INVITATION TO BID

KENDALL COUNTY Facilities Management is soliciting sealed bids for **SNOW & ICE REMOVAL** for eight county building locations as per bid specifications from November 1, 2020 through May 31, 2023 with an option to renew the contract for two (2) separate, successive one year terms. Instructions to bidders and specifications will be available after September 3, 2020 between 8:00 a.m. – 4:00 p.m. daily in the KCFM Office, 804 W. John St., Suite B, Yorkville, IL – or on the Kendall County Website at http://www.co.kendall.il.us. Bids should be in a sealed envelope and clearly marked SNOW & ICE REMOVAL BID and returned to the same office. Bids are due no later than 2:00p.m. on September 10, 2020 at which time they will be opened and read publicly in the Conference Room.

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

(630) 553-4102

INVITATION TO BID

Snow & Ice Removal ITB

August 30, 2020

INSTRUCTION TO BIDDERS

General Description: Sealed bids are being accepted for Snow & Ice Removal services which include plowing, pushing, loading, hauling, and spreading of salt and sand as per bid specifications for the initial three year term November 1, 2020 through May 31, 2023, with an option to renew the contract for two (2) separate, successive one year terms (i.e., from November 1, 2023 through May 31, 2024 and from November 1, 2024 through May 31, 2025). Bidding documents may be obtained from the Facilities Management Office, 804 W. John St., Suite B, Yorkville, Illinois, after September 3, 2020 between the hours of 8:00 a.m. and 4:00 p.m. daily.

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 site.

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

Failure to request clarification will not waive 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 as implicitly denoting thorough comprehension of the documents and the requirements contained therein.

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

Completed bids can be forwarded or mailed to Kendall County Facilities Management, 804 John St., Suite B, Yorkville, Illinois, 60560. Bids must be received before Thursday, September 10, 2020 at 2:00p.m. in order to be considered. Facsimile and/or e-mail transmitted bids will not be accepted by Kendall County.

Bids shall be deemed a Firm Offer continuing for sixty (60) days after Date and Time set for Opening of Bids and thereafter until withdrawn by Written Notice received by KCFM. Bids may not be modified, withdrawn, or cancelled by the Bidder during this sixty (60) day time period.

Pre-qualification: The bidder shall submit on a separate document, to be included with the bid:

- 1) Three current references, which are similar in size and scope of work to this bid. The references shall include the company name, contact person's name, company address, and company telephone number.
- 2) Submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.
- 3) Submit an equipment list planned to be used to fulfill this contract.

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

- Maintaining a permanent place of business.
- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Have the appropriate technical expertise, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.
- Is located within a 10 mile radius of Yorkville, IL.
- Able to respond within one hour 24/7.
- Has 5 years experience performing work of this type

Opening: Bids shall be stamped with the date and time received. The bids shall be opened on **Thursday**, **September 10**, **2020 at 2:00p.m.** by the Director of Facilities Management or his designee. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all bidding documents to the Facilities Management Committee.

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

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

<u>Miscellaneous</u>: Kendall County shall not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal in response to this ITB.

Disqualification: Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. Also, Kendall County reserves the right to disqualify bids submitted by any individual or entity who is barred from bidding on this proposal 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).

<u>Confidential Information and County Property</u>: It is agreed that any and all specifications, drawings, or data furnished by Kendall County shall (1) remain Kendall County's sole and exclusive property; (2) be considered and treated by the bidder as Kendall County's

confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this agreement and (3) be returned upon request.

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

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

AGREEMENT FORM – STIPULATED SUM

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
(hereinafter referred to as "Contractor") with its principal place of business at
. In consideration of the mutual covenants hereinafter set forth, and other good
and valuable consideration, the parties hereto agree as follows:

