

County of Kendall
Facilities Management Department
804 W. John St.
Suite B. Yorkville, IL 60560

(630) 553-4102

REQUEST FOR BID

**Public Safety Center &
Health & Human Services
HMA Removal & Replacement**

August 10, 2017

INSTRUCTION TO BIDDERS

General Description: Sealed bids are being accepted for the proposed improvement as follows: **Remove 1 ½” existing HMA and replace with 1 ½” of new HMA at the following Kendall County locations as shown in Attachment D, Site Data: 1102 Cornell Lane & 811 W. John St. Yorkville, IL 60560.** Bidding documents may be obtained from the Facilities Management Office, 804 W. John St., Suite B, Yorkville, Illinois, after **August 10, 2017** between the hours of 8:00 a.m. and 4:00 p.m. CST daily.

Examination: Bidders shall receive a copy of the Instruction to Bidders, Agreement, and Attachments A-D to use in preparing a bid. Examine the documents and the described site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions, which can be determined by examining the documents and site.

Questions and Interpretations: Submit questions about the documents to the Director of Kendall County Facilities Management (“KCFM”) in writing via facsimile (630) 553-4125 or personal delivery. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement. Questions will not be responded to by oral clarification.

Failure to request clarification will not waive bidder’s responsibility to comprehend the documents and perform the work in accordance with the intent of the documents. Signing the Agreement will be considered as implicitly denoting thorough comprehension of the documents and the requirements contained therein.

Submittal: Submit completed bid and other required documents in a sealed envelope clearly marked “Kendall County PSC & Health Facilities HMA Removal & Replacement” and the name and address of the bidder. No responsibility shall be attached to Kendall County for the premature opening of any bid not properly addressed and identified. All Bids shall conform to all terms and conditions set forth in this Request for Bid (RFB). An authorized representative of the bidder must sign, in ink, the bid. Unsigned bids will not be considered. Also, no bid will be considered unless all stipulations of this document and the Agreement have been completed which includes, but is not limited to completing all of the requested information in Attachment C-Fees and Reimbursements.

A complete bid packet includes the following documents:

- Signed Bid,
- Completed Agreement,
- Completed Attachment C - Fees and Reimbursements,
- Prequalification Documents (References & licenses),
- Proposed mix design, and
- Bid bond, if required.

Completed bids can be forwarded or mailed to Kendall County Facilities Management, 804 John St., Suite B, Yorkville, Illinois, 60560. Bids must be received before **Friday, August 18, 2017 at 10:00a.m. CST** in order to be considered. Facsimile and/or e-mail transmitted bids will not be accepted by Kendall County.

Bids shall be deemed a Firm Offer continuing for sixty (60) calendar days after the date and time set for Opening of Bids and thereafter until withdrawn by written notice received by KCFM. Bids may not be modified, withdrawn, or cancelled by the bidder during this sixty (60) calendar day time period.

Pre-qualification: The bidder shall submit on a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the company name, contact person's name, company address, and company telephone number. The bidder shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

Kendall County also reserves the right to require bidders to provide information necessary to determine the qualification of the bidder to satisfactorily perform the work including:

- Maintaining a permanent place of business.
- Having adequate equipment to perform the work properly.
- Having a suitable financial status to meet the obligations incidental to the work.
- Having the appropriate technical expertise, certification, degree, and experience.
- Having satisfactorily performed contracts of similar nature and magnitude.

- Having at least 5 years experience performing work of this type

Opening: Bids shall be stamped with the date and time received. The bids shall be opened on **Friday, August 18, 2017 at 10:00a.m. CST**, by the Director of KCFM or his designee. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all bidding documents to the Facilities Management Committee.

Award: It is the intent of Kendall County to award the bid to the lowest responsible bidder who has met all stipulations of this document and the Agreement. Low bid will be established by comparing Attachment C.

Rejection of Bids: The Kendall County Board, Kendall County Facilities Management Committee, and Kendall County Facilities Management Director reserve the right to modify the terms and conditions of this RFB; to reject any or all bids; to waive technicalities, and to award a contract which is in the best interests of Kendall County.

Miscellaneous: Kendall County shall not be responsible for any expenses incurred by the bidder in preparing and submitting a Bid in response to this RFB.

