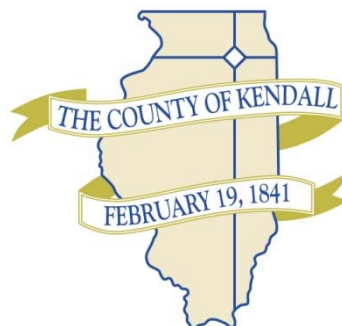


Kendall County

Historic Courthouse Window Replacement Invitation to Bid (ITB)



April 26, 2018

Table of Contents

	ITB SECTION	PAGE
1.	INTRODUCTION	2
2.	SCOPE OF WORK	3
3.	INSTRUCTIONS TO PROPOSERS /SUBMISSION OF PROPOSAL (Attachment A)	4
4.	OPENING PROPOSALS, SELECTION PROCESS AND AWARDING AGREEMENT	6
5.	AGREEMENT / CONTRACT DOCUMENTS	7
6.	PLACES OF SERVICE (Attachment B)	11
7.	FEES & REIMBURSEMENTS (Attachment C)	12
8.	DRAWINGS & SPECIFICATIONS (Attachment D)	13

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

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.

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 (3 windows)

A custom build for each window is required in order to keep the same appearance and design as the existing windows.

Quantity two (2) Single Window Stationary with true divided lite grilles lowE glass 6.5 jamb, 8" extension jamb painted white polycron factory applied paint on exterior, primed interior historically correct brick mould, grilles, interior casing per approved drawings produced by vendor.

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

Quantity one (1) Single Window Operable with true divided lite grilles lowE glass 6.5 jamb, 8" extension jamb, painted white polycron factory applied paint on exterior, primed interior historically correct brick mould, grilles and interior casing, per approved shop drawings produced by vendor.

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

Include labor to install above material for all three (3) windows.

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.

Existing West facing windows.



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 May 10, 2018. ("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 Contractor 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 Responders must be appropriately licensed and authorized to conduct business within the State of Illinois.
7. The failure of a Responder to promptly supply information requested in this ITB or other information subsequently requested may result in the Responder being eliminated from consideration.

8. The contents of the proposal submitted by the successful contractor(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 Responder(s) agrees to an extension.
11. The Responder 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 Responder acknowledges that the County's decision is final, binding, and conclusive upon the Responder for all purposes.
12. The Proposer 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 Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Proposer is responsible for the contents of its Proposals and for satisfying the requirements set forth in the ITB. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Proposer 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 Responders; (4) to reject any or all bids; (5) to waive minor defects and technicalities; and (6) to award an Agreement which is in the best interest of the County. **FURTHER, THE COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE PROVIDER WHO, IN THE COUNTY'S OPINION, OFFERS THE BEST PROGRAM OF SERVICES.**

The awarded Responder 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 **May 10, 2018** at **010:00 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 Responder that is in compliance with all specifications, terms and conditions contained herein. The Responder 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 Responders 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, waive any or all irregularities, and select the proposal which is in the best interest of Kendall County, Illinois. Kendall County retains the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from a Proposer at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

The Responders 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 Contractor's proposal from further consideration as an unresponsive bid.

Submission of a proposal confers no rights on the Responder 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 _____ 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 "Kendall County") 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 Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Vendor's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.

The County does not waive its 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. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Vendor shall deposit with Subscriber 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, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. 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 Vendor'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 Vendor, nor be deemed as a limitation on Vendor's liability to Kendall County under this Agreement.
8. 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.
9. 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.
10. 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.
11. 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.
12. This Agreement 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 "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.state.il.us/agency/idol/rates/rates.html>. 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.
13. 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.*
14. 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.
15. 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.
16. 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.

17. 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.
18. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Any provisions of this Agreement which may be prohibited or held unenforceable in any court of competent jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction only, and without invalidating the remaining provisions hereof in any other jurisdiction. Notwithstanding any other provision to the contrary, venue in all legal proceedings between the parties shall be in the 23rd Judicial Circuit, Kendall County, Illinois.
20. 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.
21. 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: _____
_____.
22. 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).
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.

28. 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.

29. 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.*

30. 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 \$_____ to Kendall County pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 *et seq.*

31. 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.

32. Vendor warrants to Kendall County that all construction and related services provided shall be performed in a good and workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.

33. 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.

34. 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.

