KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

LEGAL NOTICE

NOTICE TO BIDDERS
KENDALL COUNTY FOREST PRESERVE DISTRICT
Invitation to Bid (ITB) Number: 24-06-001

Sealed proposals for the Hoover Forest Preserve and Baker Woods Forest Preserve: "2024 Roof Replacements and Building Re-Sealing Project" in Kendall County, Illinois, shall be received at the Forest Preserve offices: 110 W. Madison Street, Yorkville, IL 60560 until 4:00 p.m. local time, June 26TH, 2024, at which time all bids will be publicly opened and read aloud.

Work generally includes roofing shingle removals and replacements on two buildings (Hoover Forest Preserve - "Old Shop" located at 11285 W. Fox Road in Yorkville, Illinois and Baker Woods Forest Preserve - Ellis House located at 13986 McKanna Rd, Minooka, IL 60447) including removal and replacement of all truss end facia boards at the "Old Shop" and building envelope caulking removal and resealing at the Ellis House.

Bid documents will be available online beginning May 30TH, 2024 at 11:00 am at the Kendall County website's Vendor Registry https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585 and at the Forest Preserve offices and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) 553-4025.

A <u>non-mandatory</u> pre-bid meeting and tour of the Project sites will begin promptly at 10 am on June 13, 2024 at the Kendall County Forest Preserve District's main office located in the Kendall County Historic Courthouse at 110 W. Madison Street Yorkville, IL 60560. Prospective Bidders should meet at main office, and will then travel to Hoover Forest Preserve to inspect the "Old Shop" at 11285 W Fox Rd, Yorkville, IL 60560 and Ellis House and Equestrian Center at 13986 McKanna Rd, Minooka, IL 60447. All Prospective Bidders are requested, but not required to attend.

Specifications require the submittal of a 10% Bid Surety with the proposal. In addition, the successful contractor(s) must be able to provide a satisfactory Performance Bond, Labor and Material Payment Bond, and required proof of insurance following the award of a contract.

All contracts for work herein are subject to all District and County rules and regulations, and providing for the payment of Kendall County's prevailing wage rate to all workers involved in these projects.

All bids will remain firm for 60 days after the bid opening. The Kendall County Forest Preserve District reserves the right to reject any or all bids, to waive informalities on a bid, and to accept the lowest responsible bid that serves the best interests of the District.

Minority business firms are encouraged to submit bids. Successful contract bidders are also encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

END



2024 Roof Replacements and Building Re-Sealing Project

Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560

630-553-4131 kcforest@kendallcountyil.gov

- 1. Hoover Forest Preserve Old Shop Building Roof Replacement a. Includes 1" X 10" truss end primed fascia board replacements
- 2. Baker Woods Forest Preserve Ellis House and Attached Garage Roof Replacement
 - a. Includes removal of all existing building envelope caulking and re-sealing

Invitation to Bid (ITB) Number: 24-06-001

Thursday, May 30, 2024

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SECTION 1: INTRODUCTION

A. **DEFINITIONS:**

"Addenda" or "Addendum" means written or graphic instruments issued by the Kendall County Forest Preserve District ("District"), which by additions, deletions, clarifications or corrections, modify or interpret the Bidding Documents. All Addenda shall be incorporated herein by reference as part of the ITB.

"Bid" means a complete and properly executed proposal to complete the Project for the sums stipulated therein, submitted in accordance with the Bidding Documents.

"Bidder" means a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

"Bidding Documents" means this ITB, all Addenda, the **project manual and the drawings** of the Project, which shall hereinafter be referred to collectively as "Bidding Documents".

"District" means the Kendall County Forest Preserve District and its elected officials, departments, employees, and agents.

"ITB" means this Invitation to Bid and any documents specifically incorporated by reference or attached hereto.

"Project" means the Scope of Work described in the Bidding Documents.

"Project site" means the location where the Project will be performed, which is the following locations: Hoover Forest Preserve 11285 W. Fox Road, Yorkville IL, 60560 and Baker Woods Forest Preserve – Ellis House and Equestrian Center 13986 McKanna Rd, Minooka, IL 60447

B. SCOPE OF WORK:

The District, seeks a qualified business to provide the following scope of services in accordance with the requirements set forth in this ITB and the Bidding Documents:

- 1. Full roof replacement of the "Old Shop" building roof at Hoover Forest Preserve in accordance with the architectural blueprints.
 - a. Tear-off and replacement of all existing asphalt shingles.
 - b. Tear-off of existing roof-mounted vents and chimneys including patching of all openings created.
 - c. Replacement of existing 4' X 8' (1/2" or 5/8" sheathing) decking plywood as needed based on dimensions and conditions encountered following removal of existing shingles:
 - i. Bidders shall provide a lump-sum material plus labor unit cost per 4-foot by 8-foot plywood deck board replacement
 - ii. Base bids shall include the full replacement cost for removing the existing and replacing nineteen (19) 4-foot by 8-foot 5/8" plywood decking boards (480 sq. ft.) as an allowance for both roofing projects, with any additional replacements required completed based on Bidder's extended per unit costs.
 - iii. A project credit based on the Bidder's extended per unit costs will be extended in the event that less than nineteen (19) deck boards are replaced.
 - d. Replacement of roof ridge vent.
 - e. Installation of ice protection.
 - f. Installation of asphalt shingles.

- i. Product must be Architectural Owens Corning® TruDefinition® Duration®, or equivalent on 15# felt.
- g. Installation of aluminum roof edge flashing.
- h. Removal and replacement of all existing truss end fascia boards with 1" X 10" pre-primed rough sawn boards, with removed boards conserved for District re-use.
- 2. Full roof replacement of the "Ellis House" building roof at Baker Woods Forest Preserve (includes the attached garage) in accordance with the architectural blueprints.
 - a. Removal of decorative cupulas (X2).
 - b. Removal of three North Elevation skylights (X3) including installation of decking boards, and re-roofing.
 - c. Removal, conservation, and replacement of all existing copper gutters and downspouts.
 - d. Removal, conservation, and replacement of all existing copper weathervanes.
 - e. Tear-off of and replacement of all existing asphalt shingles.
 - f. Replacement of 4' X 8' decking boards (1/2" or 5/8" sheathing) as needed (see 1.c.ii. above).
 - g. Replacement of roof ridge vent.
 - h. Installation of ice protection.
 - i. Installation of asphalt shingles
 - i. Product must be Architectural Owens Corning® TruDefinition® Duration®, or equivalent on 15# felt.
- 3. Removal of existing sealant, and re-sealing of all outside facing windows and door frames, trim boards, and EIFS joints.
 - i. Product must be DOWSILTM EIFS Weatherproofing Sealant; DOWSILTM Contractors Weatherproofing Sealant Color "Sandstone", or equivalent.

The successful Bidder will be required to enter into a contract with the Kendall County Forest Preserve District, with all project work completed no later than November 30, 2024. The successful Bidder will be required to schedule the re-roofing of the Ellis House with the District in order to avoid conflicts with scheduled programs and events.

DRAWINGS AND SPECIFICATIONS INCORPORATED BY REFERENCE

- 1. Exhibit B: Maintenance Building Plan Set Perkins & Will, Architects and Engineers Revised December 4, 1961
- 2. Exhibit C: Ellis Residence Plan Set Aux Sable Creek Farm, Tim Manning Architect April 6, 1995

Minority business firms are encouraged to submit Bids on the Project, and Bidders are encouraged to utilize minority businesses as sub-contractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Bids for the Project.

C. <u>BASIS OF BIDS</u>:

Bids will be a single contract, stipulated sum.

The specifications described herein are what the District has determined are necessary to meet the performance requirements of the District. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, alternate bids must be clearly marked as such and deviations from the specifications must be plainly noted. The bid must be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the District's sole discretion, and it shall be the District's sole decision whether to accept an alternate or not.

Unit prices shall be shown for each item as applicable and for which vendor is offering a bid. The unit price shall include all packing, crating, freight/shipping charges, and cost of unloading supplies at destination unless otherwise expressly stated in the Bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in the extension of price, the unit price shall govern. All prices must be typewritten or written in ink adjacent thereto and initialed in ink by the party signing the Bid.

D. <u>IMPORTANT DATES</u>:

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
May 30, 2024	Bidding Documents available at Kendall County Forest Preserve District 110 W.
-	Madison Street Yorkville, IL 60560, and on the Kendall County website using the
	following link:
	https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-
	be17-0b5e06278585
June 13, 2024	Pre-Bid Meeting (Optional) at 10:00 AM at Kendall County Forest Preserve District
	Headquarters 110 W. Madison Street Yorkville, IL 60560
June 20, 2024	Questions due to David Guritz, Executive Advisor no later than 12:00 p.m. (CST)
June 21, 2024	Questions answered via addendum and posted on the County's website no later than
	4:00 p.m. (CST) and also at Kendall County Forest Preserve District 110 W. Madison
	Street Yorkville, IL 60560
June 26, 2024	Sealed Bids due no later than 4:00 p.m. (CST)
June 26, 2024	Bid opening conducted at 4:00 p.m. (CST) at Kendall County Forest Preserve District
	Headquarters 110 W. Madison Street Yorkville, IL 60560

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

Bidding Documents available at Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560, and on the Kendall County website using the following link on May 30, 2024: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585

F. PRE-BID MEETING:

A pre-bid meeting and tour of the Project sites will begin promptly at 10 am on June 13, 2024 at the Kendall County Forest Preserve District's main office located in the Kendall County Historic Courthouse at 110 W. Madison Street Yorkville, IL 60560. Prospective Bidders should meet at main office, and will then travel to Hoover Forest Preserve to inspect the "Old Shop" at 11285 W Fox Rd, Yorkville, IL 60560 and Ellis House and Equestrian Center at 13986 McKanna Rd, Minooka, IL 60447. All Prospective Bidders are requested, but not required to attend.

G. ADDENDUM:

Any and all changes to the Bidding Documents are valid only if they are included by written addendum to all Bidders. Addenda are written instruments issued by the District prior to the date for receipt of Bids, which modify or interpret the Bidding Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the Bidding Documents. Only David Guritz, Executive Advisor of the Kendall County Forest Preserve District has the authority to issue an addendum for these Bidding Documents.

No interpretation of the meaning of the plans, specifications, or other Bidding Documents will be made orally. All Addenda will be posted at the District's main office located at 110 W. Madison Street Yorkville, IL 60560,

and online using the vendor registry portal for the project using the following link:

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585
Each Bidder shall confirm prior to submitting a Bid that all Addenda issued by the District have been received and, by submission of a Bid, such act shall be taken to mean that such Bidder has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the Bidding Documents

and Addenda. Failure of the Bidder to receive and review any addendum or interpretation issued by the District shall not relieve the Bidder from the obligation under their Bid as submitted. Failure of a Bidder to request an interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Bidder to submit a Bid improperly.

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H. QUESTIONS

Should a Bidder require any additional information about this ITB or any other Bidding Documents, such questions should be directed in writing to the District. All questions should be sent to:

Kendall County Forest Preserve District Attention: David Guritz, Executive Advisor E-mail address: dguritz@kendallcountyil.gov

Questions must be received by the District at the above-referenced email address no later than 12:00 p.m. (CST) on June 20, 2024.

Questions timely received by the District will be answered at the discretion of the District. Any answers provided by the District will be given by means of an addendum published. All Addenda will be posted at the District's main office located at 110 W. Madison Street Yorkville, IL 60560, and online using the vendor registry portal for the project using the following link:

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585 and sent to all Bidders.

SECTION 2: SUBMITTAL OF BIDS

A. Submittal of Sealed Bid

All Bidders must submit one (1) original and one (1) copy of their Bid in a sealed package plainly marked in the lower left-hand corner "Bid for 2024 Roof Replacements and Re-Sealing Project."

If a Bid is submitted by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Failure to submit a Bid in a properly marked, sealed package may eliminate the Bid from consideration.

The sealed Bid must be addressed and delivered to:

Kendall County Forest Preserve District Attention: David Guritz, Executive Advisor

Address: 110 W. Madison Street Yorkville, IL 60560

Sealed Bids must be received by the District no later than 4:00 p.m. on June 26, 2024 (hereinafter referred to as the "Due Date"). Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bid. Bids received after the Due Date will not be considered and shall be marked "Late" and returned to the Bidder unopened.

B. Modification or Withdrawal of Bids:

Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by sending written notice to the person designated to receive Bids on behalf of the District. Such notice must be received by the District on or before the date and time set for receipt of Bids. The person receiving Bids shall verify that the replaced/withdrawn Bid is removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

C. Opening of Sealed Bids:

The sealed Bids timely received by the District shall be opened and publicly read on June 26, 2024 at 4:00 p.m. at 110 W. Madison Street, Yorkville, Illinois 60560. Each sealed Bid received by the District shall be analyzed to ensure that all stipulations have been satisfied by the Bidder. The results shall be recorded and forwarded with all Bidding Documents to the appropriate District official. Bidder attendance is NOT required at the opening of sealed Bids.

