

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

(630) 553-4102

REQUEST FOR BID

**Public Safety Center
H.V.A.C. & Controls
Improvements**

October 12, 2017

Executive Summary Overview

Kendall County Public Safety Center

Existing Condition:

The Public Safety Center is located at 1102 Cornell Lane in Yorkville, IL. The facility is a 2 story Administration Office and Jail Facility. There are six main air handling and or multi-zone units between the Public Safety Center Administration areas and Jail Facility. The Administration Office is approximately 26,000 square feet in space and is served by two (2) Air Handling Units (“AHU”): AHU # 1 & 2. The west jail area is a subsection of the Jail Facility and is approximately 8,800 square feet in space and is served by a Multi-Zone Air Handling Unit (“MZU”): MZU #3. The Administration Office AHUs are constant volume with frequency drives units, a main hot water heating coils, associated Variable Air Volume (“VAV”) boxes, hot water reheat and electric steam grid humidifiers. The Jail AHUs are constant volume units with frequency drives, a main hot water heating coil, dx coil, and dual acting damper multi-zone air handlers. The entire Jail Penthouse areas are filled housing the existing AHUs and MZU’s and associated components. In the Administration Office, ductwork at the Public Safety Center air is distributed horizontally on each floor to each zone. In the Jail Facility, both supply and return ductwork is distributed around the Penthouse to each jail zone.

In the Administration Office, the HVAC System Controls were upgraded several years ago to Trane Direct Digital Control (“DDC”) computerized control. The Trane DDC controls AHU #1 & 2. and condensing unit only. The VAV controls are still pneumatic on the Robertshaw system. In the Jail Facility, the HVAC System Controls are original to the facility and are on a Robertshaw pneumatically controlled system.

The Public Safety Center was originally built in 1992 at a time when building/energy codes were not as strict and demanding as they are today. As such, HVAC systems like these met code, and were the industry standard at that time. If this same facility were built today, this exact HVAC system would not meet current building/energy code. Further, AHU-1, AHU-2, and MZU-3 date back to the building’s 1991 construction. Given the high cooling demand along with the 24-7 runtime on these units, they are near the end of their useful lives and need to be proactively replaced. Additionally, the R-22 refrigerant used by these systems is becoming obsolete, is no longer in production for new equipment, and is resulting in costlier service & repair each year. This means any repairs done to the existing systems shall be significantly more expensive or unavailable in the future.

The scope of our proposed project includes updating the building HVAC systems to ultra-high energy efficiency, bringing the HVAC systems up to current code, and replacing all of the 1991 refrigeration systems with new, high-efficiency systems. KCFM is also interested in exploring “Alternate Solutions” in the replacement of these split system units. The new systems shall significantly reduce the cooling energy required, thus reducing the electrical costs. New environmentally friendly refrigerant shall significantly reduce maintenance costs. Kendall County will also see capital cost avoidance, as the existing systems are prone to failure given their age and significant demand.

Attachment A – Scope of Work

- Replace the existing AHU #1, #2 & MZU #3 indoor units including evaporator coils and outdoor condensing units with new, energy efficient units of like configuration, and explore replacing the existing unit setups with alternate solutions deploying energy efficient technologies that were unavailable when these units were initially deployed.
- Engineer and install replacement equipment on a Vibration Isolation Curb or equivalent manufacturer supported systems with sound attenuation ballast.
- Verify that new systems are capable of being installed on current roof structures.
 - The manufacturer shall furnish a price for an optional extended compressor warranty for 10 years.
- New controls based on the Trane ES Ensemble System, including the following equipment, software, and services at the Public Safety Center:
 - Updated Ensemble software for the server.
 - New controls for the units being replaced.
 - Upgrade of existing BCU's to Tracer System Controllers (SC).
 - New controls for the current boiler systems in place.
 - New controls for space sensing needs.
 - Install new or upgrade existing Trane DDC controls for AHU 1 & 2.
 - New DDC controls to MZU#3 in the Jail Facility.
 - Expand the existing Trane DDC Controls to the new systems.
 - Standardized graphics for existing systems for all facilities included in Attachment B & for all replacement systems.
 - New controls for existing VAV boxes.
 - Implement engineered programs. i.e. Static Optimization.
 - Implement alarm points for existing & new systems for all systems on the Upgraded Trane Tracer ES Ensemble System.

