

Kendall County

Historic Courthouse Window Replacement Invitation to Bid (ITB)



February 3, 2022

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Invitation to Bid

Historic Courthouse Window Replacement

On behalf of Kendall County, I invite you to furnish a proposal in accordance with the Scope of Work stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project.

All questions should be directed to:

Kendall County Facilities Management,
Attention: Director
804 John Street, Suite B,
Yorkville, Illinois, 60560
FAX: (630) 553-4125
Email: kcfm@co.kendall.il.us

Any questions received shall be answered at the discretion of the County. Replies will be issued to all Proposers/ Vendors of record in writing and will become part of the ITB Documents. Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

All questions must be submitted at least seven business days prior to the submittal deadline.

Notice to Vendors

Mandatory Prevailing Wage compliance required on Kendall County projects
Illinois Prevailing Wage Act 820 ILCS 130/.01 *et seq.* available at:
<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2405&ChapterID=68>
and Illinois Public Act 100-1177 available at:
<http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=100-1177>

Contractor / Owner -

Address -

Description of Work -Historic Courthouse Window Replacements Project

Date -

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. 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. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

SCOPE OF WORK

The Vendor:

- Shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined.
- Is to supervise or provide a competent supervisor to supervise all of the work involved.
- Provide submittal drawings for approval of proposed installation including dimensions and specifications on the operable window, prior to ordering of windows.

West Side of Building (2 Stationary window). North Side of Building (2 Stationary Windows). Total of (4) stationary windows. Kendall County reserves the right to accept the quote in entirety or a quantity of one to four in total as specified above. A custom build for each window is required in order to keep the same appearance and design as the existing windows.

Quantity four (4) Single Stationary Windows with true divided lite grilles low E glass, 6.5 jamb, 8" extension jamb, primed/painted white on exterior, primed interior, historically correct brick mold, grilles, interior casing per approved drawings produced by vendor.

(2) West Side Bat Wing Double Arch:

- Double arch bat wing stationary windows to fit into existing masonry opening.
- Interior and exterior casing to match existing
- Exterior Primed With Oil Based Primer and then Pre-Finished exterior to match existing. Prime interior for field paint by others.
- Low-E Glass with argon. Tempered where required by code
- Thick sill to match existing
- Jamb depth to be such that it is flush with drywall to the interior and covers the caulk line on the exterior when casing is applied
- Simulated divided lite to match existing in size and design
- Replace brick work as needed

(2) North Side Brow Top:

- Brow top stationary window to fit into existing masonry opening
- Interior and exterior casing to match existing
- Exterior Primed With Oil Base Primer and Then Pre-finished exterior to match existing. Prime interior for field paint by others.
- Low-E Glass With Argon. Tempered Where required by code
- Thick sill to match existing
- Jamb depth to be such that it is flush with the drywall to the interior and covers the caulk line on the exterior when casing is applied
- Simulated divided lite to match existing in size and design
- Replace brick work as needed

Include labor to install insulate caulk install necessary trim. All cleanups do not include paint or stain on interior trim.

Include cost to re-brick double hump (if needed) on two of the four windows listed as West side Bat Wing Double Arch above.

Include labor to install above material for all four (4) windows. Also provide a unit price for each type window including labor & materials as listed above.

Include costs for any necessary lift or any other equipment rental required to perform this work.

Include costs for any necessary Permits.

Include costs for haul away of Trash.

Should the total cost of the public work to be performed by Vendor pursuant to this Agreement exceed \$50,000.00, Vendor must furnish, supply and deliver a payment bond in the amount of **\$Bid** to Kendall County pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 *et seq*

Existing Bat Wing Double Arch windows facing West.



Existing Brow Top windows facing North



ATTACHMENT A

INSTRUCTIONS TO PROPOSERS /SUBMISSION OF PROPOSAL

All Vendors must submit one (1) original and two (2) copies of their proposal in a sealed package plainly marked in the lower left-hand corner "Historic Courthouse Window Replacement Proposal." Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration.

The proposal must be addressed to:

Kendall County Facilities Management,
Attention: Director
804 John Street, Suite B,
Yorkville, Illinois, 60560

Proposals must be delivered no later than 10:00 a.m. on February 17, 2022 ("Due Date"). Proposals received after the Due Date will not be considered.