SECTION 3: INSTRUCTIONS TO BIDDERS

- A. What Information Must Be Included In The Bids: All Bids must comply with the following requirements:
 - 1. The Bidder must complete and include all of the following documents with their Bid:
 - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the ITB as Exhibit D)
 - A 10% Bid Surety bond as required in the Bidding Documents.
 - Completed Bid Forms (the Bid Forms are attached to the ITB as Exhibit E)
 - All other requirements included in the Bidding Documents
 - 2. All sealed Bids must be comprehensive and complete for the services requested in the Bidding Documents. All Bids shall provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of the Bidding Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
 - 3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Bidder shall be specified in the completed Bid Forms. Any reduction or donation provided by a Bidder to the District shall not relieve Bidder of their obligations to comply with existing local, state of federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.). The District shall only consider any reduction or donation in determining the lowest responsible Bidder to the extent that the reduction or donation effects the stipulated sum Bid by a Bidder.
 - 4. The "Terms and Conditions" set forth in the Bidding Documents will apply to the contract between the District and the successful Bidder. By submitting a Bid, a Bidder agrees to the Terms and Conditions. Any Bid that conflicts with the Terms and Conditions may be deemed an unresponsive Bid.
 - 5. All sealed Bids shall be submitted on forms included in these Bidding Documents unless otherwise specified.
 - 6. All information requested on Bid forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.
 - 7. The District will not be responsible for any expenses incurred by the Bidder in preparing and submitting Bids.
 - 8. The Bidder must sign their Bid in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Bidder. The name of each person signing should be typed or printed below the signature.
 - 9. The individual signing the document for the Bidder shall initial all erasures and/or corrections in their sealed Bid.
 - 10. All variations to the stated specifications must be described in detail (free from ambiguity).

- 11. All Bidders must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Bidders shall be prepared to furnish evidence of the foregoing upon request.
- 12. The Bidder acknowledges that all materials submitted with the Bid become the property of the District and, as such, may be available to the public pursuant to applicable law.
- 13. The Bidder is expected to comply with the true intent of this ITB and the Bidding Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the District. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify the District in writing, and the District will issue written corrections or clarifications. The Bidder is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB and Bidding Documents. Bidder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Bidder in the process of putting the Bid together.

B. Modification or Interpretation of Bidding Documents:

The Bidder acknowledges that some of the existing conditions shown in the Bidding Documents are presented for information as an approximation and are not a substitute for the Bidder's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Bidder from any of the requirements of the Bidding Documents or any contract entered into by the District and the successful Bidder.

The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the District of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these Bidding Documents.

C. Bid Surety:

All bidders are required to submit a bid surety with their Bid. The amount of the bid surety shall be ten percent (10%) of the total bid price and in the form of a bid bond. The Bidder shall pay all premiums and costs associated with this Bid surety.

D. Award of Bid:

It is the intent of the Kendall County Forest Preserve District to award the Bid to the lowest responsible bidder who has met all specifications, terms, and conditions of this ITB and all other Bidding Documents. The District reserves the right to issue its award on a per item basis or total low bid overall. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the District, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This ITB process is for the District's benefit only, and it is intended to provide the District with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the District's discretion. By submitting a Bid, Bidder acknowledges the District's decision is final, binding, and conclusive upon the Bidder for all purposes.

All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the due date for submittal of sealed bids, unless, upon the District's request, the Bidder agrees in writing to an extension.

The failure of a Bidder to promptly supply information requested in the Bidding Documents may result in the Bidder being eliminated from consideration.

The District reserves the right to reject any or all bids, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the Bidding Documents, or to supplement, amend, or otherwise modify the Bidding Documents, without notice. The District may seek additional information or clarification from a bidder at any time and failure to respond promptly may be cause for rejection of the bid.

The District 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. The Bidder's failure to agree to the Terms and Conditions included in the Bidding Documents or to otherwise meet the requirements of the Bidding Documents may result in the disqualification of the Bidder's bid from further consideration as an unresponsive bid.

E. Execution of Contract:

The accepted Bid shall be contracted by the District for the total stipulated sum set forth in the accepted Bid. The District will not be responsible for any additional charges above the accepted Bid unless additional services are negotiated and accepted by the Kendall County Forest Preserve District by written addendum to the original contract.

The contents of the Bid submitted by the successful Bidder and the Bidding Documents (including, but not limited to the Terms and Conditions set forth below in this ITB) will become a part of the contract awarded as a result of the Bid process.

Notwithstanding any delay in the preparation and execution of the contract, 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 the District to proceed, or on date stipulated in such order.

F. Prevailing Wage Notice:

This project calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The 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/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. The successful Bidder will be required to ensure that all of its contractors and subcontractors rendering services under the contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

SECTION 4: TERMS AND CONDITIONS

The Bidder's failure to agree to the following terms and conditions may result in the disqualification of the Bidder's proposal from further consideration as an unresponsive Bid.

By submitting a Bid, Bidders represent that:

- 1. Bidder has read and understands the Bidding Documents;
- 2. Bidder understands how the Project relates to other renovations being completed by the District at the Project site, which may be concurrently bid, or presently under construction at the Project site;
- 3. The Bid complies with the Bidding Documents;
- 4. Bidder has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Bidder's observations with the requirements of the Bidding Documents and the Bidder's Bid; and
- 5. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents, as may be amended by written addendum, without exception.

By submitting a Bid, Bidders agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between the Kendall County Forest Preserve District and the successful Bidder:

- 1. These Terms and Conditions, along with the ITB, the Bidding Documents, and the Bidder's Bid, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the ITB, the remaining portions of the Bidding Documents, and the Bidder's Bid.
- 2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the District but no later than November 30, 2024 or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
- 3. Pursuant to, and as set forth in this Agreement, Bidder will provide the District the following services:
 - 1. Full roof replacement of the "Old Shop" building roof at Hoover Forest Preserve in accordance with the architectural blueprints.
 - a. Tear-off and replacement of all existing asphalt shingles.
 - b. Tear-off of existing roof-mounted vents and chimneys including patching of all openings created.
 - c. Replacement of existing 4' X 8' (1/2" or 5/8" sheathing) decking plywood as needed based on dimensions and conditions encountered following removal of existing shingles:
 - i. Bidders shall provide a lump-sum material plus labor unit cost per 4-foot by 8-foot plywood deck board replacement
 - ii. Base bids shall include the full replacement cost for removing the existing and replacing nineteen (19) 4-foot by 8-foot 5/8" plywood decking boards (480 sq. ft.) as an allowance for both roofing projects, with any additional replacements required completed based on Bidder's extended per unit costs.
 - iii. A project credit based on the Bidder's extended per unit costs will be extended in the event that less than nineteen (19) deck boards are replaced.
 - d. Replacement of roof ridge vent.

- e. Installation of ice protection.
- f. Installation of asphalt shingles.
 - i. Product must be Architectural Owens Corning® TruDefinition® Duration®, or equivalent on 15# felt.
- g. Installation of aluminum roof edge flashing.
- h. Removal and replacement of all existing truss end fascia boards with 1" X 10" pre-primed rough sawn boards, with removed boards conserved for District re-use.
- 2. Full roof replacement of the "Ellis House" building roof at Baker Woods Forest Preserve (includes the attached garage) in accordance with the architectural blueprints.
 - b. Removal of decorative cupulas (X2).
 - c. Removal of three North Elevation skylights (X3) including installation of decking boards, and re-roofing.
 - d. Removal, conservation, and replacement of all existing copper gutters and downspouts.
 - e. Removal, conservation, and replacement of all existing copper weathervanes.
 - f. Tear-off of and replacement of all existing asphalt shingles.
 - g. Replacement of 4' X 8' decking boards (1/2" or 5/8" sheathing) as needed (see 1.c.ii. above).
 - h. Replacement of roof ridge vent.
 - i. Installation of ice protection.
 - j. Installation of asphalt shingles
 - i. Product must be Architectural Owens Corning® TruDefinition® Duration®, or equivalent on 15# felt.
- 3. Removal of existing sealant, and re-sealing of all outside facing windows and door frames, trim boards, and EIFS joints.
 - ii. Product must be DOWSIL™ EIFS Weatherproofing Sealant; DOWSIL™ Contractors Weatherproofing Sealant Color "Sandstone", or equivalent.

(Hereinafter referred to collectively as "the Scope of Work" or "the Project").

- 4. As consideration for the services to be performed by Bidder pursuant to the terms and conditions set forth in this Agreement, the District agrees to pay Bidder as follows:
 - 1. 20% of base bid following award of contract
 - 2. 30% of base bid at 50% completion.
 - 3. 40% of base bid at 95% completion.
 - 4. 10% of base bid at 100% completion.

The District shall not be responsible for any costs in excess of the payment schedule set forth above unless the District agrees to said increase in writing before such expense is incurred. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

5. The District reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Bidder, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both the District and the Bidder. The District will not pay for verbal change orders. Bidder must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the District *before* proceeding with any additional work or any variations in specified materials. Furthermore, Bidder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be rebid in same manner

as the original contract. See 50 ILCS 525/5. Bidder also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the District. See 720 ILCS 5/33E-9.

- 6. Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the District. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder's officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder's officers, employees and/or agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents and agrees the District is not responsible for providing any insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents. Bidder hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the District, its board members, officials, employees, insurers, and agents for any alleged injuries that Bidder, its officers, employees and/or agents may sustain while performing services under the Agreement. Bidder shall exercise general and overall control of its officers and employees.
- 7. For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the District's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Bidder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, 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, Bidder agrees that the individual shall not be assigned to perform work on or at the District's properties and/or facilities absent prior written consent from the District. The District, at any time, for any reason and in the District's sole discretion, may require Bidder, Bidder's contractors, and Bidder's subcontractors to remove any individual from performing any further work under this Agreement. Should the District have a complaint regarding the performance of the services or the behavior of Bidder's officers, employees, contractors, subcontractors, and/or agents performing services under this Agreement, or should the District request a change in the manner in which services are being performed pursuant to this Agreement, the District shall transmit the same to the Bidder's on-site foreman and/or to any other member of Bidder's management, who shall take immediate action and shall promptly resolve the problem to the District's satisfaction. Bidder's failure to take immediate action and/or to resolve the problem to the District's satisfaction shall be considered a material breach of the Agreement.
- 8. Bidder shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") 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 Bidder of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Bidder in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Bidder's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act

(745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

- 9. Bidder will obtain and continue in force, during the term of this Agreement, all insurance as set forth below:
 - a. 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 the District at the address set forth herein.
 - b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
 - i. 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.
 - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
 - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Bidder 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.
 - iv. 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. (Not required if company provides written verification it has no employees.)
 - v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Bidder's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - c. If Bidder maintains broader coverage and/or higher limits than the minimums shown above, the District shall be entitled to the broader coverage and/or the higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. The District 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 Bidder 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 Bidder'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).
 - d. For any claims related to this Agreement, the Bidder's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Bidder's insurance and shall not contribute with it.

- e. Bidder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Bidder may acquire against Releasees by virtue of the payment of any loss under such insurance. Bidder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the District. The District may require the Bidder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.
- g. 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 Agreement or the beginning of the contracted 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 Agreement's effective date, the Bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
- h. Bidder shall furnish the District 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 the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- i. Subcontractors: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder shall ensure that the District is an additional insured on insurance required from subcontractors.
- j. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 10. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the District, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages

for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.

- 12. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the District upon written notice delivered to Bidder at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
- 13. Bidder agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- 14. 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 the Bidder and Bidder's contractors and subcontractors to pay their respective laborers, workers and mechanics performing services on this public works project 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 Bidder and Bidder's contractors and subcontractors have 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. The Bidder and all of the Bidder's contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties. Failure to comply with all applicable requirements of the Act will be considered a material breach of this Agreement.
- 15. When applicable, Bidder 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.
- 16. Bidder, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Also, Bidder and Bidder's subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- 17. All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the District. 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.
- 18. Bidder hereby waives any claim of lien against subject premises on behalf of Bidder, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of

the project and as a condition prior to payment in full, Bidder shall tender to the District a final waiver of lien for all subcontractors and/or suppliers.

- 19. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- 20. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- 21. In the event the District 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 District's obligations under this Agreement during said fiscal period, the District agrees to provide prompt written notice of said occurrence to Bidder. In the event of a default due to non-appropriation of funds, the District has the right to terminate the Agreement upon providing thirty (30) days written notice to Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- 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 the District, to the District's Representative, David Guritz, Executive Advisor at kendallcountyil.gov (630) 553-4131], with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And,	in	the	case	of	Bidder,	to:
------	----	-----	------	----	---------	-----

- Bidder certifies that Bidder, 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). Bidder further certifies by signing the Agreement, the Bidder, 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. Also, by signing this Agreement, Bidder affirms that Bidder has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Bidder's company been so convicted nor made such an admission.
- 24. Both parties affirm no Kendall County Forest Preserve District officer or elected official has a direct or indirect pecuniary interest in Bidder or this Agreement, or, if any Kendall County Forest Preserve District officer or elected official does have a direct or indirect pecuniary interest in Bidder or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- 25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the Kendall County Forest Preserve District 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, the District is required to use the services of an attorney, then the Kendall County Forest Preserve District shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the District pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

- 26. Bidder shall be responsible for the protection of all work including, but not limited to, all work performed by Bidder, Bidder's employees, subcontractors and agents until its completion and final acceptance by the District, and shall at Bidder's own expense replace damaged or lost materials or repair damaged parts of the work, and the Bidder shall be liable therefore. Bidder shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. Bidder may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Bidder shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Bidder or used under Bidder's direction during construction. Bidder shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the District.
- 27. When construction observation tasks or construction subcontracting are part of the service to be performed by the Bidder under this Agreement, the Bidder will include the following clause in any construction-related contract documents and Bidder agrees not to modify or delete it:

Kotecki Waiver: Bidder (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 the Kendall County Forest Preserve District 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.