Expectations:

All bids should demonstrate satisfaction of all listed expectations:

- Meet Energy Codes.
- Better temperature and humidity control for the areas where equipment is being replaced.
- Reduce energy costs annually.
- Modernize all HVAC controls to a single networked system.
- Reduced operation and maintenance costs.
- Ability to provide reports on systems operations.
- Provide manufacturer supported systems and software.
- Implement the following programs for all systems:
 - Program supply air temperature reset.
 - Program in static pressure reset.
 - Program in optimization for Hot & Cold decks on all MZU units
 - Provide certified statement of costs to implement these measures with the bid
- Provide pricing options for a Trane service agreement:
 - 1 Year
 - 5 Year
- Provide a project plan for systems replacement and optional work.
 - Detail how the Public Safety Center will be able to continue to function while systems work is being completed. Project Plan shall be in PERT chart form on Microsoft Project Manager. Please provide a detailed estimated timeline of the work to be performed.” The timeline must include details on the following:
 - Equipment ordering schedule for all systems listed in Attachment D.
 - Sequence of installation
 - Temporary equipment installation (if needed)
 - Controls Installation
 - Software Platform Upgrade
 - Proposed commissioning plan.

Attachment A – Scope of Work (Page 2)

Options:

The following options must be priced and available at the request of Kendall County:

- New controls for MZU#4.
- Duct Cleaning & CFM Air Velocity Verification for systems being replaced, including all ductwork to jail pods – Supply & Return

Proposal Contents –Minimum Requirements

- Attachment C (Part 1 & Part 2) – Fees & Reimbursements
- Attachment D – Schedules & Technical Approach
 - Features of proposed equipment
 - Proposed equipment operation & sequence of operations
 - Points List
 - Existing Equipment
 - New Equipment
 - Proposed hardware & software main points
- Attachment E – Experience & Qualifications

Alternate Solutions to current equipment design

- Narrative explaining the reasons why these proposed alternate solutions are better than replacing the existing equipment.
- Proposed schedule for installation
- Proposed Commissioning Program

Attachment B – Places of Service

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

Public Safety Center
1102 Cornell Lane
Yorkville, IL 60560
Equipment & controls
software & hardware
upgrade. Alternate
solutions & Optional
services.

Courthouse
807 W. John Street
Yorkville, IL 60560
Controls software & graphics
Updated to Trane Ensemble
platform. Verify all alarms points
generate alarms to system and
to Facilities Management
cellphones.

Office Building
111 W. Fox Street
Yorkville, IL 60560
Controls software & graphics
Updated to Trane Ensemble platform.
Verify all alarms points generate
alarms to system and
to Facilities Management cellphones.

Health Department
811 W. John St.
Yorkville, IL
Controls software & graphics
Updated to Trane Ensemble
platform. Verify all alarms points
generate alarms to system and
to Facilities Management
cellphones.

Attachment C – Fees & Reimbursements

Pricing Sheet (Part 1)

Equipment & Installation

Cost

AHU1

AHU2

MZU/aka AHU3

Controls

(All new & Systems Changes, Except MZU #4)

Warranty

(10 Year)

Service Agreement

1 Year

5 Year

Discounts

(For doing all work above if any)

Options

New Controls - MZU#4

Duct Cleaning & CFM Verification

AHU #1

AHU#2

MZU#3

MZU#4

Prior to contract signing, the successful Bidder must provide a schedule of values allocating the entire contract sum among various portions of the work, supported by data to substantiate its accuracy, as may be required.

Attachment C – Fees & Reimbursements

Pricing Sheet (Part 2)

Alternate Solutions – to current equipment Design

Option 1 – Narrative, Proposed schedule for installation, and Proposed Commissioning Program. (Attach additional pages if necessary).

Cost _____

Option 2 – Narrative, Proposed schedule for installation, and Proposed Commissioning Program. (Attach additional pages if necessary).