- 1. <u>Effective Date & Term:</u> This Agreement shall be effective as of its execution and continue until the <u>Kendall County Snow & Ice Removal</u> has been completed or as terminated by either party pursuant to the terms in the Agreement. Initial term starting November 1, 2020 through May 31, 2023 with an option to renew the contract for two (2) separate, successive one year terms.
- 2. <u>The Work:</u> Pursuant to and as set forth in this Agreement, Vendor will provide Kendall County with the following types of services see Scope of Work in Attachment A, Places of Services in Attachment B, Fees & Reimbursement in Attachment C and Site Data in Attachment D per ITB dated August 30, 2020.
- 3. 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.
- **4.** <u>Modifications:</u> All changes or adjustments to this Agreement, including but not limited to any increase or decrease of the scope of the work performed or adjustment in the Contract Sum and Contract Time, must be in writing, signed by both parties to the Agreement.
- 5. 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 Stipulated Sum Agreement, then Attachment C, then Attachment A, then Attachment D then Attachment B, then other Attachments to this Agreement, if any, then the terms of the ITB dated August 30, 2020.
- 6. Payment: In consideration for Contractor providing the Work, to the satisfaction of Kendall County, as set forth in this Agreement, Kendall County agrees to pay the Contract Sum as shown in Attachment C "Fees & Reimbursements". Contractor must present an Application for Payment to Kendall County, attn.: KCFM Director, kcfm@co.kendall.il.us 804 W. John St. Suite B. Yorkville, IL 60560 for certification of the amount due, in accordance with Contract Documents. The total amount due shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. Kendall County reserves the right to reject any portion of the invoice that is outside the scope of the approved work or outside the scope of any additional approved work.
- 7. Indemnification: Contractor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releases") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Contractor of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this Agreement contract by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Contractor's duty to indemnify and hold the Kendall County harmless as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Government Employee Tort Immunity Act. (745 ILCS 10.1 et seq.) by reason of indemnification or insurance. Indemnification obligations shall survive the termination of this Agreement.

8. <u>Insurance:</u> 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. Property Damage: All loss or damage arising out of the nature of the work performed by Contractor including, but not limited to any damage caused to Contractor's equipment during the performance of said work shall be sustained at Contractor's expense. Contractor shall also be held responsible for any and all damage caused by Contractor in the performance of services under this Agreement. Any damage caused by Contractor to the County's parking lots, islands, sidewalks, buildings, and/or other Kendall County property may be repaired by Kendall County, in its sole discretion, and either deducted from the payment owed to the Contractor or billed to Contractor, at Kendall County's discretion.
- 10. <u>Independent Contractor:</u> 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. Non-Appropriation: 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 Contractor. In the event of a default due to non-appropriation of funds, Contractor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) calendar days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- 12. <u>Termination</u>: 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. Kendall County shall reimburse Contractor for any work completed prior to the termination date. Upon receipt of a termination notice, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Kendall County shall not be liable for those costs and expenses resulting from Contractor's failure to mitigate such losses. Further, Kendall County shall not be responsible for salaries, overhead, and fees accrued after the Agreement's termination. Kendall County shall not be liable for any other additional payments, penalties, and/or early termination charges.
- 13. <u>Warranties:</u> Contractor 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 laws, codes, regulations and other requirements, including safety standards. 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. No warranties implied or explicit may be waived or denied.
- 14. <u>Kotecki Waiver:</u> Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Kendall County, Illinois and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.
- **15.** <u>Assignment:</u> Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

- **16.** 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.).
- 18. 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.
- 19. <u>Certification:</u> 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.
- **20.** 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.
- 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: 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.
- 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.** <u>Conflict of Interest:</u> 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. 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, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, 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 a correctional facility or any persons therein. Company further agrees that it shall notify correctional facility 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.** <u>Counterparts:</u> 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. Upon completion of the work and as a condition prior to payment in full, Contractor shall tender to Kendall County a final waiver of lien for all subcontractors and/or suppliers.
- **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.** <u>Drug Free Workplace:</u> 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. <u>Default:</u> 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 ITB and/or Agreement's terms. Failure of the

Contractor to deliver services within the time stipulated in its offer, unless extended in writing by Kendall County, shall constitute an Agreement default.

- 34. Governing Law & Venue: This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. Notwithstanding any other provision to the contrary, venue in all legal proceedings between the parties shall be in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- **35.** Entire Agreement: This Agreement, together with the Contract Documents referenced in paragraph 2 above, represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement, together with the Contract Documents, supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- **36.** <u>Taxes:</u> 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.
- **37.** <u>Authority to Execute Agreement:</u> The 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.

