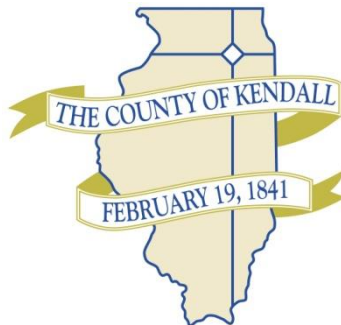


2020 HVAC Improvements - Animal Control Facility for Kendall County Invitation to Bid (ITB)



January 22, 2020

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Invitation to Bid

2020 HVAC Improvements - Animal Control Facility for Kendall County

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 by February 14, 2020.

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>

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 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 all areas of the project.

2020 HVAC Improvements - Animal Control Facility for Kendall County.

Work shall include but is not limited to the following:

- Selective demolition work to accommodate the work
- Replacement of the mechanical HVAC system in the kennel and office areas

Note:

- Electric for H.V.A.C. systems to be provided by Electrician under an owner direct contract.

Bids

- Require separate bids for the Kennel Areas and main office areas H.V.A.C. systems
 - Kennels North & South listed as one price on form.
 - Main office H.V.A.C. system listed as one price on form.

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 “**2020 HVAC Improvements - Animal Control Facility for Kendall County.**” 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 2:00 p.m. on February 18, 2020 (“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 contract will be awarded to the lowest responsible bidder.

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

Expected dates for Project:

ITB advertised	January 26, 2020
Mandatory Bid Walk Through	February 4, 2020 at 10:00a.m. KCFM Office 804 W. John St. Suite B Yorkville, IL 60560
Project Questions End Date	February 14, 2020
Bids Due	February 18, 2020 at 2:00p.m. Kendall County Facilities Mgmt. Office 804 W. John St. Suite B. Yorkville, IL 60560
Bids Presented	
Animal Control Committee	February 27, 2020 8:30a.m. 111 W. Fox St. Offices 209 & 210 2nd Floor Yorkville, IL 60560
Approve Contract	
County Board	
*Tentative Date	March 3, 2020 6:00p.m. 111 W. Fox St. Offices 209 & 210 2nd Floor

OPENING PROPOSALS, SELECTION PROCESS AND AWARDING AGREEMENT

Proposals will be opened and publicly read on **February 18, 2020** at **2:00 P.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 contractor should be making its best and final offer.

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 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. **Effective Date & Term:** This Agreement shall be effective as of its execution and continue until the 2020 HVAC Improvements - Animal Control Facility for Kendall County has been completed or as terminated by either party pursuant to the terms in the Agreement.
2. **The Work:** Contractor will provide Kendall County with construction, labor, materials and services for the 2020 HVAC Improvements - Animal Control Facility for Kendall County in accordance with the following documents (the **Contract Documents**):
 - a. The Drawings, as listed in the Drawing Index, Sheet A-1 dated 9/9/19, prepared by the Architect.
 - b. The Bidding Requirements: Invitation to Bid, Notice to Bidders, and Instructions to Bidders, as incorporated in the Invitation to Bid dated January 22, 2020.
 - c. The Bid Form and bid submittals as submitted by the Contractor with its bid.
 - d. **The General Requirements, Division 1 and Specification Divisions 2 through 10 as contained in the Project Manual, as prepared by the Architect dated 9/9/19, along with mechanical specifications as noted in the drawing set.**
 - e. The Addenda: Addendum _____ dated _____, ___pages and _____ drawings, Addendum # _____ dated _____, _____pages and _____ drawings.
3. **Modifications:** 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.
4. **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 of _____ Dollars (\$_____), which includes Base bid (\$_____), Project Allowance (\$_____) for _____, and Alternate _____ to _____, _____ as shown on the bid drawing _____ (\$_____). 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.
5. **Time:** The Contractor shall achieve Substantial Completion of the Work by June 30, 2020, and shall achieve Final Completion within 30 calendar days thereafter. Time shall be changed only by written agreements signed by both parties.
6. **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.

7. **Bonds:** Contractor must furnish, supply and deliver a payment bond in the amount of 100% of the Contract Sum to Kendall County pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq.
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. **Property Damage:** All loss or damage arising out of the nature of the work performed by Contractor including, but not limited to any damage caused to Contractor's equipment during the performance of said work shall be sustained at Contractor's expense. Contractor shall also be held responsible for any and all damage caused by Contractor in the performance of services under this Agreement. Any damage caused by Contractor to the County's parking lots, islands, sidewalks, buildings, and/or other Kendall County property may be repaired by Kendall County, in its sole discretion, and either deducted from the payment owed to the Contractor or billed to Contractor, at Kendall County's discretion.
10. **Independent Contractor:** Contractor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.
11. **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. **Termination:** Notwithstanding any other provision of this Agreement, this Agreement may be terminated by Kendall County upon written notice delivered to Contractor at least thirty (30) calendar days prior to the effective date of termination. 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. **Warranties:** 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. **Kotecki Waiver:** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Kendall County, Illinois and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.
15. **Assignment:** 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.*).
17. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, KCFM, Attention: Director, Facilities Management, 804 John Street, Suite B, Yorkville, Illinois, 60560, fax (630) 553-4125, with copy sent to: State's Attorney, Attention: Eric Weis, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Contractor, to _____, _____, Phone: (____) _____, Fax: (____) _____.
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. **Certification:** Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

Contractor further certifies by signing the Agreement that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Contractor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

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. **Conflict of Interest:** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
25. **Remedies:** In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys’ fees, court costs, expenses, and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
26. **Waiver:** The Parties' waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
27. **Background Checks/Security:** Contractor shall exercise general and overall control of its officers, employees and/or agents. Contractor agrees that no one shall be assigned to perform work at Kendall County’s facilities on behalf of Contractor, Contractor’s consultants, subcontractors and their respective officers, employees, agents and assigns unless Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual’s criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged, or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at Kendall County’s facilities absent prior written

consent from Kendall County. 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. **Counterparts:** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
30. **Waiver of Lien:** Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. 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. **Drug Free Workplace:** Contractor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
33. **Default:** The Agreement may be canceled or annulled by Kendall County in whole or in part by written notice of default to the Contractor upon nonperformance or violation of 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. **Taxes:** Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status. No submitted bids can include any amounts of money for these taxes.
37. **Authority to Execute Agreement:** 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 _____, 2019

Contractor Name

Signature

Printed Name

Title

Kendall County, Illinois

Signature

Scott Gryder

Printed Name

County Board Chairman

Title

**PLACES OF SERVICE
(ATTACHMENT B)**

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

**Kendall County
Animal Control
802 W. John St.
Yorkville, IL 60560**

**DRAWINGS & SPECIFICATIONS
(ATTACHMENT D)**

**Animal Control Facility
802 W. John St.**



Refer to Healy Bender & Associates, Inc. (Architect) drawings & specifications as follows:

- The Drawings, as listed in the Drawing Index, Sheet A-1 dated 9/9/19, prepared by the Architect.
- The Bidding Requirements: Invitation to Bid, Notice to Bidders, and Instructions to Bidders, as incorporated in the Project Manual.
- The Bid Form and bid submittals as submitted by the Contractor with its bid.
- The General Requirements, Division 1 and Specification Divisions 2 through 10 as contained in the Project Manual, as prepared by the Architect dated 9/9/19, along with mechanical and electrical specifications as noted in the drawing set.