Cost _____

Attachment D – Schedules/Technical Approach

At a minimum, the technical approach needs to include the following:

- 1) A description of the project plan for all items listed in Attachment A
- 2) Details on the sequence of system replacements.
- 3) Intended equipment removal & new equipment installation schedule
 - a. Include if prisoners will need to be moved.
 - b. How long the area will be out of commission.
 - c. How long it will take to setup temporary equipment, if that is part of the technical approach.
 - d. Startup system evaluation with owner.
- 4) Intended controls software & hardware removal and installation
 - a. Trane ES Ensemble platform upgrade process
 - b. Upgrade of existing BCU's to Tracer System Controllers
 - c. Removal and installation of new controls for the existing basement located boilers in room 0A01E
 - d. New controls for the existing variable ventilation boxes (VAV) areas on AHU1 & AHU2.
 - e. Installation of new or upgrade of existing controls on AHU1 & AHU2.
 - f. Installation of new controls on existing MZU#3
 - g. Installation of controls on new equipment
 - h. Standardization of graphics on the Ensemble software.
 - i. Implementation of engineered programs for Static Optimization, optimal start/stop.
 - j. Implementation of alarm points for existing & new systems on the Ensemble software (including setup to text alarms to KCFM personnel).
 - k. Setup of controls and graphics for option scope of work
 - l. New controls and graphics for MZU#4
- 5) Duct cleaning & CFM Air Velocity Verification for systems being replaced, including all ductwork to and within the jail pods.
- 6) System evaluation with owner.