Agreed, this	day of	, 2020	
Contractor Name		Kendall County, Illinois	
Signature		Signature	
Printed Name		Printed Name	
Title		 Title	

ATTACHMENT A **SCOPE OF WORK**

The Vendor shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined. The Vendor is to supervise or provide a competent foreman to supervise all of the work involved and directly communicate with KCFM.

The vendor shall have at their immediate disposal and dedicate a minimum of four vehicles with 8.5' plow and a skid steer loader with blade to perform service at several locations simultaneously or in the event of mechanical breakdown.

PLOWING

Plowing operations to clear the entire location shall begin immediately following a snowstorm, which has accumulated 2" or more of precipitation and after normal business hours. All locations shall be cleared of snow prior to 7:00 a.m. during normal business days of all Kendall County Facilities listed in Attachment A under "Normal Business Hours" & Attachment B "Places of Service". These operations shall be billed at the rate as described under Attachment C, Per Push or per Seasonal pricing on a monthly basis as shown in attachment C.

In the event a snowfall occurs immediately prior to 7:00 a.m. during normal business days the Vendor shall make every reasonable attempt to clear the main driveways and then parking stalls until 7:30 a.m. When a snowfall occurs during normal business hours the Vendor shall plow all main driveways and maintain those areas until the snowfall has stopped or the facilities have closed for the business day.

Plowing of the sidewalk areas designated on Attachment D shall be performed using a skid steer loader with a blade. All snow shall be pushed to the parking lot area and removed with accumulation from the parking lot areas. Care shall be taken to not damage surrounding turf and curbs. Salting of these areas shall be performed by KCFM. Unless directed to perform by the KCFM Director.

Drainage areas and sidewalk approaches must be kept free from snow stockpiles. Snow stockpiles must not hinder views for turning vehicles by city street corners or interiors of the parking lots.

All loss or damage arising out of the nature of the work performed by Vendor including, but not limited to any damage caused to Vendor's equipment during the performance of said work shall be sustained at Vendor's expense. Vendor shall also be held responsible for any and all damage caused by Vendor in the performance of services under this Agreement. Any damage caused by Vendor to the County's parking lots, islands, sidewalks, buildings, and/or other County property may be repaired by the County, in its sole discretion, and either deducted from the payment owed to the Vendor or will be billed to Vendor.

Options

- Include an optional cost to clear and salt sidewalks. This price should be given in a square foot amount. Example – Clear snow & Ice and salt 5 square feet \$5.00.
- 2) Snow fence along main drive (Contractors discretion as to locations).

iv. Season #4 (2023/2024)-

- 3) Island Marking/Staking (Contractors Discretion as to locations marked)
- 4) All concrete slab surfaces to be sealed (Med Cure, or similar), Decorative slabs to receive high solid acrylic sealer with anti-slip additive.
- 5) Clearing of sidewalk snow and salting of the Historic Courthouse sidewalks, stairs and entrances.
- 6) Seasonal Pricing Option
 - a. Total Cost for Seasonal Pricing option: (Total to be paid in 5 or 6 payments beginning on December (15th)

\$ Fill in on Attachment C

i.	Season #1 (2020/2021)-	\$ Fill in on Attachment C
ii.	Season #2 (2021/2022)-	\$ Fill in on Attachment C
iii.	Season #3 (2022/2023)-	\$ Fill in on Attachment C

Optional Year 5

Optional Year 4

v. Season #5 (2024/2025)-\$ Fill in on Attachment C

NORMAL BUSINESS HOURS

LOCATION	BUSINESS HOURS	NOTES
Public Safety Center	Open 24/7,including holidays	This facility must be maintained 24 hours per
806 John Street		day, seven days per week at 2" or more
		accumulation.
		***Plowing of the impound lot will be
		performed at the end of all plowing
		operations. Access to this area shall be
		provided by the Sheriff's Office and may
		constitute some "idle" time. ****
Courthouse	7:30 a.m. – 7:00 p.m. M	
807 John Street	7:30 a.m. – 4:30 p.m. T - F	
	Closed weekends & holidays	
Office Building	7:30 a.m. – 10:00 p.m. M - F	
111 W. Fox Street	Closed weekends & holidays	
Animal Control Center	9:00 a.m. – 7:00 p.m. M - F	
802 John Street	9:00 a.m. – 3:00 p.m. Sa	
	Closed Sunday & holidays	
Annex Building	7:30 a.m. – 4:30 p.m. M - F	
105 W. Fox Street	Closed weekends & holidays	
Historic Courthouse	7:30 a.m. – 10:30 p.m. M - F	
109 W. Ridge Street	Weekends As Requested & Holidays	
	As Requested	
Facilities Management	7:30 a.m. – 4:30 p.m. M - F	
804 John Street	Closed weekends & holidays	
Health Department	7:30 a.m. – 9:00 p.m. T - TH	
811 John Street	7:30 a.m. – 4:30 p.m. M - F	
	Weekends as Requested & Holidays	
	As Requested	

