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ADDENDUM #1

**Forest Preserve District of Cook County
Request for Expressions of Interest
For Reuse of Former Watchman Residence
1826 W. 91st Street in Dan Ryan Woods**

**Project No. 22-80-23
Solicitation No. 22-80-007808**

June 10, 2022

This addendum forms a part of the posted documents and modifies the original Request for Expressions of Interest as noted below. Acknowledge receipt of the addendum in the space provided in the attached form and include the form in your submitted expression of interest.

This addendum consists of two (2) typed page, attached Addendum Acknowledgement Form and attached Inspection Release and Waiver of Liability form.

ITEM #1

The Pre-Submittal Conference will begin at 10:00 am on Wednesday June 15, 2022 and is available as a zoom teleconference:

<https://fpdcc.zoom.us/j/82175179005?pwd=N2I3dCsxY0JucEhqUDdZeHNYV1FsUT09>

or in person at the Forest Preserves of Cook County Calumet Division Headquarters Building adjacent to the residence and located at the following GPS Coordinates:
41.728889, -87.668928

Following the Pre-Submittal Conference until 12:00 pm there will be opportunity for a site visit of the residence.

ITEM #2

During a recent inspection of the property, damage to walls and ceilings were observed. These damages are likely caused by roof leaks, condensation, and animal infestation. The observed conditions include presence of animal feces, holes in plaster walls and ceilings, the collapse of plaster ceilings and the suspected presence of mold. No testing for the presence of mold has been performed.

ITEM #3

Persons requesting entry to the property shall be required to complete an Inspection Release and Waiver of Liability prior to entering the building. See attached.

ITEM #4

ACM Report dated April 30, 2020 and a series of photos and videos of the interior of the building can be downloaded at the following location:

<https://www.dropbox.com/sh/jlo5om2cneq4tkm/AAD7-GVdNJzfSUa93khA7CYa?dl=0>

END OF ADDENDUM #1

ADDENDA ACKNOWLEDGE FORM

IMPORTANT NOTICE: Each Proposer shall acknowledge receipt of any addenda issued on the spaces provided below and submit this form with its proposal.

**Request for Expressions of Interest For Reuse of Former Watchman Residence
1826 W. 91st Street in Dan Ryan Woods**

**Project No. 22-80-23
Solicitation No. 22-80-007808**

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

N/A (No Addenda Issued)

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

RELEASE AND WAIVER OF LIABILITY

CAUTION: PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS.

This Release and Wavier of Liability is given on the date signed below by the undersigned (the "Inspector") in favor of the Forest Preserve District of Cook County (the "Forest Preserves"), and its staff, officers, commissioners, members, agents, directors, independent contractors, and employees, and each of their successors and assigns.

Inspector desires to participate in a property showing and enter the building located at the address specified in the upper left-hand corner of this page and owned by the Forest Preserves (the "Property"). In consideration of being permitted to participate in the property showing, Inspector hereby acknowledges and agrees as follows:

1. Inspector's participation in the property showing is voluntary and at the request of the Inspector signing this document and is not required by the Forest Preserves. A video and photos of the interior of the Property are available to Inspector. Inspector's participation in the property showing may be terminated at any time, either by the Forest Preserves or the Inspector.
2. Inspector acknowledges and agrees that the Property is being made available for inspection in an "as-is" condition and the Forest Preserves is not representing, guaranteeing, or in any way being held responsible for the condition of the Property, nor is the Forest Preserves making any representations as to the suitability of the Property for any intended purpose.
3. Inspector acknowledges and agrees that entering the Property may be hazardous and unsafe. There are inherent risks and hazards associated with participation in the property showing, including, without limitation, serious injury, illness, disease, death, property damage, and/or other loss due to mold, hazardous materials, animal infestation, water damage, falling debris, broken glass, rotten floors, structural damage, unstable structure, noxious odors, and/or other unknown hazards.
4. Inspector agrees to exercise reasonable care for their own safety. Such reasonable care includes, but is not limited to, using proper safety equipment and other equipment as determined and provided by the Inspector.
5. Inspector certifies that they have no medical or other limitations which would affect Inspector's ability to engage in the property showing.
6. **RELEASE AND WAIVER.** Inspector does hereby release and forever discharge and hold harmless the Forest Preserves and its successors and assigns, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Inspector's participation in the property showing or use of the Property. Inspector understands and acknowledges that this Release and Waiver of Liability discharges the Forest Preserves' staff, officers, commissioners, members, agents, directors, independent contractors, and employees from any liability or claim that Inspector may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Inspector's participation in the property showing or use of the Property, whether caused by the negligence of Forest Preserves, its staff, officers, commissioners, members, agents, directors, independent contractors, employees, or otherwise. Inspector also understands that the Forest Preserves does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
7. **MEDICAL TREATMENT.** Inspector does hereby release and forever discharge the Forest Preserves from any claim whatsoever which arises or may hereafter arise as a result of any first aid, treatment or service rendered in connection with the Inspector's participation in the property showing.

8. ASSUMPTION OF THE RISK. Inspector further expressly and voluntarily assumes all risk of injury occurring to Inspector, no matter how caused, occurring as a result of participation in the property showing.

8. MISCELLANEOUS.

a. Inspector expressly agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and that this Release and Waiver of Liability shall be governed by and interpreted in accordance with the laws of the State of Illinois. Inspector agrees that in the event that any clause or provision of this Release and Waiver of Liability shall be held to be invalid by any court of competent jurisdiction, then such clause or provision shall be deemed modified and amended to comply with the Court's decision, and the remaining provisions of this Release and Waiver of Liability shall continue in full force and effect.

b. In the event a civil proceeding is commenced as a result of a dispute arising out of this Release and Waiver of Liability, Inspector consents to the jurisdiction of the Courts of Cook County, Illinois.

c. If any action is taken by or against the Forest Preserves in connection with this Release and Waiver of Liability, and in the event that the Forest Preserves prevails in whole or in substantial part, then Inspector shall pay or reimburse the Forest Preserves for any and all costs or expenses incurred by the Forest Preserves in connection with such action, including but not limited to reasonable attorneys' fees, costs and expenses.

d. Inspector acknowledges that they have had an opportunity to consult with and be represented by legal counsel of Inspector's choosing in the review of this Release and Waiver of Liability, that they have been advised by the Forest Preserves to do so, that the Inspector is fully aware of the contents of this Release and Waiver of Liability and of its legal effect, and that Inspector enters into this Release and Waiver of Liability freely, without duress or coercion, and based on the Inspector's own judgment and wishes and not in reliance upon any representation or promise made by the Forest Preserves, other than those contained herein.

ALL PARTIES ENTERING PROPERTY MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER.

THE UNDERSIGNED INSPECTOR IS EIGHTEEN (18) YEARS OF AGE OR OLDER, HAS READ THIS DOCUMENT, UNDERSTANDS IT, AND ACKNOWLEDGES THAT IT CONSTITUTES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS IN CONNECTION WITH THE PROPERTY SHOWING DEFINED HEREIN. I ALSO UNDERSTAND THAT IF I ENTER/OR ANYONE ACCOMPANYING ME ENTERS THE PROPERTY WITHOUT SIGNING THIS WAIVER IT WILL BE CONSIDERED TRESPASSING.

INSPECTOR SIGNATURE _____ **DATE:** _____

PRINTED NAME _____

ADDRESS _____

PHONE _____