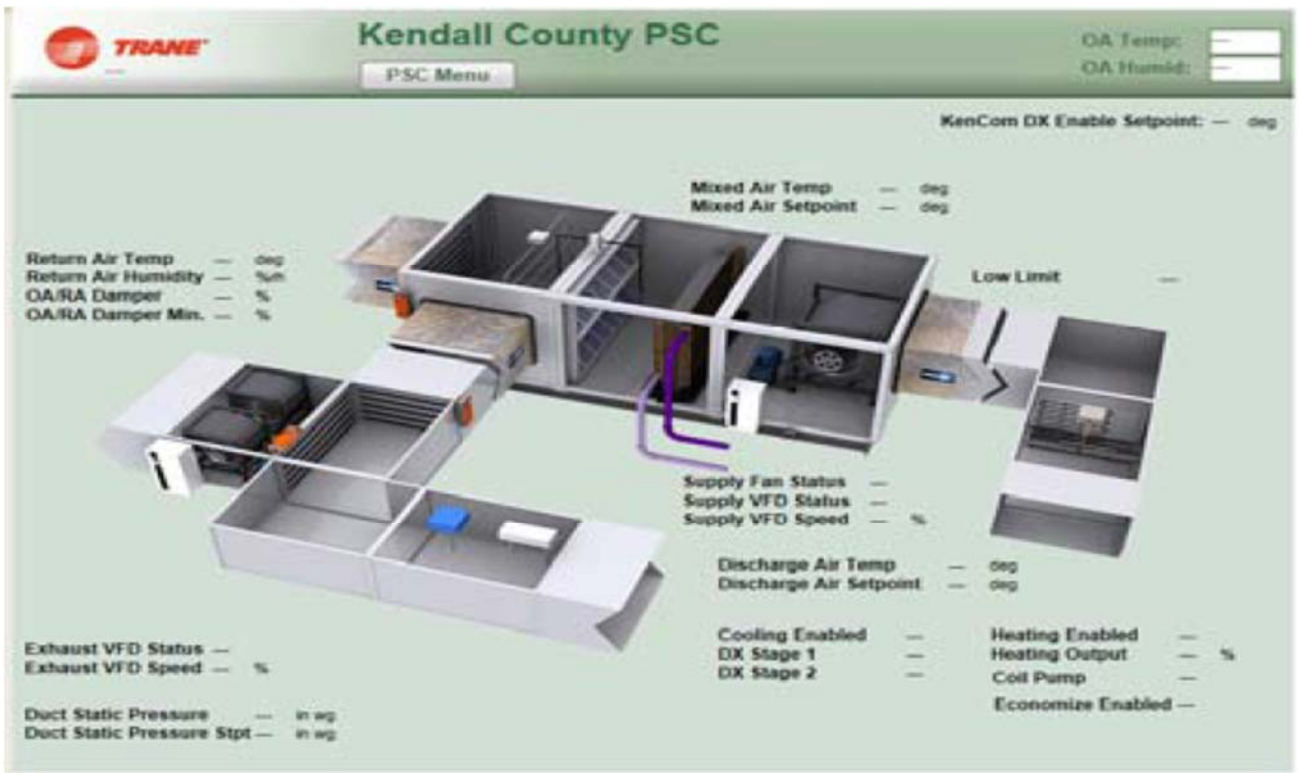
Attachment E – Evaluation Criteria

The Contract will be let to the lowest responsible bidder as required under 55 ILCS 5/5-1022. All proposals shall be evaluated by a team comprised of Facilities, Administrative and/or County Board representatives from Kendall County. The evaluation team may contact bidders to clarify information provided in the proposals, all conversations will be confirmed in writing immediately thereafter. Following this action, the evaluation team will recommend the selection, to be voted on by the entire County Board for approval.