SALTING

Salting shall occur when one of the following conditions occur:

- During a freezing rain
- Immediately following plowing operations
- Snowfall is less than 1" but precipitation covers the asphalt
- Freezing Rain Conditions
- As directed by the KCFM Director

MEASUREMENT OF ACCUMULATION

To determine the amount of accumulation that has fallen, the Vendor shall measure snowfall before plowing operations begin using a tape measure or wooden ruler. The Vendor shall choose a location(s) to measure that is undisturbed and is free of drifting or piled snow. The measurement location for 111 W. Fox Street, 105 W. Fox Street and 109 W. Ridge Street shall be performed in the 111 W. Fox Street, north parking lot. The measurement for 811 W. John Street, 807 W. John Street, 806 W. John Street, 804 W. John Street and 802 W. John Street shall be performed in the 807 W. John Street parking lot.

RESPONSE TIME

During normal business hours at all locations and service requests for the Public Safety Center the Vendor shall respond within thirty minutes upon receipt of call.

COMMUNICATION

The Vendor shall provide a telephone number in which KCFM can request service 24 hours per day, 7 days per week, including holidays. The Vendor shall also contact KCFM immediately in the event services cannot be completed as this Agreement has outlined.

SUBCONTRACTING by the Vendor

In the event a subcontractor is assigned, the Vendor shall submit to KCFM the company name, contact person's name, address, and telephone prior to performing work under this contract. Additionally the Vendor shall be responsible and ensure all subcontractors compliance with Item 8 "Insurance" of the Stipulated Sum Agreement. The Vendor shall assume all responsibly for the subcontractors performance under this agreement.

PRE-SEASON MEETING

Prior to the first snowfall the Vendor shall meet with KCFM to review the requirements of the contract and other logistics of the services being performed. The meeting shall consist of reviewing all properties for damage already incurred to curbs, storm drains, and landscaping; placement of snow piles and plowing patterns; contact names and telephone numbers; and invoicing procedures.

ATTACHMENT B PLACES OF SERVICE

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

Public Safety Center 806 W. John Street Yorkville, IL 60560 Courthouse 807 W. John Street Yorkville, IL 60560

Animal Control Center 802 W. John Street Yorkville, IL 60560

Facilities Management/Coroner's 804 W. John Street Yorkville, IL 60560

Office Building 111 W. Fox Street Yorkville, IL 60560 Annex Building 105 W. Fox Street Yorkville, IL 60560

Historic Courthouse 109 W. Ridge Street Yorkville, IL 60560 Health Department 811 W. John Street Yorkville, IL 60560

John St. Government Center Campus Yorkville, IL 60560 Ridge St. Fox Street Campus Yorkville, IL 60560

ATTACHMENT C FEES & REIMBURSEMENTS

Vendor shall submit *an original invoice to KCFM on a weekly basis for previous work performed from Saturday – Friday of each week.* Payment of invoices shall occur prior to the last day of the month. Each location shall be individually listed on the invoice with a sub-total for each location. See attached example.