The following will apply to all proposals received:

1. All proposals must be comprehensive and complete for the services requested. Accepted proposal shall be contracted by Kendall County for the total of the submitted proposal. Kendall County will not be responsible for any additional charges above the accepted proposal unless additional services are negotiated and accepted by Kendall County by addendum to the original contract. The Contract to be utilized for said services is attached to this ITB as the "Agreement" and must be agreed to by all Vendors submitting a proposal.
2. The County will not be responsible for any expenses incurred by the Vendor in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. The proposing party must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature.
4. The individual signing the document for the proposing organization shall initial all erasures or corrections.
5. All variations to the stated specifications must be described in detail (free from ambiguity).
6. All Vendors must be appropriately licensed and authorized to conduct business within the State of Illinois.
7. The failure of a Vendor to promptly supply information requested in this ITB or other information subsequently requested may result in the Vendor being eliminated from consideration.
8. The contents of the proposal submitted by the successful Vendor(s) and this ITB (as well as the Agreement) will become a part of the contract awarded as a result of these specifications.
9. Kendall County reserves the right to request clarifications or corrections to proposals.
10. All proposals submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon County's request, the Vendor(s) agrees to an extension.

11. The Vendor acknowledges that all proposal materials become the property of the County and, as such, may be available to the public. By submitting a proposal, the Vendor acknowledges that the County's decision is final, binding, and conclusive upon the Vendor for all purposes.
12. The Vendor is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the County. Should the Vendor suspect any error, omission, or discrepancy in the specifications or instructions, the Vendor shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Vendor is responsible for the contents of its Proposals and for satisfying the requirements set forth in the ITB. Vendor will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Vendor in the process of putting the Proposal together.
13. County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in ITB; (2) to supplement, amend, or otherwise modify the ITB, without notice; (3) to request additional information from Vendors; (4) to reject any or all bids; and (5) to waive minor defects and technicalities.

The awarded Vendor will be an independent contractor. The contractor is not, and will not be, an employee or agent of Kendall County.

OPENING PROPOSALS, SELECTION PROCESS AND AWARDING AGREEMENT

Proposals will be opened and publicly read on **February 17, 2022 at 10:00 A.M CST** in the Facilities Management Office located at 804 John Street, Suite B. Yorkville, IL 60560. Proposals will be evaluated and an award, if any, will be made in accordance with the "Selection Criteria" below. The purpose of this ITB is to solicit responses from qualified individuals/vendors for the procurement of services and/or supplies as set forth herein.

Selection Criteria: Kendall County intends to award this contract in whole to the lowest responsive and responsible Vendor that is in compliance with all specifications, terms and conditions contained herein. The Vendor shall have specific experience supplying similar products, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible contractor, the County shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the county, availability of support services; and the delivery terms. Kendall County also reserves the right to consider bid prices, the references and successful service history, corporate experience and capability, financial capability, qualifications, proposed approach to the project, value added services and other related factors in the award decision that demonstrate the important factors of financial responsibility and ability to perform. Intangible factors, such as the Vendor's reputation and past performance in executing a County contract, will also be weighed in executing County contracts. The criteria are not necessarily listed in any particular order. The County may request additional information from all proposers and further evaluate the selection criteria.

Kendall County reserves the right to reject any or all proposals and waive any or all irregularities. Kendall County retains the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from a Vendor at any time and failure to respond promptly is cause for rejection.

The Vendor's failure to agree to the terms and conditions of the attached "Agreement" or otherwise meet the mandatory requirements will result in the disqualification of the Vendor's proposal from further consideration as an unresponsive bid.

Submission of a proposal confers no rights on the Vendor to selection or to a subsequent contract. This ITB process is for the County's benefit only and is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion.

AGREEMENT

This Agreement, made and entered into on the last day of signature below between *KENDALL COUNTY, ILLINOIS* (hereinafter “Kendall County”), with its principal place of business at 111 W. Fox Street, Yorkville, Illinois, 60560 and _____, with its principal place of business at _____ (hereinafter referred to as “Vendor”). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the project has been fully completed to the satisfaction of Kendall County but no later than November 30, 2022 or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
2. Pursuant to, and as set forth in this Agreement, Vendor will provide Kendall County with the following types of services: See Attachment A (“Scope of Work”) for a description of the services to be performed by Vendor; Attachment B (“Places of Service”) for a description of the location where the services are to be provided; and Attachment D (“Drawings & Specifications”) for a diagram of the services to be performed pursuant to this Agreement.
3. As consideration for the services to be performed by Vendor, the County agrees to pay Vendor pursuant to the Fees & Reimbursements Schedule set forth in Attachment C (“Fees & Reimbursements”). 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 in writing signed by both parties to the Agreement. Should any changes to relevant regulations, laws, or codes substantially affect the Vendor’s services or obligations, Kendall County agrees to attempt to negotiate with the Vendor for appropriate changes to the scope or price of this Agreement or both. In the event that Kendall County and Vendor are unable to mutually agree to an adjustment in the Fees & Reimbursements and/or scope of this Agreement, Kendall County may immediately terminate the Agreement upon providing written notice to Vendor. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*)
4. Vendor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor’s officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor’s officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor’s officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Vendor, Vendor’s officers, employees and agents. Vendor 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 Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement. Vendor shall exercise general and overall control of its officers and employees.
5. For public security purposes, Vendor further agrees that it shall not assign any individual to perform work at Kendall County unless Vendor has completed a criminal background investigation for each individual to be performing work at Kendall County. 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, Vendor agrees that it shall not assign the individual to perform work at Kendall County facilities absent prior consent from Kendall County. Kendall County, at any time and in Kendall County’s sole discretion, may require Vendor to remove any individual from performing any further work under this Agreement. Should Kendall County have a complaint regarding the performance of the services or the behavior of Vendor’s officers, employees and/or agents performing services under this Agreement, or should Kendall County request a change in the manner in which services are being performed pursuant to this Agreement, Kendall County shall transmit the same to the Vendor’s on-site foreman and/or to any other member of Vendor’s management, who shall take immediate action and shall resolve the problem to Kendall County’s satisfaction. Vendor’s failure to take immediate action and/or to resolve the problem to Kendall County’s satisfaction may result in a material breach of the Agreement.