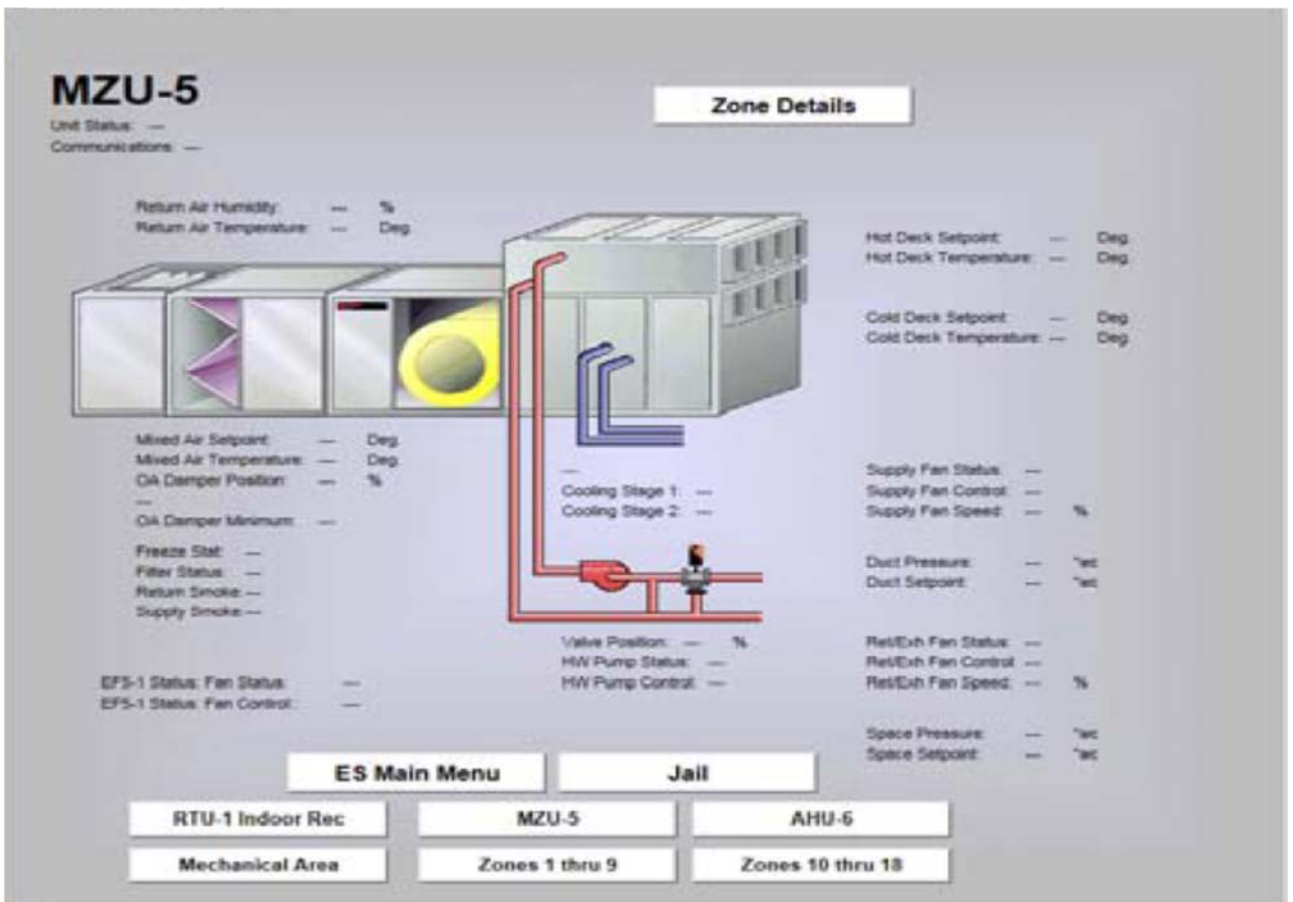
Current Systems & Coverage Areas

Kendall County

Existing Public Safety Center AHU Systems



Typical Existing Public Safety Center Multi-zone AHU Systems



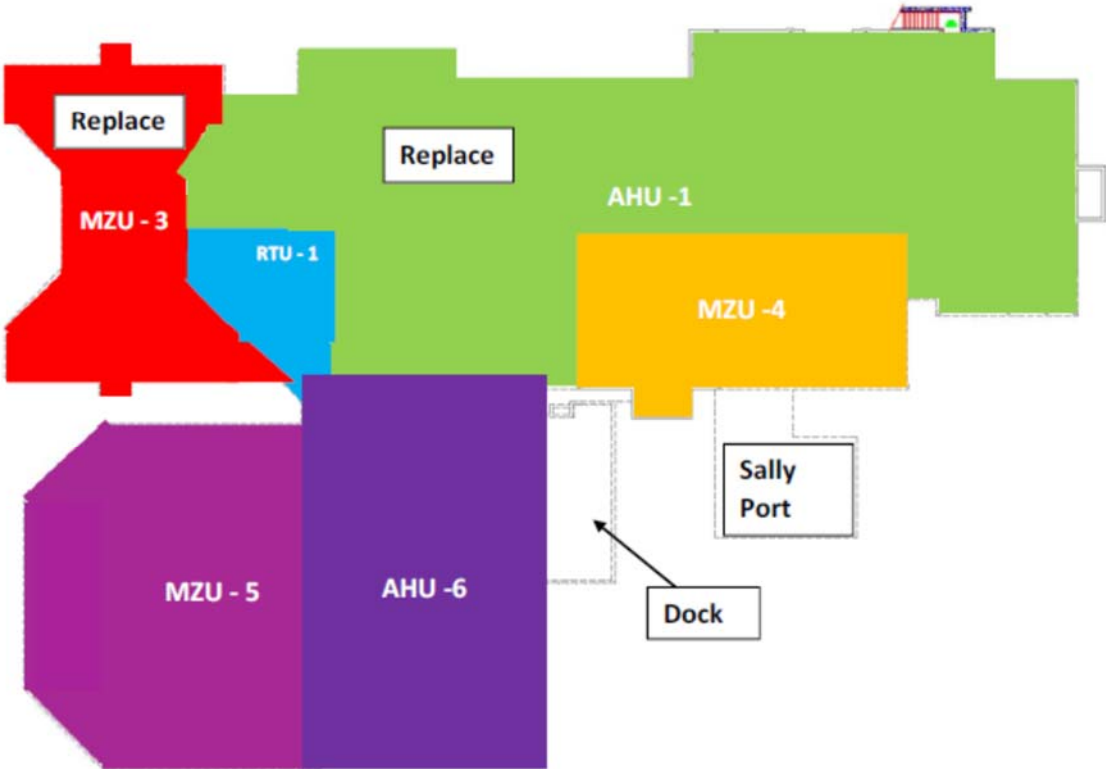
Kendall County
Public Safety Center
H.V.A.C. Equipment Replacement

AHU	Condensing Unit	Manuf.	Existing Trane Units	Cooling Size
AHU - 1	ACCU - 1	Trane	RAUC - C80	80 tons
AHU - 2	ACCU - 2	Trane	RAUC - C40	40 tons
MZU - 3	ACCU - 3	Trane	RAUC - C40	40 Tons