Year 1 - 2020 - 2021

\$ \$		
Þ	\$	\$
\$ \$	\$	\$
\$ \$	\$	\$
\$ \$	\$	\$
\$ \$	\$	\$
\$ \$	\$	\$
\$ \$	\$	\$
\$ \$	\$	\$
\$ \$	\$	\$
\$ \$	\$	\$
\$ \$	\$	\$
\$ \$ \$ \$	\$ \$ \$ \$ \$ \$ \$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

* Salting per Ton	\$

^{*}To be Included in Seasonal Price

Equipment Description	Cost per hour
Laborer (Shoveling, Snow Blowing, or Salt Spreading)	\$
Truck with 8.5' blade or smaller	\$
Truck with 12' blade to 8.5' blade	\$
Skid steer Loader with blade or bucket	\$
Rubber Tire Loader with blade or bucket	\$
Single Axle Dump Truck	\$
Double Axle Dump Truck	\$

Tractor-Trailer Dump Truck	\$
LIST OTHER EQUIPMENT (Below)	\$
	\$
	\$
	\$
	\$

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tion	<u>s</u>
1)	Include an optional cost to clear and salt sidewalks. This price should be given in a square foot amount. Example – Clear snow & Ice and salt 5 square feet \$5.00. \$
2)	Snow fence along main drive (Contractors discretion as to locations). \$
3)	Island Marking/Staking (Contractors Discretion as to locations marked) \$
4)	All concrete slab surfaces to be sealed (Med Cure, or similar), Decorative slabs to receive high solid acrylic sealer with anti-slip additive. \$
5)	Clearing of sidewalk snow and salting of the Historic Courthouse sidewalks, stairs and entrances. \$
6)	Seasonal Pricing Option a. Total Cost for Seasonal Pricing option: (Total to be paid in 5 or 6 payments beginning on December 15th) Includes Salting i. Season #1 (2020/2021)-\$

Year 2 – 2021 - 2022

Per Push	1"- 3"	3" – 5"	5" – 7"	7" – 9"	9" – 11"
Public Safety Center	\$	\$	\$	\$	\$
806 W. John Street					
Courthouse	\$	\$	\$	\$	\$
807 W. John Street					
Office Building	\$	\$	\$	\$	\$
111 W. Fox Street					
Animal Control	\$	\$	\$	\$	\$
802 W. John Street					
Annex Building	\$	\$	\$	\$	\$
105 W. Fox Street					
Historic Courthouse	\$	\$	\$	\$	\$
109 W. Ridge Street					
Facilities Management/Coroners	\$	\$	\$	\$	\$
804 W. John Street					
Health Department	\$	\$	\$	\$	\$
811 W. John Street					
John St.	\$	\$	\$	\$	\$
Yorkville, IL					
Ridge St.	\$	\$	\$	\$	\$
Yorkville, IL					
TOTAL	\$	\$	\$	\$	\$

Salting per Ton	\$

Equipment Description	Cost per hour
Laborer (Shoveling, Snow Blowing, or Salt Spreading)	\$
Truck with 8.5' blade or smaller	\$
Truck with 12' blade to 8.5' blade	\$
Skid steer Loader with blade or bucket	\$
Rubber Tire Loader with blade or bucket	\$
Single Axle Dump Truck	\$
Double Axle Dump Truck	\$
Tractor-Trailer Dump Truck	\$
LIST OTHER EQUIPMENT (Below)	\$
	\$
	\$
	\$
	\$

Option 1)	<u>s</u> Include an optional cost to clear and salt sidewalks. This price should be given in a square foot amount. Example – Clear snow & Ice and salt 5 square feet \$5.00. \$
2)	Snow fence along main drive (Contractors discretion as to locations). \$
3)	Island Marking/Staking (Contractors Discretion as to locations marked) \$
4)	All concrete slab surfaces to be sealed (Med Cure, or similar), Decorative slabs to receive high solid acrylic sealer with anti-slip additive. \$
5)	Clearing of sidewalk snow and salting of the Historic Courthouse sidewalks, stairs and entrances. \$
6)	Seasonal Pricing Option a. Total Cost for Seasonal Pricing option: (Total to be paid in 5 or 6 payments beginning on December 15th) Includes Salting i. Season #2 (2021/2022)-\$

Per Push	1"- 3"	3"-5"	5" – 7"	7" – 9"	9" – 11"
Public Safety Center 806 W. John Street	\$	\$	\$	\$	\$
Courthouse 807 W. John Street	\$	\$	\$	\$	\$
Office Building 111 W. Fox Street	\$	\$	\$	\$	\$
Animal Control 802 W. John Street	\$	\$	\$	\$	\$
Annex Building 105 W. Fox Street	\$	\$	\$	\$	\$
Historic Courthouse 109 W. Ridge Street	\$	\$	\$	\$	\$
Facilities Management/Coroners 804 W. John Street	\$	\$	\$	\$	\$
Health Department 811 W. John Street	\$	\$	\$	\$	\$
John St. Yorkville, IL	\$	\$	\$	\$	\$
Ridge St. Yorkville, IL	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