6. Vendor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents (collectively "Releasees") from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Vendor or Vendor's failure to adequately perform its obligations pursuant to this Agreement or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Vendor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County 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 Illinois law, 55 ILCS 5/3-9005, any attorney representing Releasees, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Releasees' participation in their defense shall not remove Vendor's duty to indemnify, defend, and hold Releasees harmless, as set forth above.

Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

7. Vendor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. 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 herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

8. **Insurance:** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth herein. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. 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 herein. All coverage shall be at least as broad as the following:

Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Kendall County shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Kendall County.

Kendall County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County, its past present and future officers, officials, employees,

and volunteers. Any insurance maintained by Kendall County, its past present or future officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor hereby grants to Kendall County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against Kendall County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County has received a waiver of subrogation endorsement from the insurer.

If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Contractor shall furnish Kendall County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Kendall County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. Kendall County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kendall County is an additional insured on insurance required from subcontractors.

9. 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 may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, 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 cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
10. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by Kendall County, the injured party may elect, in accordance with law and any other Agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
11. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by Kendall County upon written notice delivered to Vendor at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
12. Vendor agrees to comply with any and all applicable federal, state or 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, or location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

13. This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontract has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.
14. When applicable, Vendor 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.
15. Vendor, 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.
16. All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor 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. No warranties implied or explicit may be waived or denied.
17. Vendor hereby waives any claim of lien against subject premises on behalf of Vendor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Vendor shall tender to Kendall County a final waiver of lien for all subcontractors and/or suppliers.
18. This Agreement represents the entire understanding between the parties hereto, and any modification or amendment hereof must be made in writing, and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written.
19. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
20. 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. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
21. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-appropriation of funds, Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Vendor. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
22. 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, to: Kendall County Facilities Management, Attention: Director, Facilities Management, 804 John Street, Suite B, Yorkville, Illinois, 60560, fax (630) 553-4125, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor,
to: _____

_____.

23. Vendor certifies that Vendor, 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).
24. Vendor further certifies by signing the Contract documents that Vendor, 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 Vendor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
25. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
26. 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, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
27. Vendor shall be responsible for the protection of all work including, but not limited to, all work performed by Vendor, Vendor's employees, subcontractors and agents until its completion and final acceptance by Kendall County, and shall at Vendor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Vendor shall be liable therefore. Vendor shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. Vendor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Vendor shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Vendor or used under Vendor's direction during construction. Vendor 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 Kendall County.
28. Vendor shall notify J.U.L.I.E. for public utility locations and Kendall County for the County's private utilities at least 48 hours prior to commencement of construction so that they may locate and stake out such buried services. Any services or utilities so damaged by the Vendor, Vendor's employees, subcontractors and/or agents will have to be replaced and/or repaired by the Vendor at Vendor's expense.
29. When construction observation tasks or construction subcontracting are part of the service to be performed by the Vendor under this Agreement, the Vendor will include the following clause in any construction-related contract documents and Vendor agrees not to modify or delete it:

Kotecki Waiver: Vendor (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.

30. Vendor 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.*
31. Should the total cost of the public work to be performed by Vendor pursuant to this Agreement exceed \$50,000.00, Vendor must furnish, supply and deliver a payment bond in the amount of \$**Bid** to Kendall County pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
32. Kendall County and/or Vendor's 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.
33. Vendor warrants to Kendall County that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
34. 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"), Vendor, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Vendor 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) days and intends to become or remain an Illinois resident." *See* 30 ILCS 570/1. Vendor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
35. 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.
36. Kendall County and Vendor 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.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on the dates inserted below.