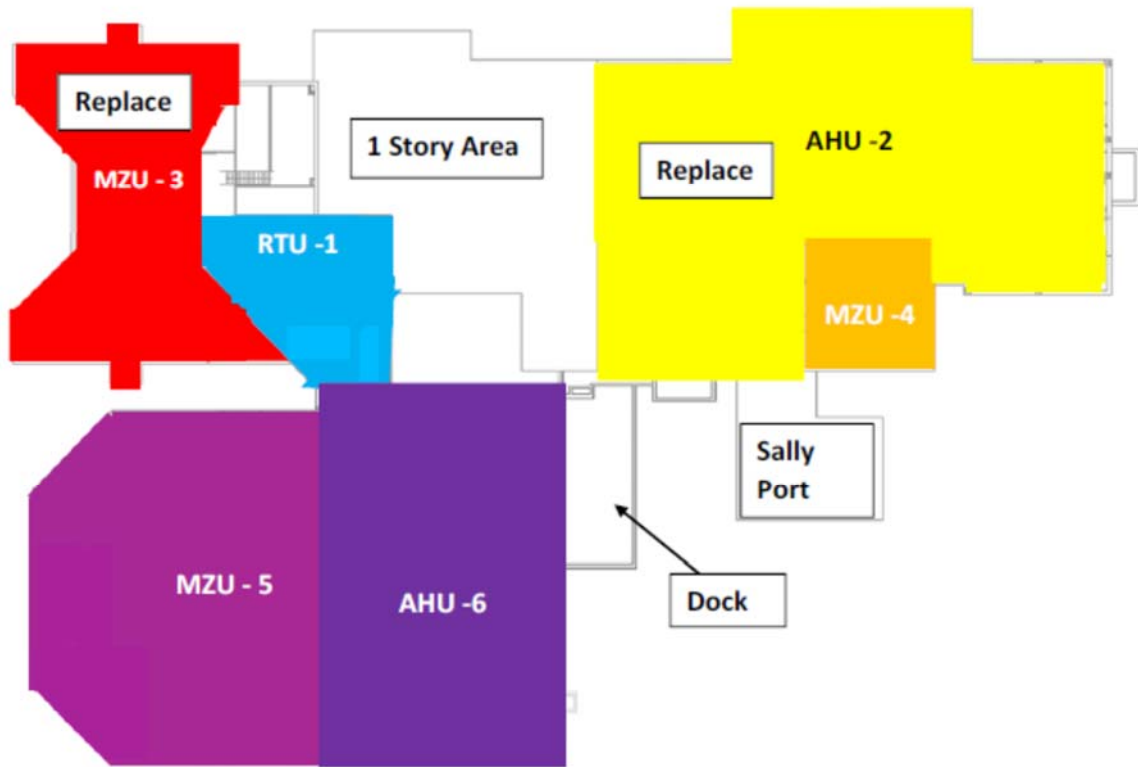
Note
AHU = Air Handler
MZU = Multi-zone unit

Public Safety Center

H.V.A.C. Unit Coverage areas - 1st Floor



H.V.A.C. Unit Coverage areas – 2nd Floor



INSTRUCTION TO BIDDERS

General Description: Sealed bids are being accepted for Public Safety Center H.V.A.C. & Controls Improvements. Bidding documents are available from the Kendall County Facilities Management Office, 804 John Street, Suite B, Yorkville, Illinois, telephone (630) 553-4102, after October 19, 2017 between the hours of 8:00 a.m. and 4:00 p.m., or on the Kendall County website at <http://www.co.kendall.il.us/call-for-bids/>. A mandatory pre-bid meeting will be held on October 23, 2017 starting at 10:00a.m.at the Kendall County Facilities Management Office. Kendall County plans to enter into an agreement with the successful; bidder for these services.

Examination: Bidders shall receive a copy of the Instruction To Bidders, Agreement, and all attachments 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 the site.

Questions and Interpretations: Submit questions about the documents to the Director of Facilities Management in writing via facsimile at (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 responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents. Signing the Agreement will be considered acknowledgment that the bidder fully comprehends the intent of the documents.

Submittal: Submit completed bid and other required documents in a sealed envelope clearly marked “Kendall County PSC HVAC & Controls Improvements RFB” and the name and address of the bidder. No responsibility shall attach to Kendall County for the premature opening of any bid not properly addressed and identified. No bid will be considered unless all stipulations of this document and the Agreement have been completed, including all attachments.

Completed bids can be forwarded or mailed to Kendall County Facilities Management, 804 John Street, Suite B, Yorkville, Illinois, 60560. Bids must be received before November 3, 2017 by 4p.m. in order to be considered.

Bids shall be deemed a Firm Offer continuing for ninety (90) 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 time.

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 persons 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 that the bidder meets the following requirements:

- Maintains a permanent place of business.
- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Has satisfactorily performed contracts of similar nature and magnitude.