- 28. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the District must collect and electronically publish certain data from all vendors and subcontractors doing business with the District. To comply with this statutory obligation, the Bidder agrees to provide the District with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
 - 1. Is the Bidder and/or any of the Bidder's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
 - 2. If the answer to Question (1) is "yes", does the Bidder and/or any of the Bidder's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 - 3. If the Bidder and/or the Bidder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?

- 29. Bidder and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- 30. Should the total cost of the public work to be performed by Bidder pursuant to this Agreement exceed \$50,000.00, Bidder must furnish, supply and deliver a payment bond for the total project bid amount of the to the District pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq.
- 31. The District and/or Bidder's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 32. Bidder warrants to the District that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
- 33. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Illinois Workers Act"), Bidder, its consultants, contractors, subcontractors, and agents agree to employ Illinois laborers on this Project in accordance with the Illinois Workers Act. Bidder understands that the Illinois Workers Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." *See* 30 ILCS 570/1. Bidder understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
- 34. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the District, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.
- 35. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 36. The District and the Bidder 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. Furthermore, Bidder hereby affirms that Bidder is legally authorized to transact business in the State of Illinois.

SECTION 5: ENVIRONMENTAL ASSESSMENT INFORMATION

ATTACHED AS EXHIBIT A

(ITB) Number: 24-06-001 – EXHIBIT A

Midwest
Environmental
Consulting Services, Inc.

COMPREHENSIVE ASBESTOS SURVEY

Performed For:

KENDALL COUNTY FOREST PRESERVE

110 West Madison Street Yorkville, IL 60560

Project Location:

HOOVER CENTER - MAINTENANCE BUILDING

Fox Road Yorkville, IL 60560

Inspection Date: August 21, 2009 Report Date: August 28, 2009

MEC PROJECT #: 09-08-355-INSP

KENDALL COUNTY FOREST PRESERVE

Hoover Center – Maintenance Building Fox Road Yorkville, IL 60560

Table of Contents
MEC Project #: 09-08-355-INSP

Narrative Section One

ACM Table Section Two

Drawings of Homogeneous Areas Section Three

Pictures of Homogeneous Areas Section Four

Final Analytical Report Section Five

Certifications Section Six

Section 1:

Introduction:

Midwest Environmental Consulting Services, Inc., (MEC) was retained by the Kendall County Forest Preserve to conduct a comprehensive survey of suspect asbestos containing materials (ACM) at the Hoover Center – Maintenance Building located on Fox Road, Yorkville, Illinois, 60560. The asbestos inspection was performed on August 21, 2009. This comprehensive inspection was intended to address the potential existence of ACM on the interior and exterior prior to planned demolition.

Section 2:

Protocol:

The bulk sampling strategy is based upon the protocol of homogeneous areas established by the United States Environmental Protection Agency (USEPA). A homogeneous sampling area (HSA) is defined as an area of material that is uniform in color, texture, construction, general appearance, and date of installation.

Bulk samples of suspect ACM were analyzed by Polarized Light Microscopy (PLM) utilizing the EPA-600/M4-82-020 Method. Bulk samples were analyzed using Asbestos Hazard Emergency Response Act (AHERA) "positive stop" protocol, meaning each sample of each HSA group is analyzed until asbestos is found in the HSA or all samples in the group are analyzed and are negative for asbestos content.

Section 3:

Building Description:

The Hoover Center- Maintenance Building is an occupied partial two story framed structure with no basement. The walls and ceilings are wood and drywall. The floors are concrete and wood. The roof is pitched asphalt shingle. The building is scheduled to be demolished.

Section 4:

Scope of Work:

The inspection was to address the following objectives:

- Observe, assess, and collect bulk samples of friable and non-friable asbestos containing building materials within the specific scope of work.
- The inspection was intended to identify all homogeneous areas, and did not attempt to identify or address any other environmental health hazards.
- The scope of work did not include identifying all potential concerns or eliminate possible risks.

A total of two (2) homogeneous areas were identified within the scope of work. Out of the two (2) homogeneous areas, none (0) of the homogeneous areas tested positive for asbestos content and no homogeneous areas were assumed to contain asbestos:

Asbestos-Containing Materials:

None

Assumed Asbestos-Containing Materials:

None

Section 5:

Executive Summary:

Standard practice requires that the owner provide Certified-As-Built drawings for review by the inspector. At the time of the inspection, these drawings were not available. Therefore, the accuracy of the inspection can only be based on the materials that were accessible or known about prior to the inspection. If a suspect material is identified during demolition, all work shall stop immediately until the materials can be sampled for asbestos content.

During demolition, it is recommended that a project design, project oversight, and air monitoring be in place prior to any asbestos abatement work being conducted. An Illinois Department of Public Health licensed asbestos abatement contractor must be in place prior to any asbestos abatement activities.

Prior to any planned demolition taking place, Midwest Environmental Consulting Services, Inc., strongly recommends that either the client contact Midwest Environmental Consulting Services, Inc., or the Illinois Department of Public Health in regards to current rules and regulations.

Although Midwest Environmental Consulting Services, Inc., has attempted to identify all suspect asbestos materials located on the inside of the building; some materials may have been inaccessible. Midwest Environmental Consulting Services, Inc. makes no warranty, expressed or implied.

Sincerely,

MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC.

Stephen Merwin

IDPH Licensed Asbestos Building Inspector

(IDPH #100-02871)

Stysh Merwin

Inspection performed for: KENDALL COUNTY FOREST PRESERVE 110 West Madison Street Yorkville, IL 60560 MEC Project #09-08-355-INSP Midwest Environmental Consulting Services, Inc.

4 Bonnie Lane Yorkville, IL 60560 630-553-3989

Project Date: 8/21/2009

Asbestos Bulk Sample Field Summary

Client: Kendall County Forest Preserve

Location: Hoover Center - Maintenance Building Address: Fox Road, Yorkville, IL, 60560

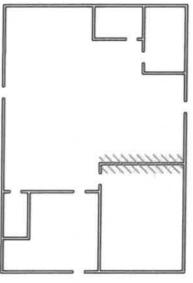
MEC Project #: 09-08-355-INSP Inspector: Stephen Merwin - 100-02871

	Sample # Material Description	Location	Approx. Quantity	ACM Yes/No	Comments
MDA	Drywall	Central Area	500 S.F.	S S	
MRA	Asphalt Roofing Shingles w/Tar	Roof	6,100 S.F.	No.	

Page 1 of 1

Inspection performed for:
KENDALL COUNTY FOREST PRESERVE
110 West Madison Street
Yorkville, IL 60560
MEC Project #09-08-355-INSP

MICA Drywel 500 S.F. No HOMO: DESCRIPTION: QUANTITY: AGN: COMMENTS: NORTH



1ST FLOOR

t: NO. DATE Services, Inc.	ironmental NO.	
		- 1
Services, Inc.	Services, Inc. ne e0560	Consultant: Midwest Envi
	60560 20sn	g S

HOMO: DESCRIPTION: QUANTITY: AGM: COMMENTS:

MRA Asphait Roofing Stangles w/Tar Paper 6,100 S.F. No

ROOF

NORTH HENDING

			REVISIONS	SN		
Kendall County Forest Preserve	Project: Maintenance Building (Hoover Center)	Consultant: // Midwest Environmental	ÓN	DATE	Rev. By	File Name: 09-08-355
110 West Madison Street	Yorkville, IL. 60580 4 Bonnie Lane	Consulting Services, Inc. 4 Bonnie Lane				Date: 08-24-09
Yorkville, IL 60560		Yorkville, IL 60560 Ph. 630.553.3989				
						Brown By: JQ Scote: NTS

KENDALL COUNTY FOREST PRESERVE

Hoover Center – Maintenance Building Fox Road, Yorkville, IL 60560



Homogeneous Area:	MDA
Material Description:	Drywali
Location:	Central Area
ACM Y/N:	No

Comments:



Homogeneous Area:	MRA
Material Description:	Asphalt Roofing Shingles w/Tai
Location:	Roof
ACM Y/N:	No

Comments:

Midwest Environmental Consulting Services, Inc. MEC Project #09-08-355-INSP

STAT Analysis Corporation

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766 Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Kendall County Forest Preserve Hoover Ctr



ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

Midwest Environmental Consulting Serv., Inc.

4 Bonnie Lane Yorkville, IL 60560

Phone: (630) 553-3989 Fax: (630) 553-3990

Reference:

09-08-355-INSP

Date Received: 08/24/2009

Date Analyzed: 08/26/2009

Location: Batch No.:

285488

Date Reported: 08/26/2009

Customer No.:

244

Turn Around Time: 72 Hour

Laboratory Sample	Customer Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
285488001	MDA-1	ND	Cellulose 5-10% Binder 90-95%
285488002	MDA-2	ND	Cellulose 5-10% Binder 90-95%
285488003	MDA-3	ND	Cellulose 5-10% Binder 90-95%
285488004	MRA-I	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%
285488005	MRA-2	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%
285488006	MRA-3	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%

ND = Asbestos Not Detected (Not Present)

NA . Not Analyzed

NS = Not Submitted

Components of inhomogeneous samples are analyzed per our Standard Operating Procedure, or per customer request.

The use of the NVLAP lugo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information interred only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entiroly, unless written approved has been obtained from the laboratory.

Analyzed by Name: <

Page 1 of 1

Henry Robateau Microscopist

Date: 08/26/2009

P.001/001

3127332386

SIEXTANA TATE

AUG-27-2009 11:53



ASBESTOS PROFESSIONAL LICENSE

ID NUMBER 100 - 02871 ISSUED 2/5/2009

EXPIRES 05/15/2010

STEPHEN D MERTYIN 25 W 101 MARBLET EAD COUR NAPERVILLE, IL 60540

Environmental Health



ASBESTOS INSPECTOR REFRESHER TRAINING 8/17/2010 Expiration Date AHERA Regulations-NESHAP and TSCA Title II and has successfully completed the course and examination for Stephen Merwin ENERGY ENVIRONMENTAL AND SAFETY SOLUTIONS The State of Missouri MO-00-07-020 THIS CERTIFIES THAT Ar Walter John Control as specified by the E.P.A. Presented by: 7-OT-07379R Certificate Number 8/17/2009 Course Date



UNITED STATES DEPARTMENT OF COMMERCE National Institute of Standards and Technology Gaithersburg, Maryland 20899

NVLAP Lab Code: 101202-0

June 24, 2009

Dr. Pinaki Banerjee HI-TEK Environmental, Inc. dba. STAT Analysis Corporation 2242 W. Harrison Chicago, IL 60612

Dear Dr. Banerjee:

I am pleased to inform you that continuing accreditation for specific test methods in Airborne Asbestos Fiber Analysis (TEM) is granted to your organization under the National Voluntary Laboratory Accreditation Program (NVLAP). This accreditation is effective until June 30, 2010, provided that your organization continues to comply with accreditation requirements contained in the NVLAP Procedures.

Your Certificate of Accreditation is enclosed along with a statement of your Scope of Accreditation. You may reproduce these documents in their entirety and announce your organization's accreditation status using the NVLAP symbol and/or term in business publications, the trade press, and other business-oriented literature. Accreditation does not relieve your organization from observing and complying with any applicable existing laws and/or regulations.

We are pleased to have you participate in NVLAP and look forward to your continued association with this program. If you have any questions concerning your NVLAP accreditation, please direct them to Hazel M. Richmond, Program Manager, Laboratory Accreditation Program, National Institute of Standards and Technology, 100 Bureau Dr. Stop 2140, Gaithersburg, MD 20899-2140; (301) 975-4016.

Sincerely,

Sally S. Bruce, Chief

Laboratory Accreditation Program

Dally S. Buce

Enclosure(s)







Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101202-0

STAT Analysis Corporation

Chicago, IL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

AIRBORNE ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2009-07-01 through 2010-06-30

Effective dates



For the National Institute of Standards and Technology

NVLAP-01C (REV. 2009-01-28)



National Voluntary Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

STAT Analysis Corporation

STAT Analysis Corporation 2242 W. Harrison Chicago, IL 60612 Dr. Pinaki Banerjee

Phone: 312-733-0551 Fax: 312-733-2386 E-Mail: Pbanerjee@STATAnalysis.com URL: http://www.STATAnalysis.com

AIRBORNE ASBESTOS FIBER ANALYSIS (TEM)

NVLAP LAB CODE 101202-0

NVLAP Code Designation / Description

18/A02 U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and

Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as

found in 40 CFR, Part 763, Subpart E, Appendix A.

