWA. The Vendor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractor, of all changes in the schedule of prevailing wages. Any increases in costs to the Vendor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Vendor and not at the expense of the District. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Vendor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the District as required by Statute. The Vendor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. Certified Transcript of Payroll must be submitted prior to payment of any invoices.
3. Vendor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Vendor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, the Substance Abuse Prevention of Public Works Act, and traffic and public utility regulations.
4. Vendor shall contact J.U.L.I.E. (1-800-892-0123) and have the worksite checked for buried utility lines prior to work, if any excavation is required in the Project Scope.

5. Any and all documents and improvements subject to this agreement are, at all times, property of the District.
6. Vendor will be required to file a written substance abuse prevention program with the District for the prevention of substance abuse among its employees prior to the commencement of work.
7. Vendor shall submit a Certificate of Insurance complying with the terms, per the Project Scope, prior to mobilization.

Section VI — Insurance

Vendor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District shall be included as a named insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Professional Liability Insurance

As applicable for all professional services rendered as part of the Project Scope, Vendor and its professional consultants and contractors shall maintain professional liability and, if also necessary to insure the full nature and scope of services provided under the Project Scope, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.

C. Business Auto and Umbrella Liability Insurance

Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Vendor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Vendor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Vendor shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Vendor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Contract at District's option.

Vendor shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Vendor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

4. Subcontractors

Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance of the type specified above. When requested by the District, Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Vendor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses

including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of the Contract.

Section VII - Assignment

This Contract is non-assignable in whole or in part by either party, and an assignment shall be void without the prior written consent of the District, whose consent shall not be unreasonably withheld.

Section VIII – Independent Contractor Status

Vendor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it as well as any persons or agents as it may employ are not employees of the District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

ACCORDINGLY, IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE VENDOR SHALL HAVE THE FULL CONTROL OF THE WAYS AND MEANS OF PERFORMING THE WORK REFERRED TO ABOVE AND THAT THE VENDOR OR ITS EMPLOYEES, REPRESENTATIVES OR SUBCONTRACTORS ARE IN NO SENSE EMPLOYEES OF THE DISTRICT, IT BEING SPECIFICALLY AGREED THAT THE VENDOR BEARS THE RELATIONSHIP OF AN INDEPENDENT CONTRACTOR TO THE DISTRICT.

Section IX - Waiver of Terms

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

Section X - Compliance with Freedom of Information Act

Vendor agrees to maintain, without charge to the District, all records and documents for projects of the District in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Vendor shall produce records which are responsive to a request received by the District under the Freedom of Information Act so that the District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Vendor shall so notify the District and if possible, the District shall request an extension so as to comply with the Act. In the event that the District is found to have not complied with the Freedom of Information Act due to Vendor's failure to produce documents or otherwise

appropriately respond to a request under the Act, then Vendor shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

Section XI - Other Applicable Laws

This contract shall be governed by the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this Contract shall be filed in the Sixteenth Judicial Circuit, Kane County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contract, its successors or assigns, against the District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.

Section XII – Notices

Notices given pursuant to this Contract shall be mailed by first class mail to or delivered at the address of the Vendor and contact person as set forth above or to the District at 1996 S. Kirk Road, Suite 320, Geneva, Illinois 60134, to the attention of Kenneth Stanish, Director of Finance, or to his attention at Fax # 630-232-5924; or to him by email at: stanishken@kaneforest.com. Other forms of actual notification may be used, provided they are made to the contact person set forth above or to the attention of the Director of Finance for the District, as set forth in the prior sentence. Email, Fax, Overnight Delivery Services or other form of delivery shall be deemed made on the day following receipt of same by the recipient.

The parties hereto have hereinabove set their respective hands and seals the day and year first above written, intending thereby to enter into all of the foregoing terms and conditions as a binding and enforceable legal contract.