Opening: Bids shall be stamped with the date and time received. The bids shall be opened and publicly read on November 3, 2017 at 4p.m. in “address of bid opening here.” by KCFM Director James Smiley or 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/Finance Committee and/or Kendall County Board.

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 Attachments C.

Rejection of Bids: The Kendall County Board, Kendall County Facilities Management Committee, and Kendall County Facilities Management Director reserve the right to reject any or all bids; to waive technicalities; and reserves the right to award an agreement, which is in the best interests of Kendall County. Changes to the terms & conditions could result in rejection of bid.

**INSTRUCTION TO
BIDDERS (Page 2)**

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.

Execution of Agreement: 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 10 days following receipt of official written order of Kendall County to proceed, or on date stipulated in such order.

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

The accepted bidder shall provide original certificates of insurance and copies of applicable required licenses and certificates prior to commencement of the work.

Documentation: Provide energy savings assessments for all new equipment and control changes in project. Must include associated documentation to show how this was determined.

Bid Bond: Should the total cost of the public work to be performed by Contractor pursuant to this Agreement exceed \$50,000.00, Vendor must furnish, supply and deliver a payment bond to Kendall County. The Bidder understands that a properly certified check, bank draft, cashier's check or bid bond payable to the Kendall County for not less than ten (10%) percent of the total bid amount shall be required for each bid.

Form of Bid Security, in the amount of \$ _____ is enclosed.

Expected Project Timeline

October 19, 2017, 2017	Advertise RFP
October 23, 2017, 10:00a.m.	Mandatory Pre-Bid Meeting
October 26 & 27, 2017	Additional site visits – If Needed
November 3, 2017, 2017	Bids Due
Week of November 6, 2017	Analyze bids
November 16, 2017	Present Choice to COW Committee
November 16, 2017	Present to Finance Committee
November 21, 2017	County Board Approval

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 October 12, 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 (Schedules/Technical), 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.
1. **Effective Date & Term:** This Agreement shall be effective as of the date of execution and shall continue in force and effect until the work described herein (“Project”) has been fully completed to the satisfaction of Kendall County or until terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
2. **Services:** Contractor will provide Kendall County with the following types of services: **Public Safety Center H.V.A.C. & Controls Improvements 1102 Cornell Lane Yorkville, IL 60560.**
3. **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.
4. **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.**” Kendall County shall make monthly progress payments based on the total contract sum 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.
5. Progressive payments shall be processed as follows: Contractor shall submit an application for payment to the KCFM Director . Each application for payment shall be based upon an original schedule of values submitted by the Contractor, prior to contract signing and in accordance with Attachment C. This schedule of values shall allocate the entire contract sum among various portions of the work and be prepared in such a form and supported by such data to substantiate its accuracy, as may be required. The schedule shall be used as the basis for reviewing the Contractor’s applications for payment. Applications for payment shall indicate the percentage of completion of each portion of the work at the end of the period covered by the application for payment, subject to the provisions of this Agreement. The amount of each progress payment shall be computed as follows: That portion of the contract sum properly allocated to the completed work, as determined by multiplying the percentage of completion of each portion of the work by the share of the total contract sum allocated to that portion of the work in the schedule of values, less a retainage of 10 percent. Every progress payment must be submitted with a waiver of lien to date. The contractor must submit a final waiver with final invoice.

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 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 Agreement and all subcontracts entered into in furtherance of the Agreement.
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, roofs, interior ceilings 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 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, 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:
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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. **Public Construction Bond:** As the total cost of the public work to be performed by Contractor pursuant to this Agreement exceeds \$50,000.00, Contractor must furnish, supply, and deliver a payment bond in the amount of \$ _____ to Kendall County pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
21. **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.
22. **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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **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 and the Kendall County Sheriff. 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.
- Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, the Public Safety Center, or the grounds belonging to or adjacent to the Public Safety Center, any item not specifically authorized by the Public Safety Center, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in the Public Safety Center or any persons therein. Contractor further agrees that it shall notify Public Safety Center personnel of the loss or breakage of any tools and equipment while within the facility.
28. **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.

29. **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.
30. **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.
31. **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.
32. **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.*
33. **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 the RFB and/or Agreement 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.
34. **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.
35. **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.
36. **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