2009-07-01 through 2010-06-30

Effective dates

For the National Institute of Standards and Technology

NVLAP-01S (REV. 2005-05-19)



NVLAP Lab Code: 101202-0

June 24, 2009

Dr. Pinaki Banerjee HI-TEK Environmental, Inc. dba. STAT Analysis Corporation 2242 W. Harrison Chicago, IL 60612

Dear Dr. Banerjee:

I am pleased to inform you that continuing accreditation for specific test methods in Bulk Asbestos Fiber Analysis (PLM) is granted to your organization under the National Voluntary Laboratory Accreditation Program (NVLAP). This accreditation is effective until June 30, 2010, provided that your organization continues to comply with accreditation requirements contained in the NVLAP Procedures.

Your Certificate of Accreditation is enclosed along with a statement of your Scope of Accreditation. You may reproduce these documents in their entirety and announce your organization's accreditation status using the NVLAP symbol and/or term in business publications, the trade press, and other business-oriented literature. Accreditation does not relieve your organization from observing and complying with any applicable existing laws and/or regulations.

We are pleased to have you participate in NVLAP and look forward to your continued association with this program. If you have any questions concerning your NVLAP accreditation, please direct them to Hazel M. Richmond, Program Manager, Laboratory Accreditation Program, National Institute of Standards and Technology, 100 Bureau Dr. Stop 2140, Gaithersburg, MD 20899-2140; (301) 975-4016.

Sincerely,

Sally S. Bruce, Chief

Laboratory Accreditation Program

Sally S. Buce

Enclosure(s)



NIST



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101202-0

STAT Analysis Corporation

Chicago, IL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2009-07-01 through 2010-06-30

Effective dates



For the National Institute of Standards and Technology

NVLAP-01C (REV. 2009-01-28)



National Voluntary Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

STAT Analysis Corporation

STAT Analysis Corporation 2242 W. Harrison Chicago, IL 60612 Dr. Pinaki Banerjee

Phone: 312-733-0551 Fax: 312-733-2386 E-Mail: Pbanerjee@STATAnalysis.com URL: http://www.STATAnalysis.com

BULK ASBESTOS FIBER ANALYSIS (PLM)

NVLAP LAB CODE 101202-0

NVLAP Code Designation / Description

18/A01 EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation

Samples

2009-07-01 through 2010-06-30

Effective dates

For the National Institute of Standards and Technology

Page 1 of 1 NVLAP-01S (REV. 2005-05-19)

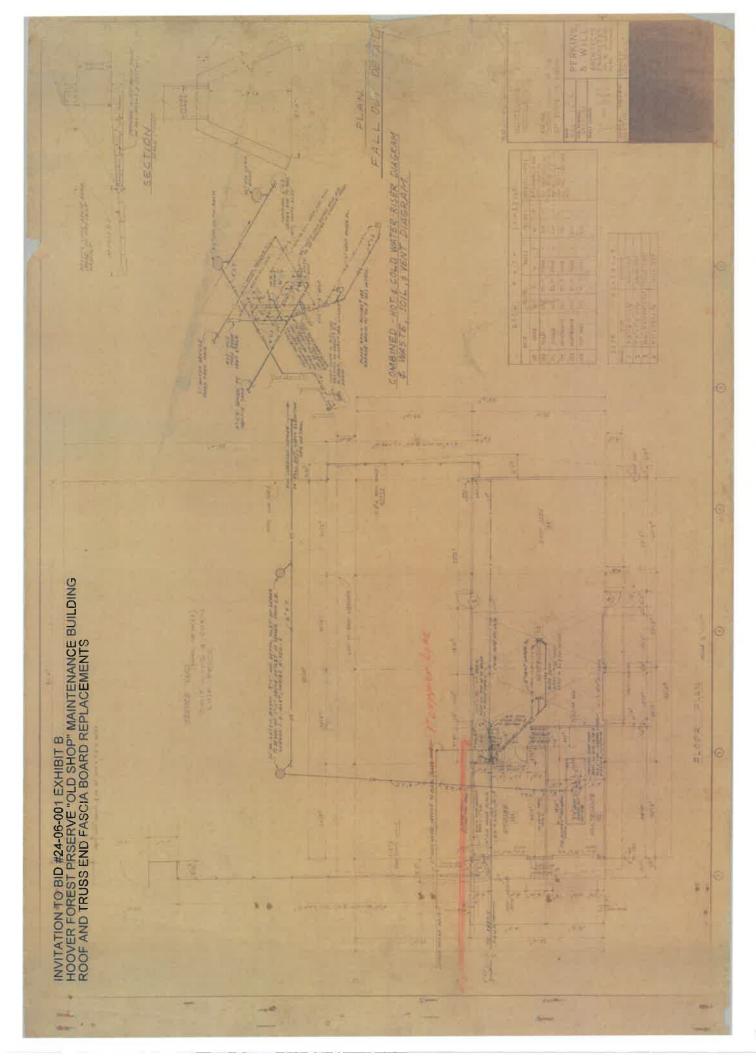
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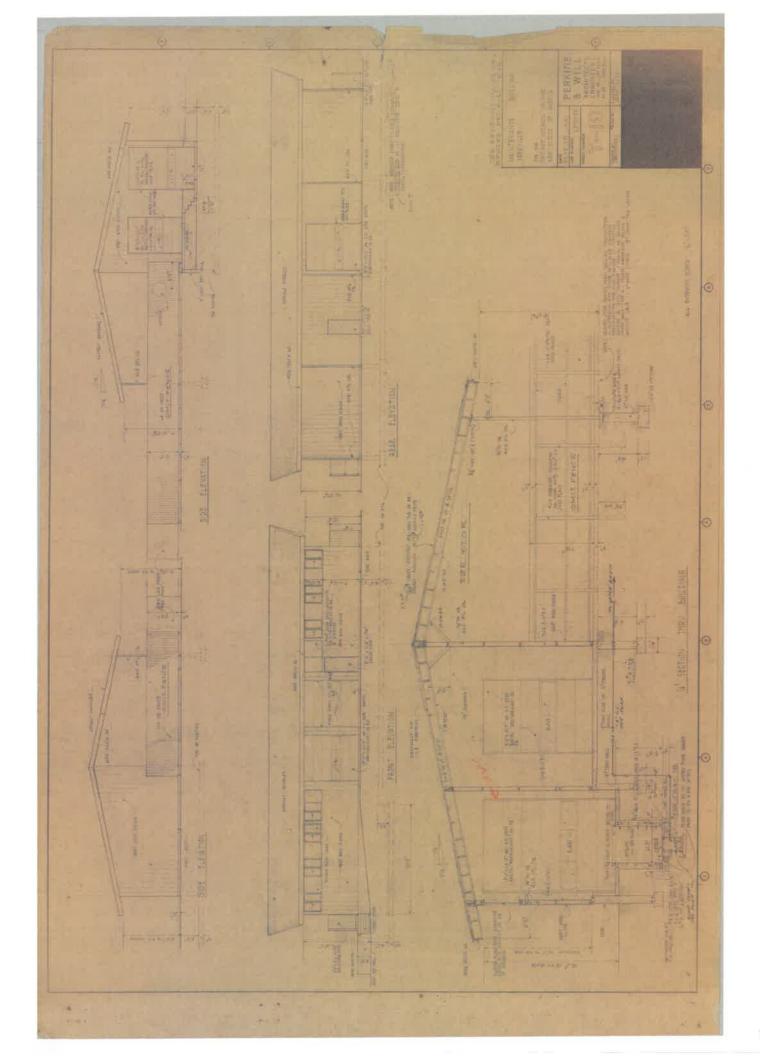
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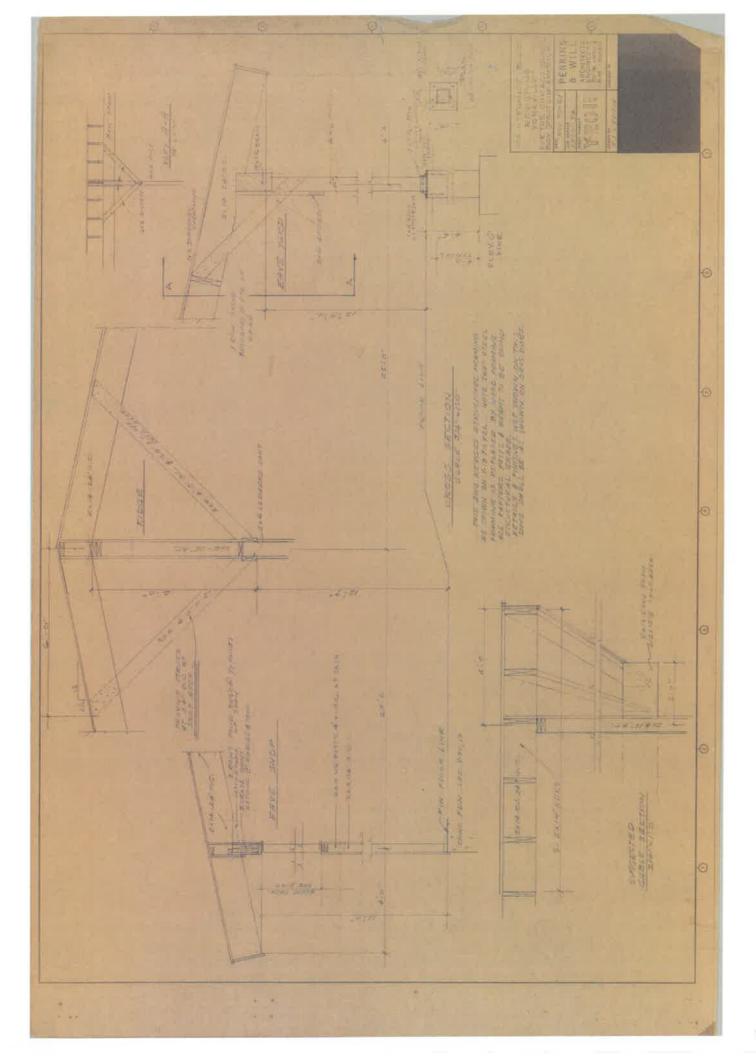
DRAWINGS AND SPECIFICATIONS INCORPORATED BY REFERENCE