Disqualification: Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. Also, Kendall County reserves the right to disqualify bids submitted by any individual or entity who is barred from bidding on this Bid as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

Confidential Information and County Property: It is agreed that any and all specifications, drawings, or data furnished by Kendall County shall (1) remain Kendall County's sole and exclusive property; (2) be considered and treated by the bidder as Kendall County's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this Agreement and (3) be returned upon request. Bidder will ensure all subcontractors, officers, agents, and employees maintain this confidentiality.

Acknowledgement of Insurance Requirements: By signing its Bid, bidder acknowledges that it has read and understands the insurance requirements for the Bid. Bidder also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Kendall County may rescind its acceptance of the bidder's Bid. The insurance requirements are contained in the "AGREEMENT" found herein.

Agreement Review & Approval: Any Agreement resulting from the acceptance of this Bid Kendall County shall be on forms either supplied by or approved by the Kendall County's State's Attorney's Office. The County of Kendall reserves the right to reject any agreement that does not conform to the RFB (and the terms and conditions expressed herein) and any further Kendall County requirements for Agreements.

Clarification: Kendall County reserves the right to request clarification of information submitted and request additional information as needed. Failure to respond promptly is cause for rejection.

Negotiations: Kendall County reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to the accomplishment of the purpose of the RFB. Kendall County may require the entire Bid be made an integral part of the resulting Agreement. All responses, supplemental information, and other submissions provided by the Bidder during discussions or negotiations will be held by Kendall County as contractually binding on the successful Bidder.

Contractor Responsibilities: The selected Contractor will be required to assume responsibility for all services offered in this Bid. Kendall County will consider the selected Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the Agreement.

Execution of Documents / Contract Award:

- a) The Bidder, in signing his/her Bid on the whole or on any portion of the work, shall conform to the following requirements:
 - I. Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
 - II. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the Bid, executed by the partners.
 - III. Bids which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
 - IV. If such Bid is manually signed by an official other than the President of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid shall be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract will be deemed as awarded when formal notice of award has been duly served upon the intended awardee(s).

Execution of Contract: Notwithstanding any delay in the preparation and execution of the formal Agreement, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within ten (10) calendar days following receipt of official written order of Kendall County to proceed, or on date stipulated in such order. The successful bidder must not commence any billable work prior to the parties' execution of the Agreement and until after the successful bidder has received official written order of Kendall County to proceed. Work done prior to these circumstances shall be at the bidder's risk.

The accepted bidder shall assist and cooperate with Kendall County in preparing the attached Agreement, and within 10 calendar days following its presentation shall execute same and return to the Director of KCFM.

AGREEMENT

THIS Agreement is entered into the day and year first set forth below between *KENDALL COUNTY, ILLINOIS* (hereinafter “Kendall County”), with its principal place of business at 111 W. Fox St., Yorkville, Illinois, 60560 and (Company Name) with its principal place of business at _____(hereinafter referred to as “Contractor”). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Incorporation:** This Agreement includes and incorporates by reference herein all terms and conditions set forth in the RFB dated August 7, 2017, the Bid submitted by Contractor, this page (the “Initial Page”), the terms and conditions set forth on the following pages, hereof, Attachment A (Scope of Service), Attachment B (Places of Service), Attachment C (Fees & Reimbursements), Attachment D (Site Data), and all other official attachments or addenda, all of which are collectively referred to as “Agreement.” In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: first this document, then the RFB, then Attachment C, then Attachment A, then Attachment D, then other Attachments or addenda to this Agreement/RFB, and then the submitted Bid.
2. **Effective Date & Term:** This Agreement shall be effective as of its execution and continue for one year or upon completion of the identified work to the satisfaction of Kendall County, whichever is later, or as terminated by either party pursuant to the terms in the Agreement.
3. **Services:** Contractor will provide Kendall County with the following types of services: **Remove 1 ½” existing HMA and replace with 1 ½” of new HMA at the following Kendall County locations as shown in Attachment D “site data”: 1102 Cornell Lane & 811 W. John St. Yorkville, IL 60560.**
4. **Modifications:** Agreed-upon changes, which increase or decrease the scope of services to be performed, may subject the Fees & Reimbursements set forth in Attachment C to a mutually agreeable adjustment. All changes or adjustments must be in writing, signed by both parties to the Agreement.
5. **Payment:** In consideration for Contractor providing the services, to the satisfaction of Kendall County, as set forth in this Agreement, Kendall County agrees to pay for the services per attachment C, “**Fees & Reimbursements.**” Contractor must present an invoice to the KCFM Director, in accordance with Attachment C. The total amount of the invoice shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* Kendall County reserves the right to reject any portion of the invoice that is outside the scope of the approved work or outside the scope of any additional approved work.
6. **Indemnification:** Contractor agrees to indemnify hold harmless, and defend, with counsel of Kendall County’s own choosing, Kendall County, including its past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys’ fees and other legal expenses, which Kendall County, its board members, elected officials, insurers, employees, or agents may sustain, incur or be required to pay arising out of Contractor’s negligence, willful acts, errors, omissions, or performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005,