35. 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
Upper Level Windows – West Wall
109 W. Madison St.
Yorkville, IL 60560

**FEES & REIMBURSEMENTS
(ATTACHMENT C)**

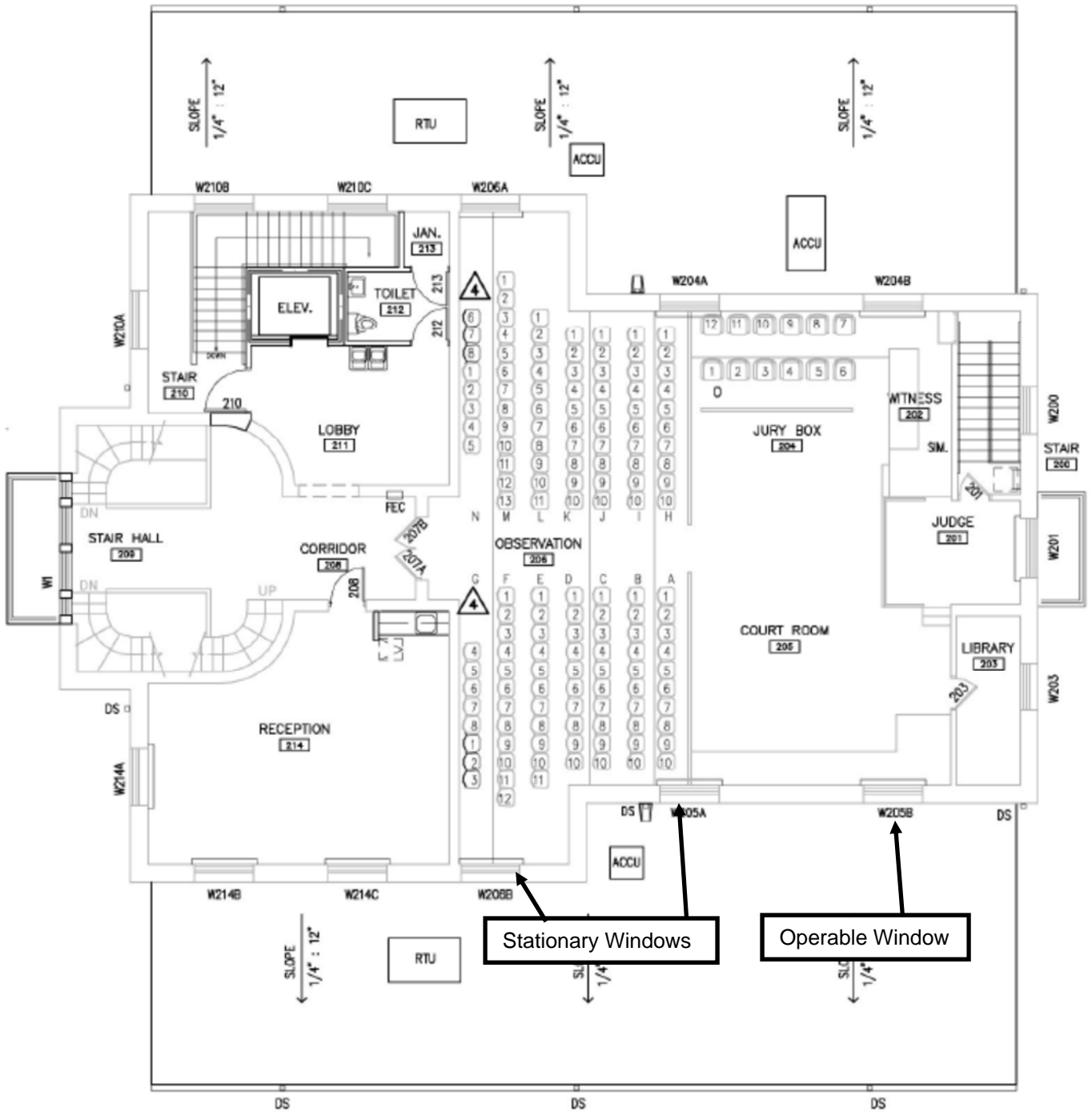
Vendor shall invoice Kendall County on a monthly basis for previous work performed from the first to the last day of the month. ***Invoice shall be submitted to _____ for receipt on the first day of each month.*** Payment of invoices shall occur pursuant to the Illinois Local Government Prompt Payment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

[INSERT PRICE STRUCTURE HERE]

**DRAWINGS & SPECIFICATIONS
(ATTACHMENT D)**

109 W. Ridge St





Stationary Windows

Operable Window

West Elevation



NOTE: SEE EAST ELEVATION FOR TYPICAL NOTES
SEE SHEET A8.1 FOR WINDOW TYPES

WEST ELEVATION

SCALE: 1/8" = 1'-0"