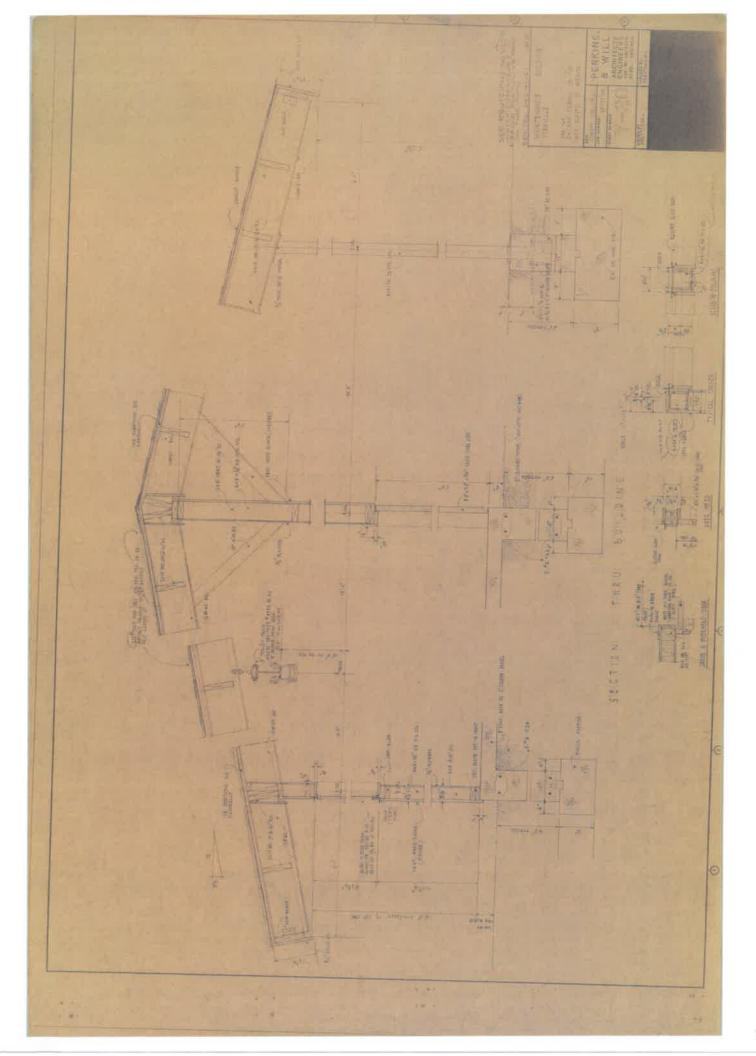
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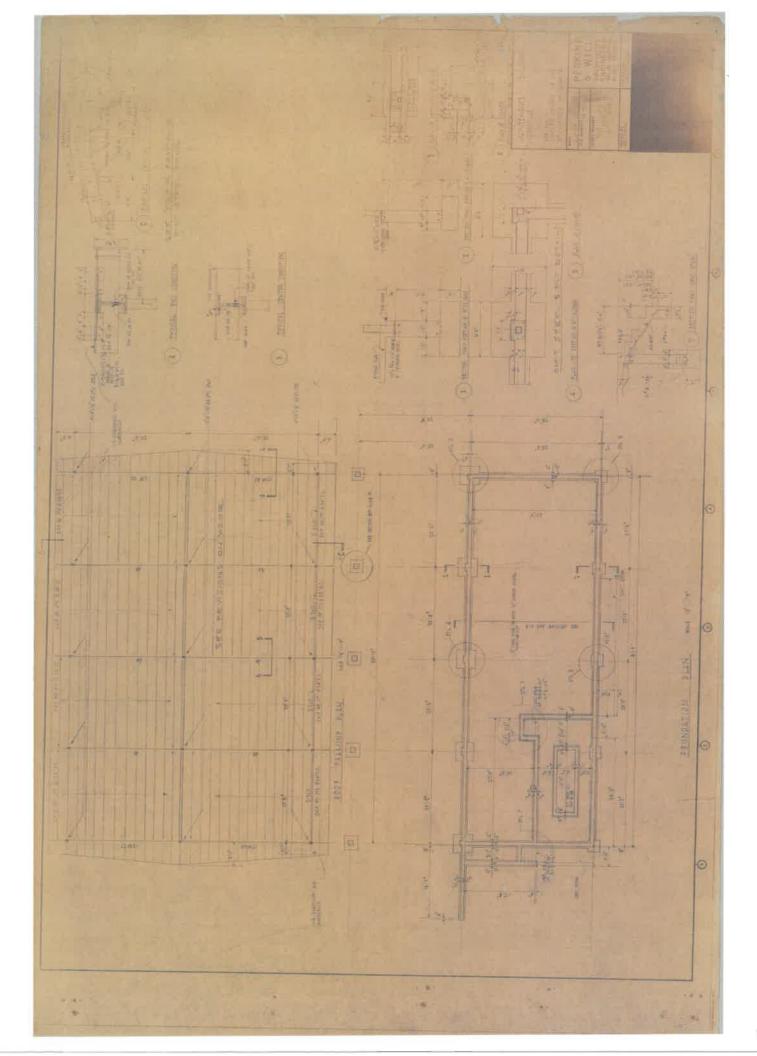
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- 2. Ellis Residence Plan Set Aux Sable Creek Farm, Tim Manning Architect April 6, 1995