Salting per Ton	\$

Equipment Description	Cost per hour		
Laborer (Shoveling, Snow Blowing, or Salt Spreading)	\$		
Truck with 8.5' blade or smaller	\$		
Truck with 12' blade to 8.5' blade	\$		
Skid steer Loader with blade or bucket	\$		
Rubber Tire Loader with blade or bucket	\$		
Single Axle Dump Truck	\$		
Double Axle Dump Truck	\$		
Tractor-Trailer Dump Truck	\$		
LIST OTHER EQUIPMENT (Below)	\$		
	\$		
	\$		
	\$		
	\$		

Option	<u>s</u>
1)	Include an optional cost to clear and salt sidewalks. This price should be given in a square foot amount. Example – Clear snow & Ice and salt 5 square feet \$5.00. \$
2)	Snow fence along main drive (Contractors discretion as to locations). \$
3)	Island Marking/Staking (Contractors Discretion as to locations marked) \$
4)	All concrete slab surfaces to be sealed (Med Cure, or similar), Decorative slabs to receive high solid acrylic sealer with anti-slip additive. \$
5)	Clearing of sidewalk snow and salting of the Historic Courthouse sidewalks, stairs and entrances. \$
6)	Seasonal Pricing Option a. Total Cost for Seasonal Pricing option: (Total to be paid in 5 or 6 payments beginning on December 15th) Includes Salting i. Season #3 (2022/2023)-\$

Optional Year 4 – 2023 - 2024

Per Push	1"- 3"	3"-5"	5" – 7"	7" – 9"	9" – 11"
Public Safety Center 806 W. John Street	\$	\$	\$	\$	\$
Courthouse 807 W. John Street	\$	\$	\$	\$	\$
Office Building 111 W. Fox Street	\$	\$	\$	\$	\$
Animal Control 802 W. John Street	\$	\$	\$	\$	\$
Annex Building 105 W. Fox Street	\$	\$	\$	\$	\$
Historic Courthouse 109 W. Ridge Street	\$	\$	\$	\$	\$
Facilities Management/Coroners 804 W. John Street	\$	\$	\$	\$	\$
Health Department 811 W. John Street	\$	\$	\$	\$	\$
John St. Yorkville, IL	\$	\$	\$	\$	\$
Ridge St. Yorkville, IL	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

Salting per Ton	\$

Equipment Description	Cost per hour
Laborer (Shoveling, Snow Blowing, or Salt Spreading)	\$
Truck with 8.5' blade or smaller	\$
Truck with 12' blade to 8.5' blade	\$
Skid steer Loader with blade or bucket	\$
Rubber Tire Loader with blade or bucket	\$
Single Axle Dump Truck	\$
Double Axle Dump Truck	\$
Tractor-Trailer Dump Truck	\$
LIST OTHER EQUIPMENT (Below)	\$
	\$
	\$
	\$
	\$

Option	<u>s</u>
1)	Include an optional cost to clear and salt sidewalks. This price should be given in a square foot amount. Example – Clear snow & Ice and salt 5 square feet \$5.00. \$
2)	Snow fence along main drive (Contractors discretion as to locations). \$
3)	Island Marking/Staking (Contractors Discretion as to locations marked) \$
4)	All concrete slab surfaces to be sealed (Med Cure, or similar), Decorative slabs to receive high solid acrylic sealer with anti-slip additive. \$
5)	Clearing of sidewalk snow and salting of the Historic Courthouse sidewalks, stairs and entrances. \$
6)	Seasonal Pricing Option a. Total Cost for Seasonal Pricing option: (Total to be paid in 5 or 6 payments beginning on December 15th) Includes Salting
	Optional Year 4 i. Season #4 (2023/2024)- \$