	KENDALL COUNTY, ILLINOIS
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

**PLACES OF SERVICE
(ATTACHMENT B)**

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

Kendall County
Historic Courthouse
109 W. Ridge St.
Yorkville, IL 60560



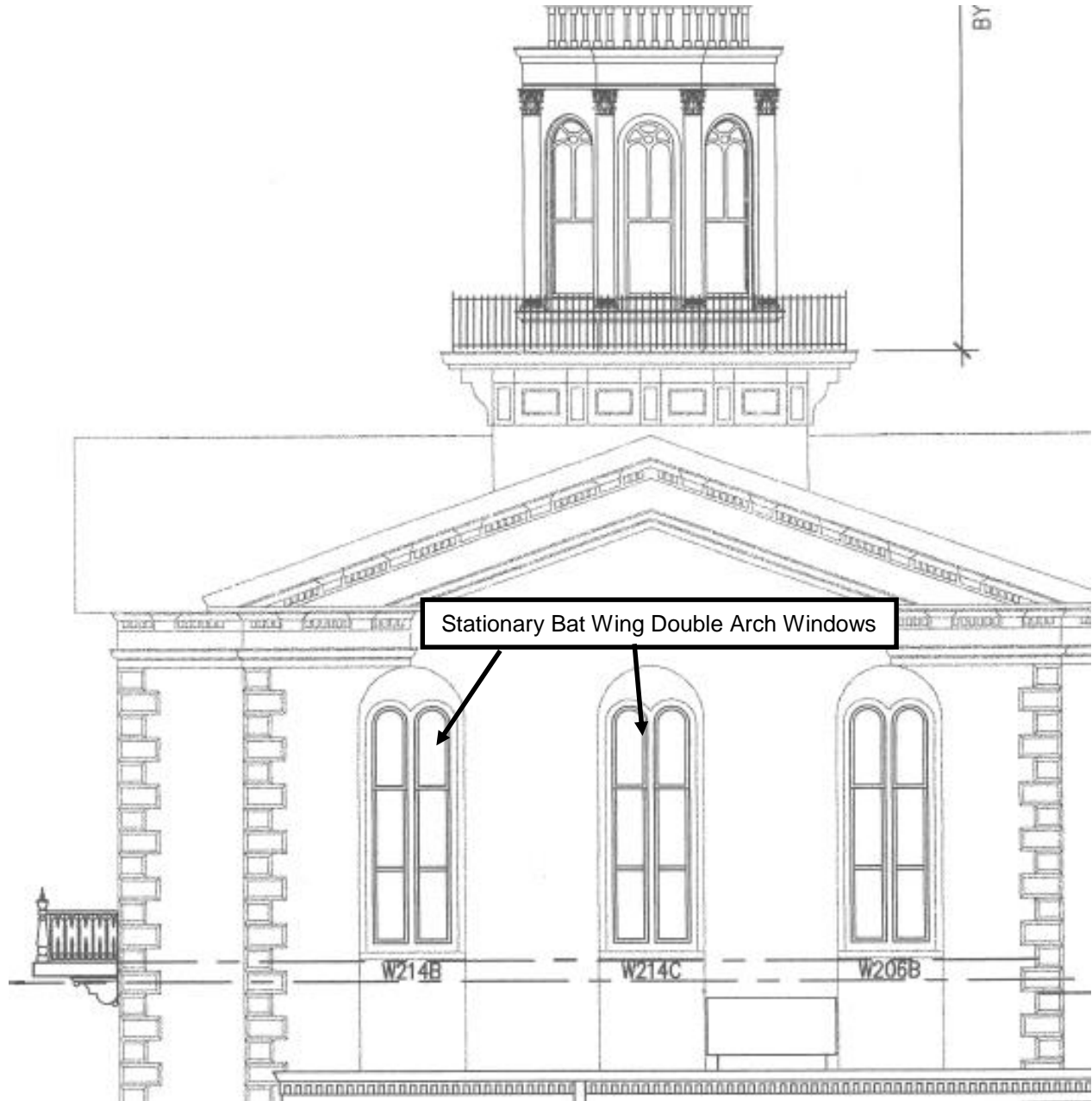
FEES & REIMBURSEMENTS
(ATTACHMENT C)

Vendor shall invoice Kendall County on a monthly basis for previous work performed from the first to the last day of the month. ***Invoice shall be submitted to Jim Smiley KCFM@co.kendall.il.us for receipt on the first day of each month.*** Payment of invoices shall occur pursuant to the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

**DRAWINGS & SPECIFICATIONS
(ATTACHMENT D)**

109 W. Ridge St

West Elevation



North Elevation