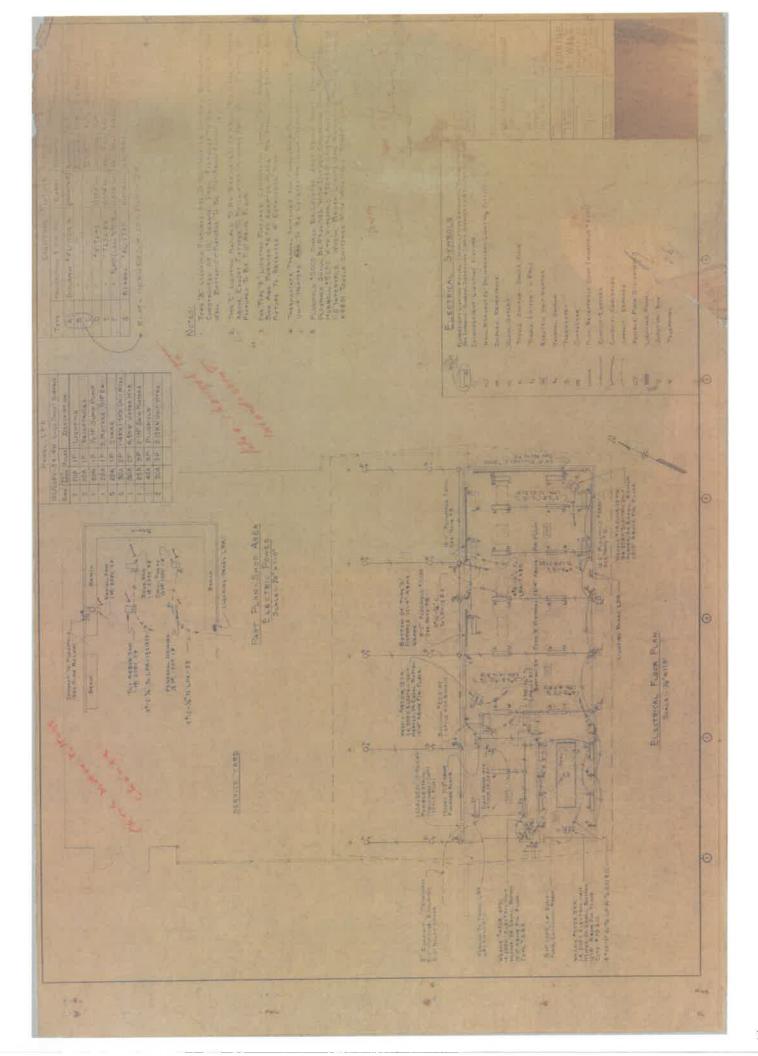


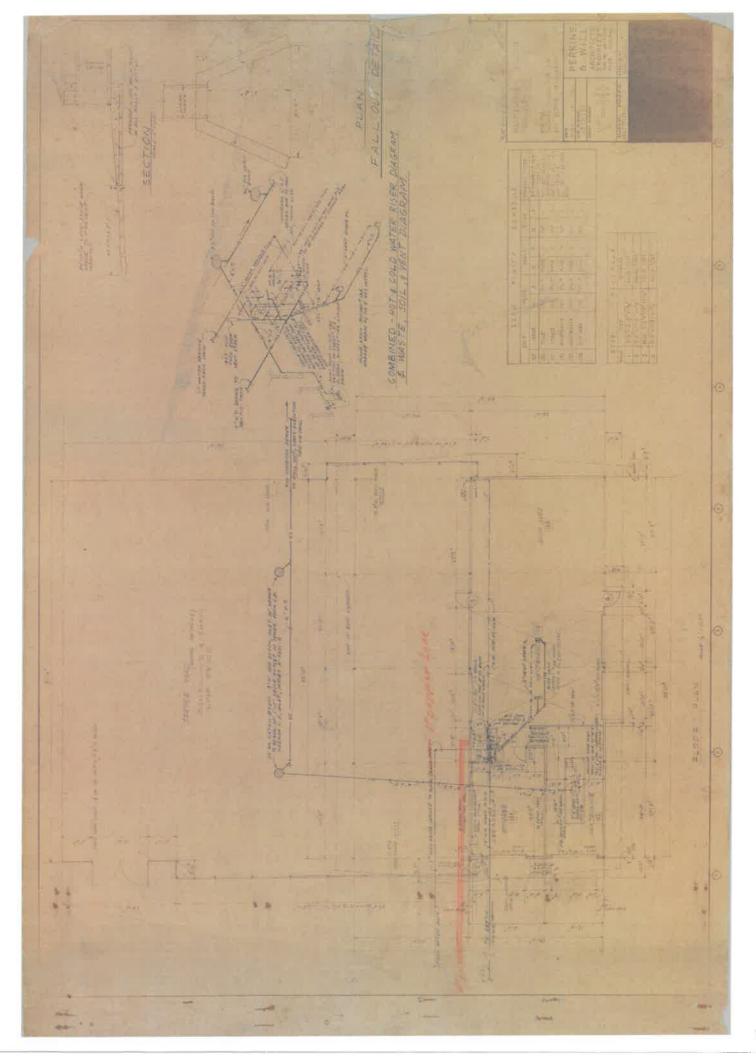


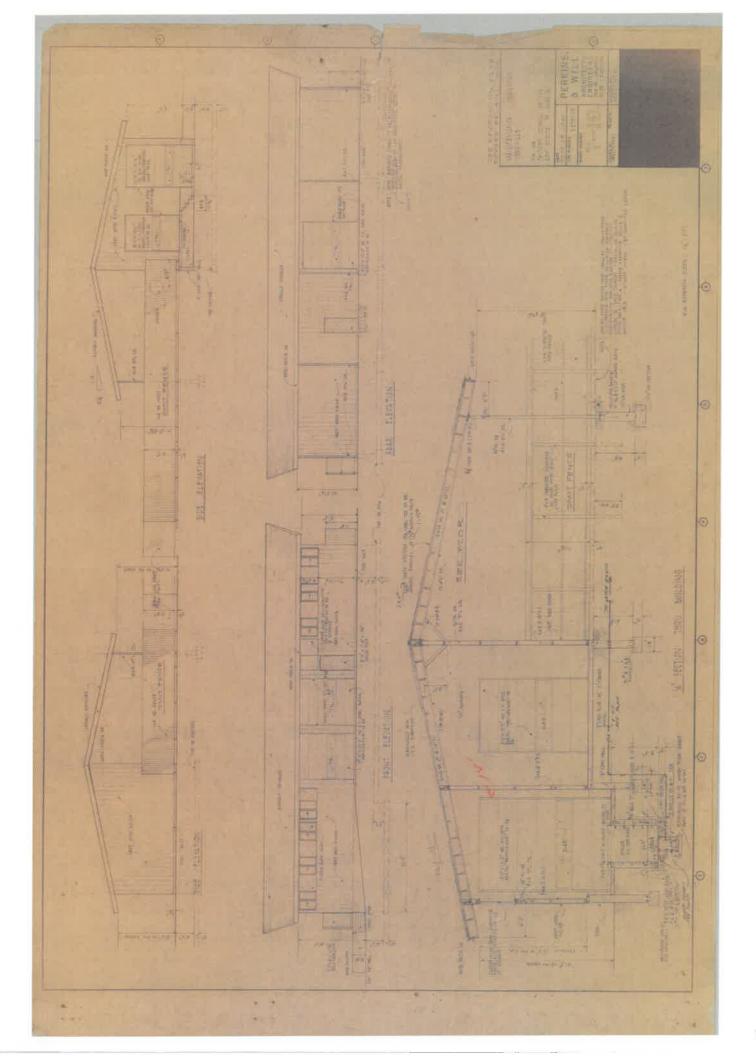


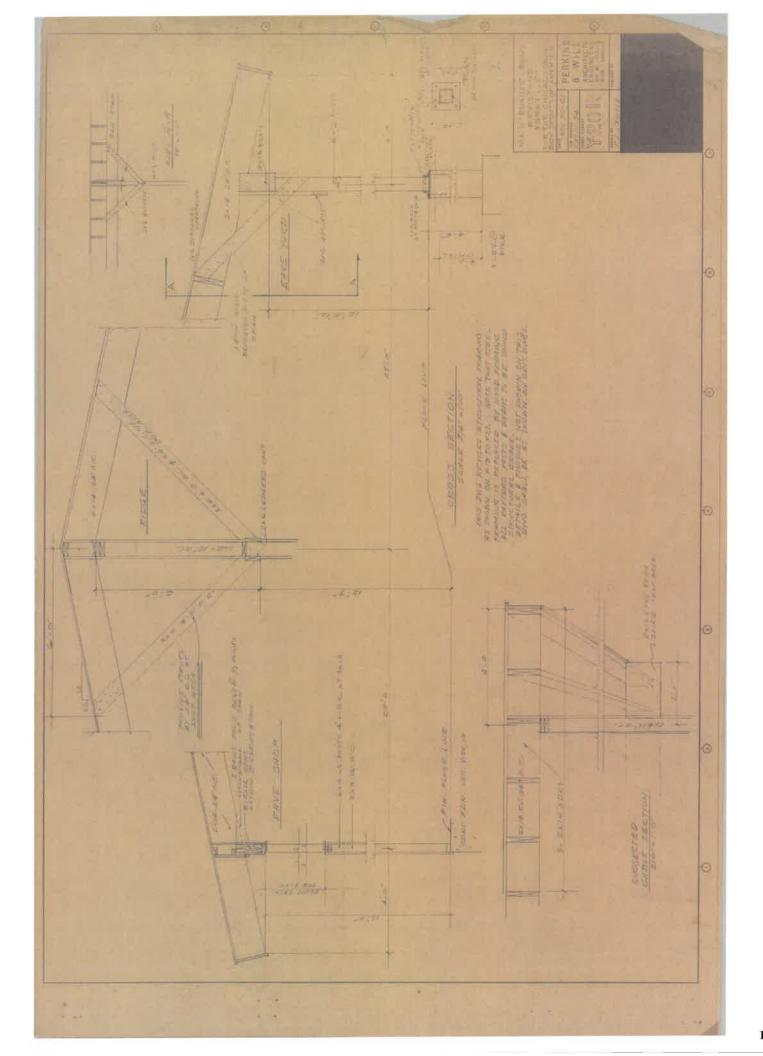


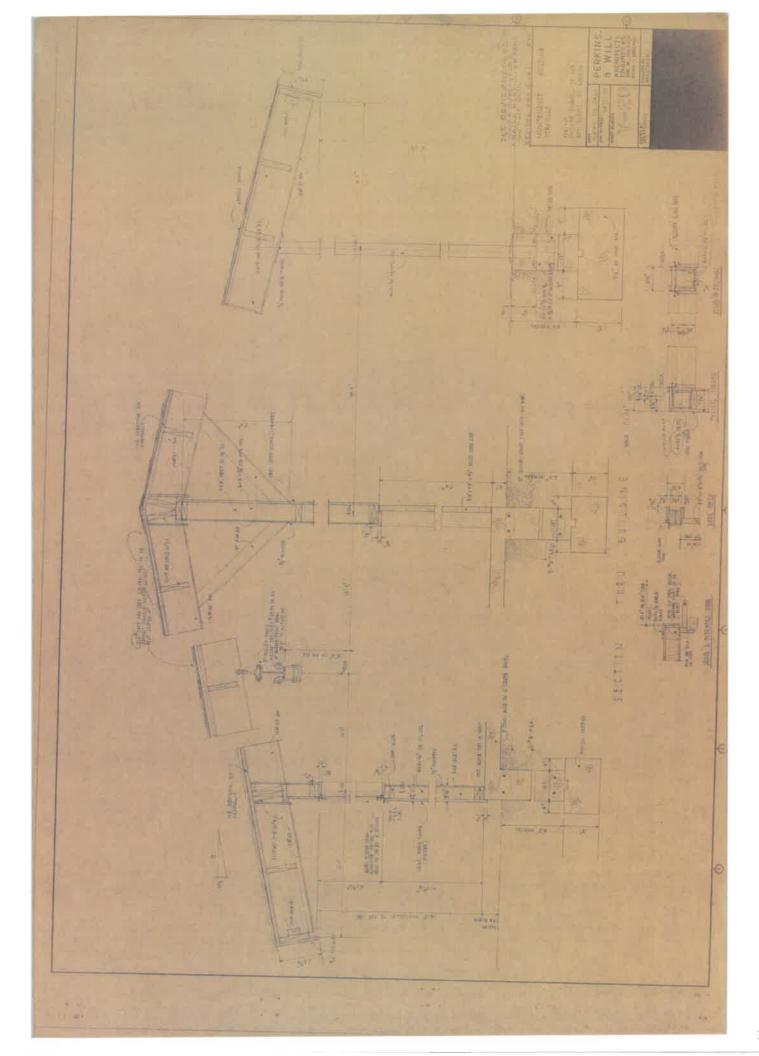


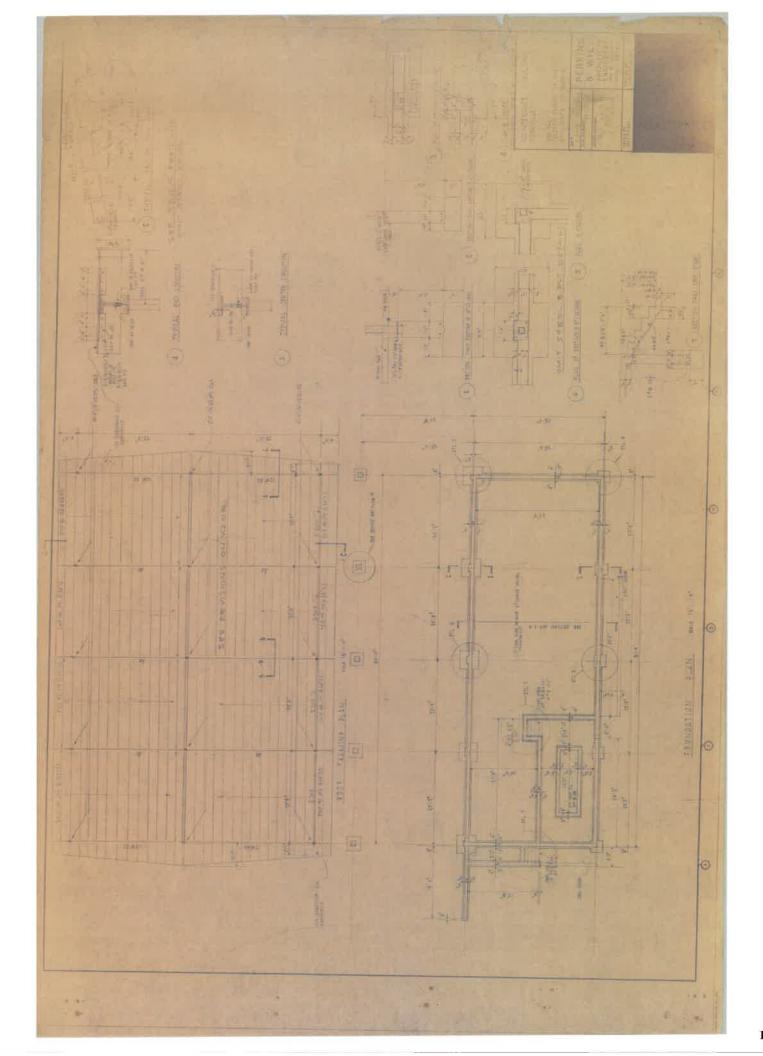