any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Contractor's duty to indemnify and hold the Kendall County harmless as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Government Employee Tort Immunity Act. (745 ILCS 10.1 et seq.) by reason of indemnification or insurance. Indemnification obligations shall survive the termination of this Agreement.

7. **Kotecki Waiver:** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Kendall County, Illinois and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract
8. **Insurance:** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth herein. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Contractor shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, and (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor shall it be deemed as a limitation on Contractor's liability to Kendall County under this Agreement.
9. **Property Damage:** All loss or damage arising out of the nature of the work performed by Contractor including, but not limited to any damage caused to Contractor's equipment during the performance of said work shall be sustained at Contractor's expense. Contractor shall also be held responsible for any and all damage caused by Contractor in the performance of services under this Agreement. Any damage caused by Contractor to the County's parking lots, islands, sidewalks, buildings, and/or other Kendall County property may be repaired by Kendall County, in its sole discretion, and either deducted from the payment owed to the Contractor or billed to Contractor, at Kendall County's discretion.
10. **Independent Contractor:** Contractor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and

owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

11. **Termination:** Notwithstanding any other provision of this Agreement, this Agreement may be terminated by Kendall County upon written notice delivered to Contractor at least thirty (30) calendar days prior to the effective date of termination, or by Contractor upon written notice delivered to Kendall County at least sixty (60) calendar days prior to the effective date of termination.
12. **Warranties:** All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of Kendall County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. All services and workmanship shall comply with State and Federal standards, laws, and regulations. No warranties implied or explicit may be waived or denied.
13. **Protection of Work and Clean-Up:** The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by officers, employees, agents, or subcontractors,) until its completion and final acceptance, and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor's shall be liable therefore. Contractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. Contractor shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Contractor or Contractor's officers, employees, agents, or subcontractor or used under their direction during construction. Contractor shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the KCFM Director
14. **Assignment:** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
15. **Confidentiality:** It is understood and agreed to by Contractor that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).
16. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, Kendall County Facilities Management, Attention: Director, Facilities Management, 804 John Street,

Suite B, Yorkville, Illinois, 60560, fax (630) 553-4125, with copy sent to: State’s Attorney, Attention: Eric Weis, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Contractor, to: _____

_____.

17. **Force Majeure:** Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The claiming party with all reasonable dispatch will remedy the cause of such inability to perform.

18. **Certification:** Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

Contractor further certifies by signing the Agreement that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and 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 the company been so convicted nor made such an admission.

19. **Compliance with State and Federal Laws:** Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage laws, and labor laws.

20. **Equal Opportunity/Non-Discrimination:** The Contractor and any Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications. 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.

21. **Prevailing Wage:** To the extent that this Agreement may call for the construction, demolition, maintenance and/or repair of a “public work” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”), such work shall be covered under the Act. The Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county

where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All Contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

22. **Employment of Illinois Workers on Public Works Act:** If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Act"), Contractor, its consultants, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures," and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) calendar days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
23. **Conflict of Interest:** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Kendall County officer 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.
24. **Remedies:** In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses, and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
25. **Waiver:** The Parties' waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
26. **Background Checks/Security:** 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 Kendall County's facilities 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 Kendall County's facilities absent prior written consent from Kendall County. Kendall County, at any time, for any reason and in Kendall County'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.