Optional Year 5 – 2024 - 2025

Per Push	1"- 3"	3"-5"	5" – 7"	7" – 9"	9" – 11"
Public Safety Center 806 W. John Street	\$	\$	\$	\$	\$
Courthouse 807 W. John Street	\$	\$	\$	\$	\$
Office Building 111 W. Fox Street	\$	\$	\$	\$	\$
Animal Control 802 W. John Street	\$	\$	\$	\$	\$
Annex Building 105 W. Fox Street	\$	\$	\$	\$	\$
Historic Courthouse 109 W. Ridge Street	\$	\$	\$	\$	\$
Facilities Management/Coroners 804 W. John Street	\$	\$	\$	\$	\$
Health Department 811 W. John Street	\$	\$	\$	\$	\$
John St. Yorkville, IL	\$	\$	\$	\$	\$
Ridge St. Yorkville, IL	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

Salting per Ton	\$

Equipment Description	Cost per hour		
Laborer (Shoveling, Snow Blowing, or Salt Spreading)			
Truck with 8.5' blade or smaller	\$		
Truck with 12' blade to 8.5' blade	\$		
Skid steer Loader with blade or bucket	\$		
Rubber Tire Loader with blade or bucket	\$		
Single Axle Dump Truck	\$		
Double Axle Dump Truck	\$		
Tractor-Trailer Dump Truck	\$		
LIST OTHER EQUIPMENT (Below)	\$		
	\$		
	\$		
	\$		
	\$		

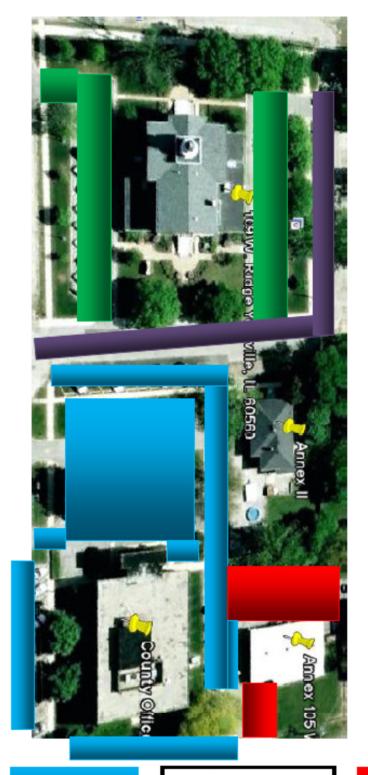
Option 1)	<u>s</u> Include an optional cost to clear and salt sidewalks. This price should be given in a square foot amount. Example – Clear snow & Ice and salt 5 square feet \$5.00. \$				
2)	Snow fence along main drive (Contractors discretion as to locations). \$				
3)	Island Marking/Staking (Contractors Discretion as to locations marked) \$				
4)	All concrete slab surfaces to be sealed (Med Cure, or similar), Decorative slabs to receive high solid acrylic sealer with anti-slip additive. \$				
5)	Clearing of sidewalk snow and salting of the Historic Courthouse sidewalks, stairs and entrances. \$				
6)	Seasonal Pricing Option a. Total Cost for Seasonal Pricing option: (Total to be paid in 5 or 6 payments beginning on December 15th) Includes Salting				
	Optional Year 5 i. Season #5 (2024/2025)- \$				

INVOICE EXAMPLE

Week Ending 12/15/2020

LOCATION	DATE	RATE	TOTAL
Public Safety Center			
Push Entire Lot 3" – 5"	12/09/2020	\$	\$
Plow traffic lanes 8' blade 1:00 p.m. 3:30 p.m	12/09/2020	\$	\$
Spread ½ ton salt	12/09/2020	\$ /ton	\$
Push entire lot 1" – 3"	12/12/2020	\$	\$
Spread ½ ton salt	12/12/02020	\$ /ton	\$
Sub-Total Public Safety Center			\$
Courthouse			
Push Entire Lot 3" – 5"	12/09/2020	\$	\$
Plow traffic lanes 8' blade 1:00 p.m. 3:30 p.m	12/09/2020	\$ /hour	\$
Spread 1 ton salt	12/09/2020	\$ /ton	\$
Push entire lot 1" – 3"	12/12/2020	\$	\$
Spread 1 ton salt	12/12/2020	\$ /ton	\$
Sub-Total Courthouse			\$
TOTAL WEEK ENDING 12/15/2020			\$

ATTACHMENT D SITE DATA



Kendall County

Fox St. Campus

Office Building

Historic Courthouse

Annex

Ridge St.