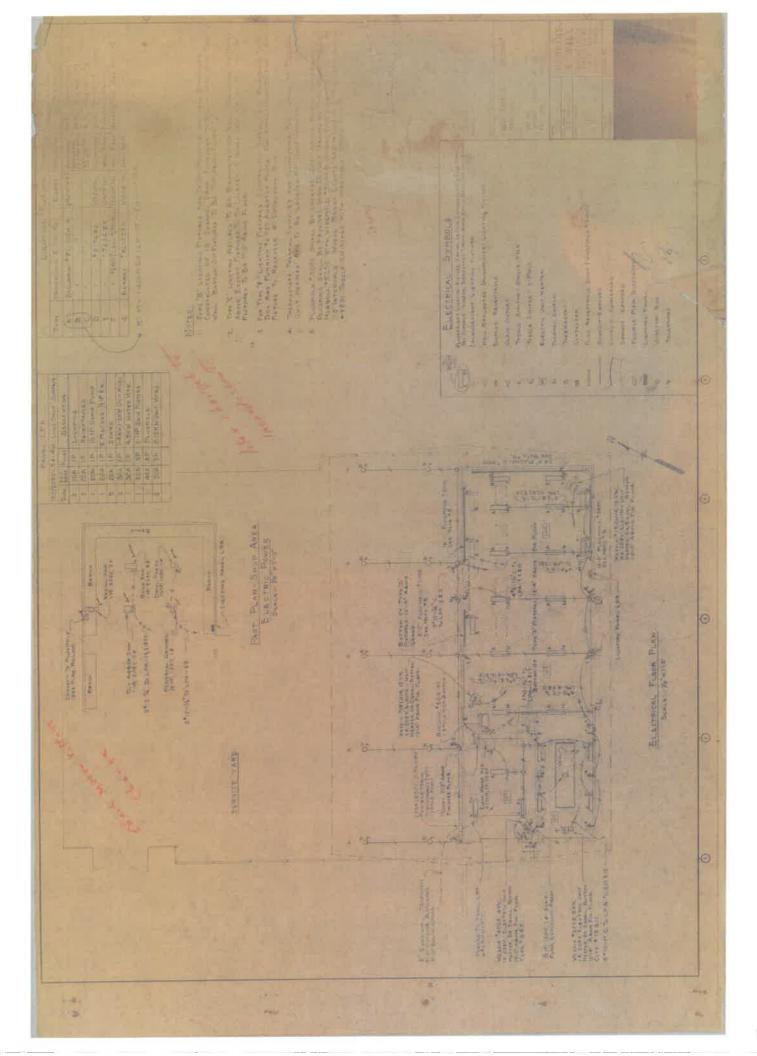


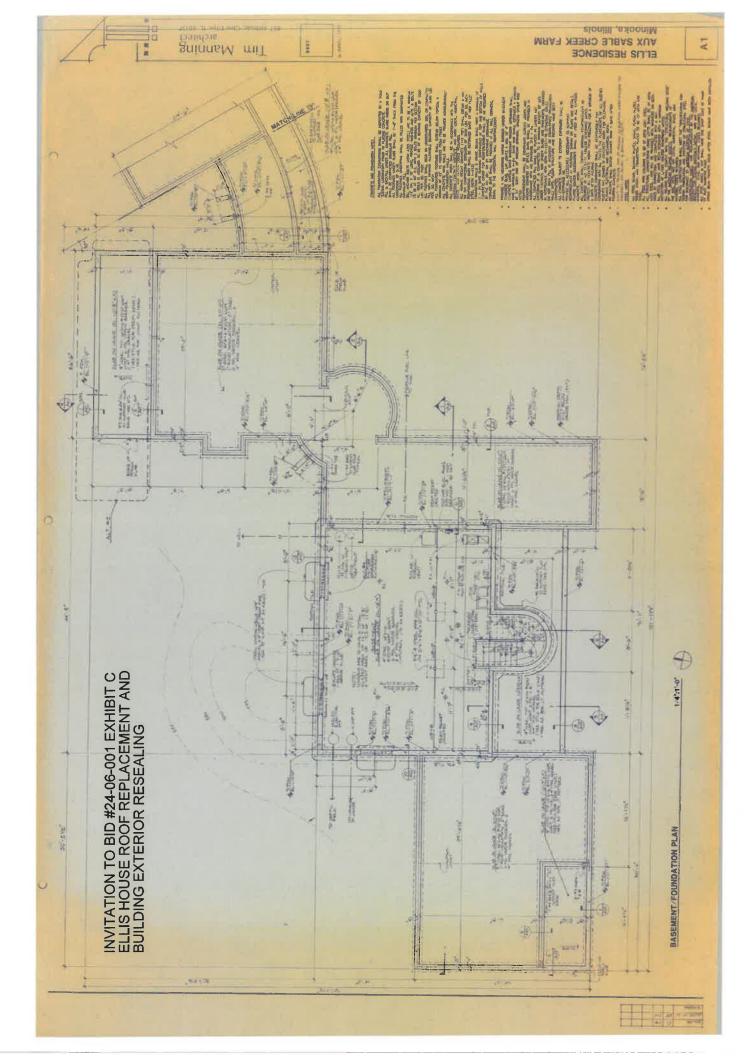


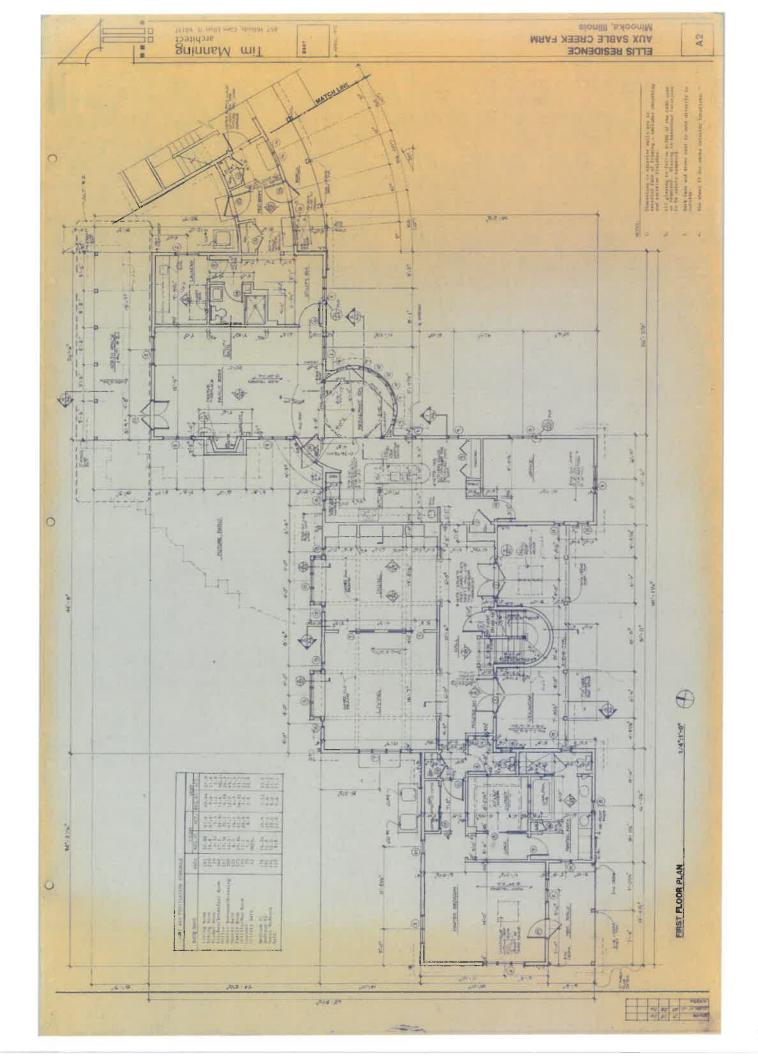


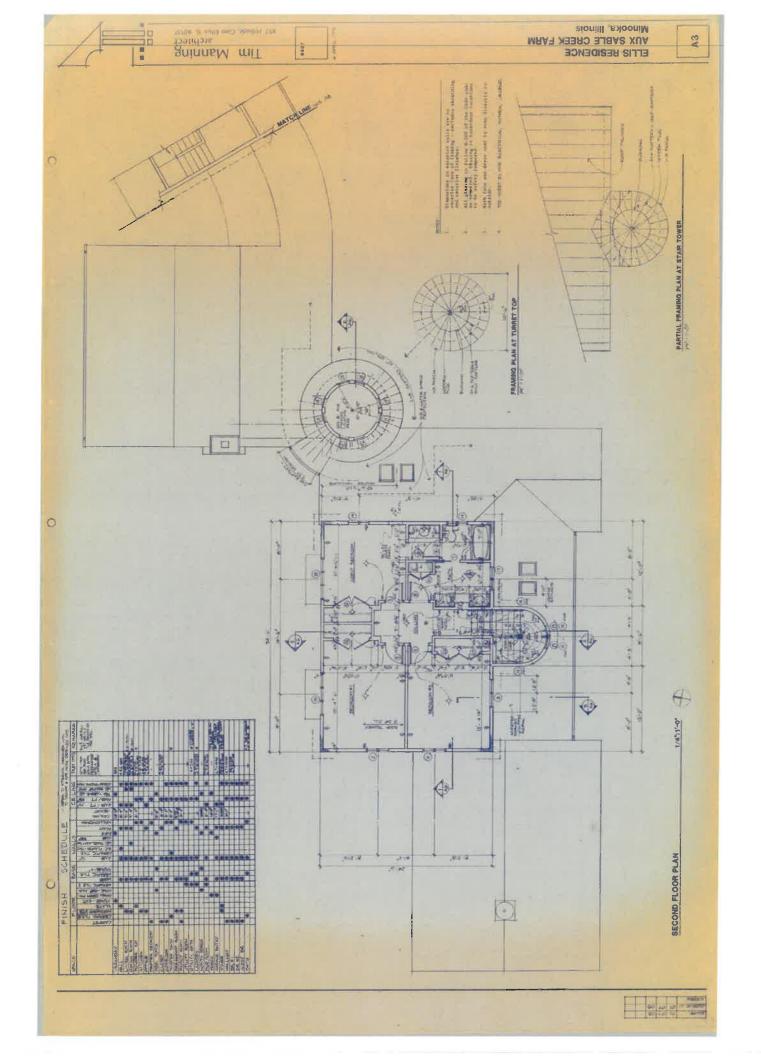


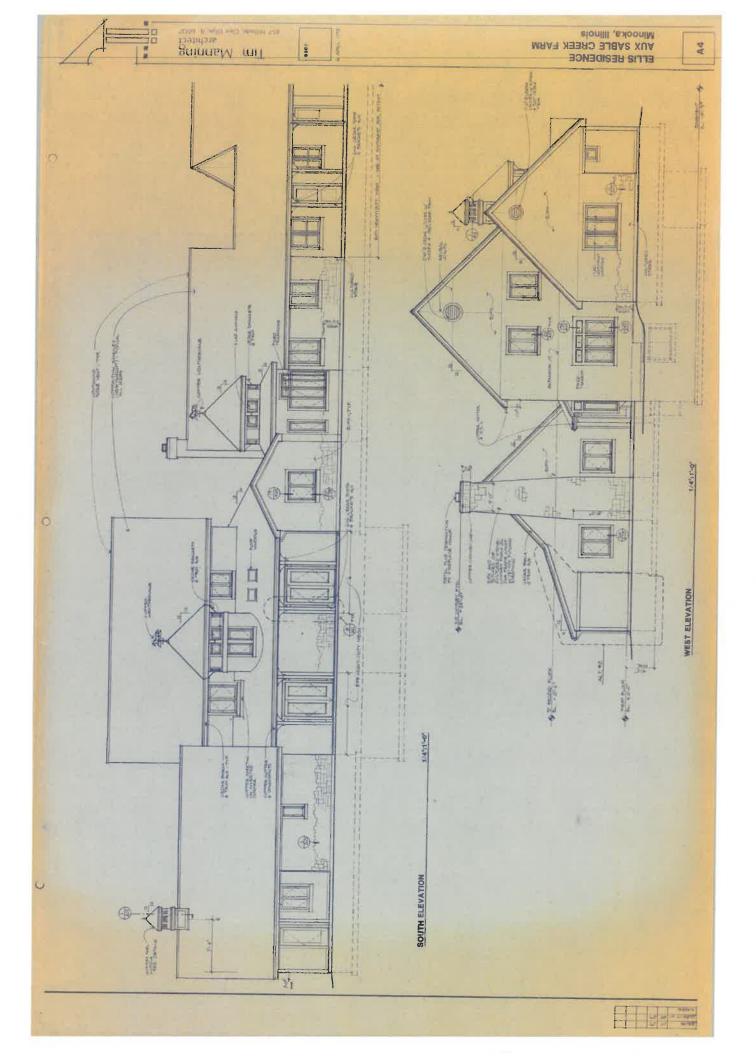


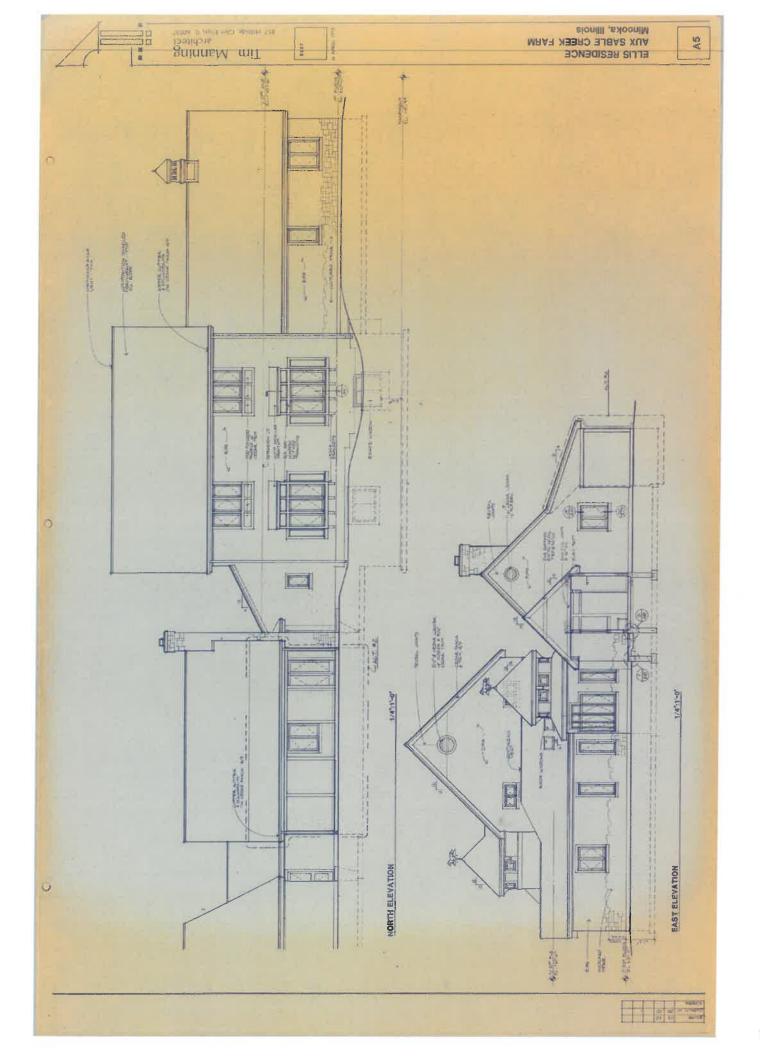


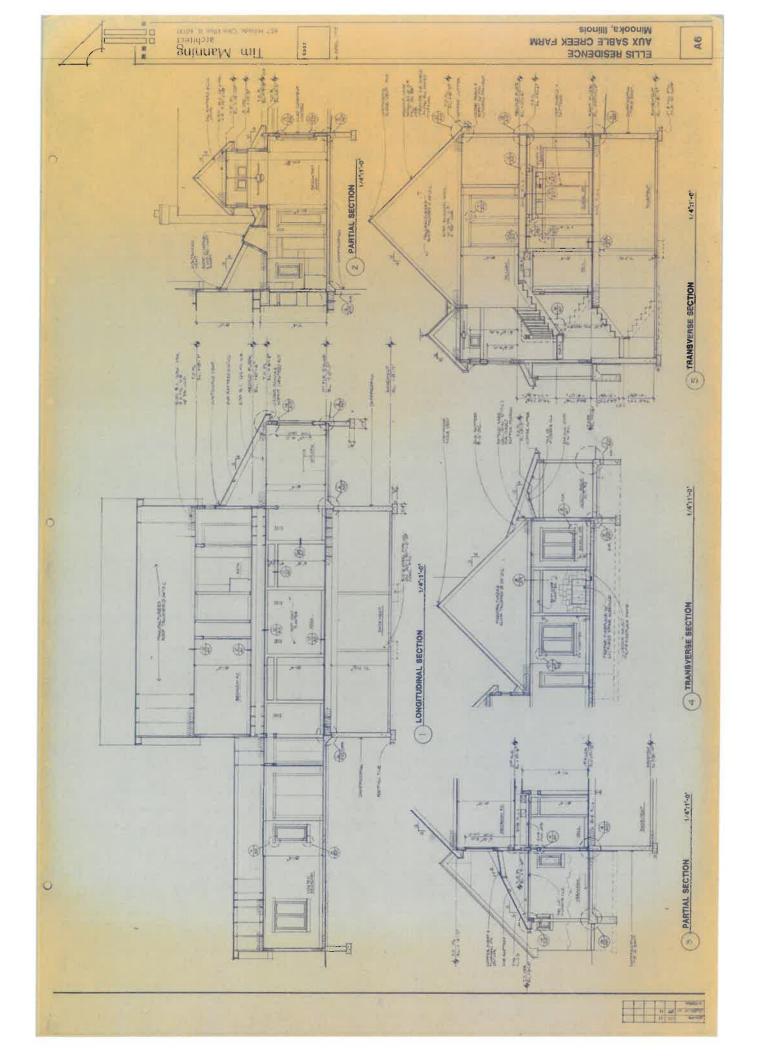