27. **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
28. **Counterparts:** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
29. **Waiver of Lien:** Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement.
30. **Occupational Safety and Health Act:** The Contractor and any Subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.
31. **Drug Free Workplace:** Contractor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
32. **Default:** The Agreement may be canceled or annulled by Kendall County in whole or in part by written notice of default to the Contractor upon nonperformance or violation of RFB and/or Agreement’s terms. Failure of the Contractor to deliver services within the time stipulated in its offer, unless extended in writing by Kendall County, shall constitute an Agreement default.
33. **Authority to Execute Agreement:** Kendall County and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
34. **Governing Law & Venue:** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. Notwithstanding any other provision to the contrary, venue in all legal proceedings between the parties shall be in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
35. **Taxes:** Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status. No submitted Bids can include any amounts of money for these taxes.

WITNESS WHEREOF, the parties hereto caused this Agreement to be executed this _____ day of _____, 2017.

(Company Name)	KENDALL COUNTY, ILLINOIS
BY:	BY:
NAME:	NAME: Scott Gryder
TITLE:	TITLE: Kendall County Board Chairman
	Attest:
	Debbie Gillette, Kendall County Clerk

ATTACHMENT A SCOPE OF SERVICE

The Contractor shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined.

The Contractor is to supervise or provide a competent foreman to supervise all of the work involved and directly communicate with KCFM.

DESCRIPTION OF WORK:

This project includes the removal and replacement of HMA on part of the Public Safety Center parking lot, 1102 Cornell Lane, and part of the Health Department parking lot, 811 W. John Street, Yorkville, Illinois. The Contractor shall remove 1 ½ “of existing HMA and replace with 1 ½” of new HMA for the locations listed in Attachment B, Places of Service. As shown in Attachment D, Site Data.

PRE-PROJECT MEETING

Prior to the start of the project, the Contractor shall meet with the KCFM Director to review the requirements of the contract and other logistics of the services being performed. The meeting shall consist of reviewing all properties for damage already incurred to curbs, storm drains, and landscaping; determining logistics in each area of work, contact names and telephone numbers; and invoicing procedures.

STANDARDS:

The work performed under this agreement shall comply with the “Standard Specifications for Road and Bridge Construction “ adopted April 1, 2016, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways” and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, excepted as modified herein..

HMA SURFACE COURSE. MIX C. N50:

The Hot Mix Asphalt mix design, production, and construction (materials, machinery, and methods) shall conform to the specific requirements of the standard specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and Special Provisions for Hot Mix Asphalt mixtures and as modified below:

Specifically, Article 1030.04 (1) of the Standard Specifications for Road & Bridge Construction shall be amended to require that the Adjusted Job Mix Formula (AJMF) for this project shall include not less than 40% and not more than 48% (by weight) of all aggregates in the Surface Course mix design passing the #8 sieve.

Hot-Mix Asphalt Mixtures: The contractor shall provide a state-approved mix design for HMA Surface Course for all work contemplated under this Agreement, as amended by this Special Provision. Proposed mix design shall be submitted to Kendall County for review along with submittal of the bid.

TRAFFIC CONTROL

The Contractor shall protect the work area from traffic during construction operations. All traffic control required to complete the improvements shall be considered incidental to services provided under this Agreement, and shall comply with State standard, laws, and regulations.

**ATTACHMENT B
PLACES OF SERVICE**

Services performed under this agreement shall be at the following locations:

Public Safety Center
806 W. John Street
Yorkville, IL 60560

Health Department
811 W. John St.
Yorkville, IL 60560

**ATTACHMENT C
FEES & REIMBURSEMENTS**

Contractor shall submit *an original invoice to the KCFM Director* upon completion of the work and after it has been inspected by the KCFM Director. Payment of invoices shall occur in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. Each location shall be individually listed on the invoice with a sub-total for each location. See attached example.

Total Project Cost Including Labor for all aspects of the RFB must be included in the table below:

No.	Item	Unit	Estimated Quantity Total	Unit Price Health Facility	Unit Price Public Safety Center Facility	Health Facility Total Including Labor	Public Safety Center Total Including Labor
1	HMA Surface Removal 1 1/2 "	SQ YD	4,200				
2	Class D Patches, Type IV, 8"	SQ YD	25				
3	Bit Mar (Prime Coat)	POUND	2,000				
4	HMA Surface Course Mix C N50	TON	350				

Bidders Bid to Make Entire Improvement Health Facility:
(Includes Labor for aspects of the RFB)\$

Bidders Bid to Make Entire Public Safety Center Facility:
(Includes Labor for aspects of the RFB)

ATTACHMENT D
SITE DATA