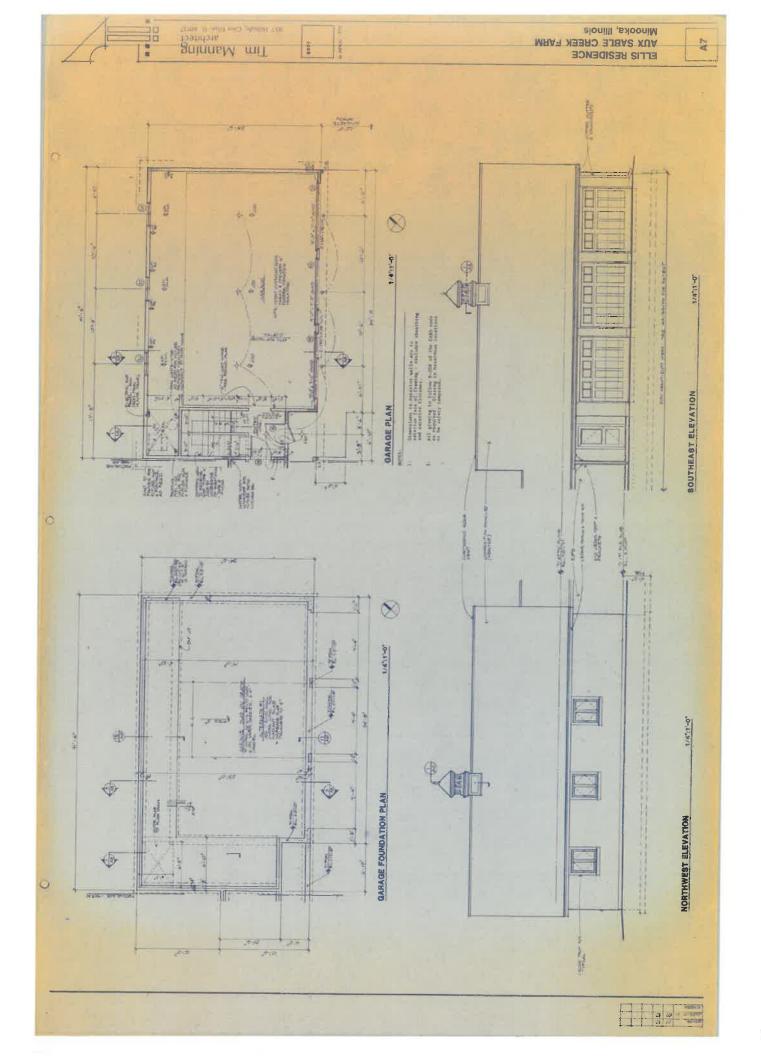


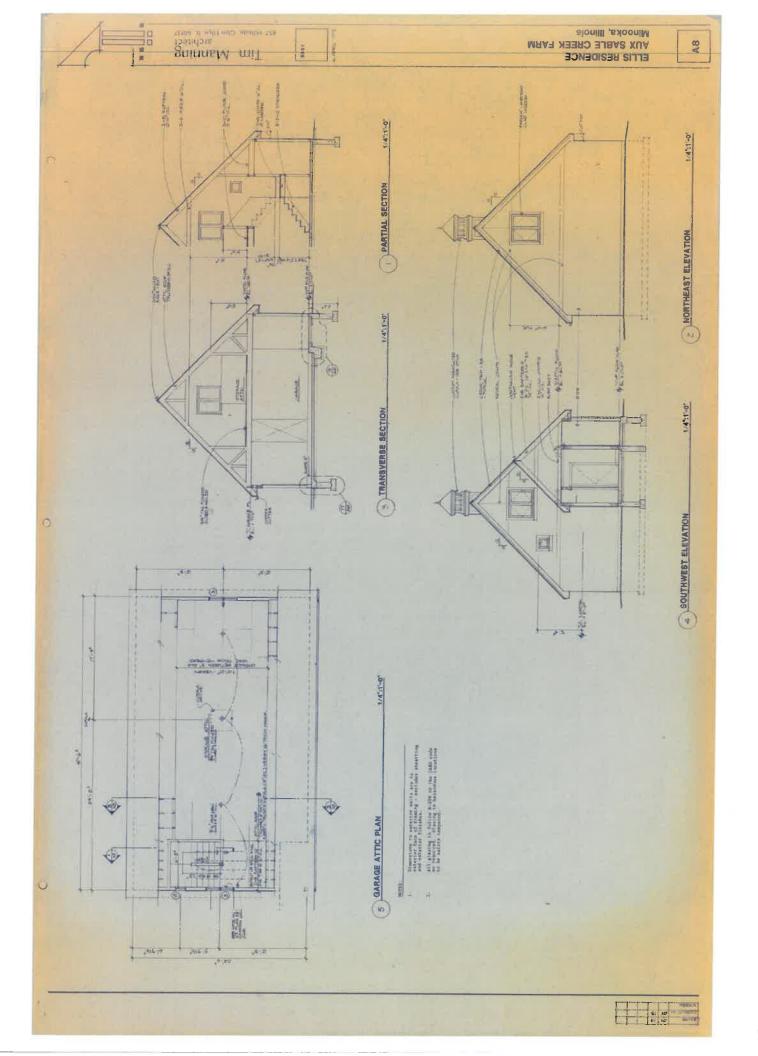


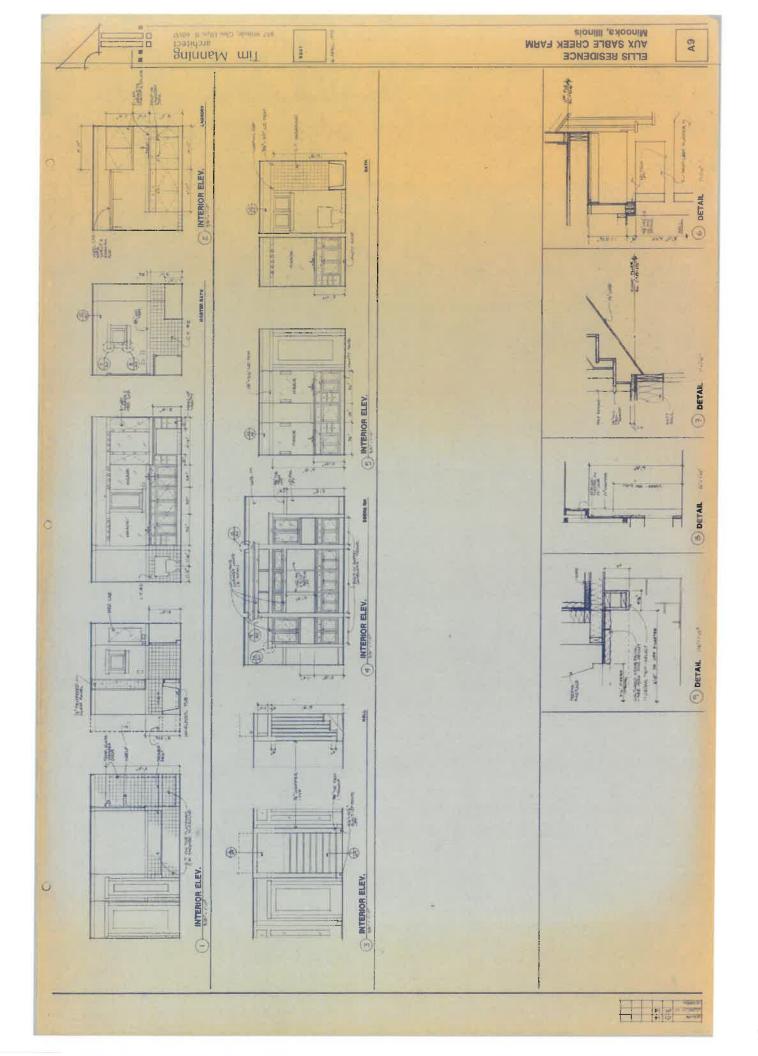


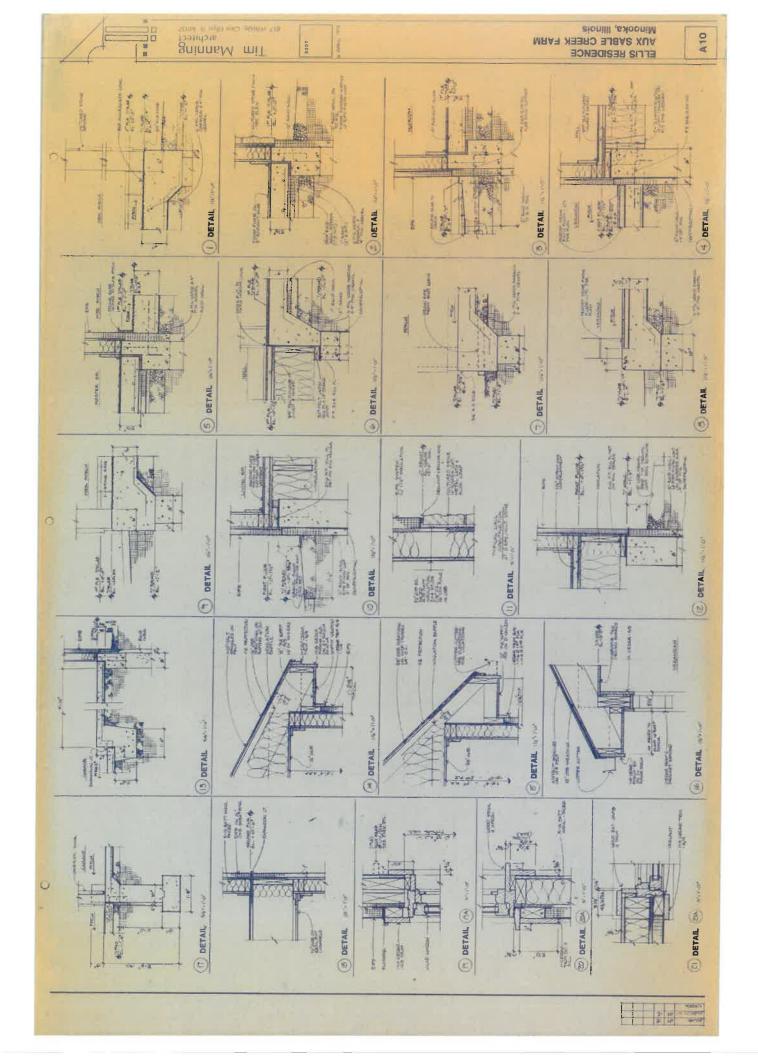


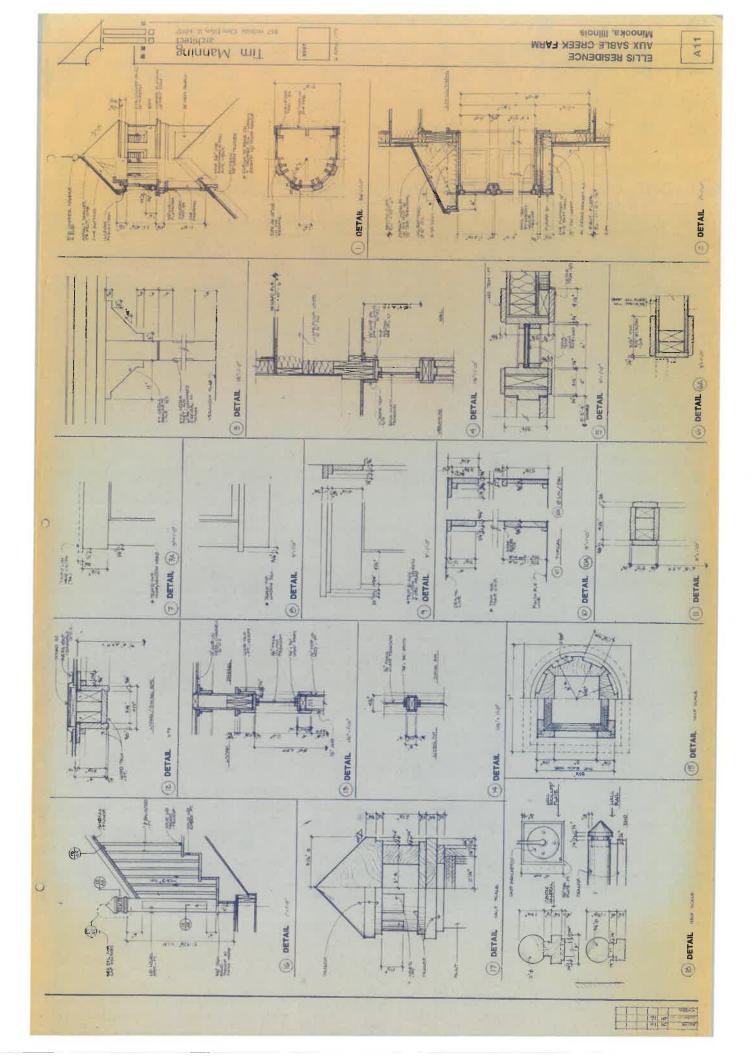


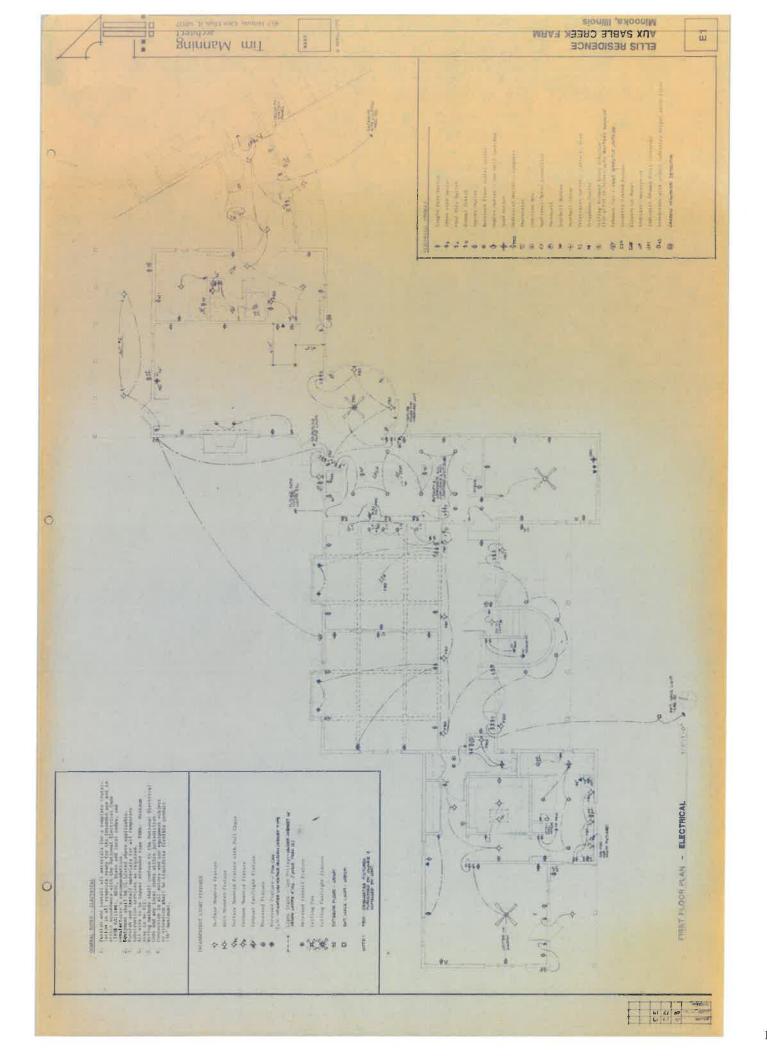


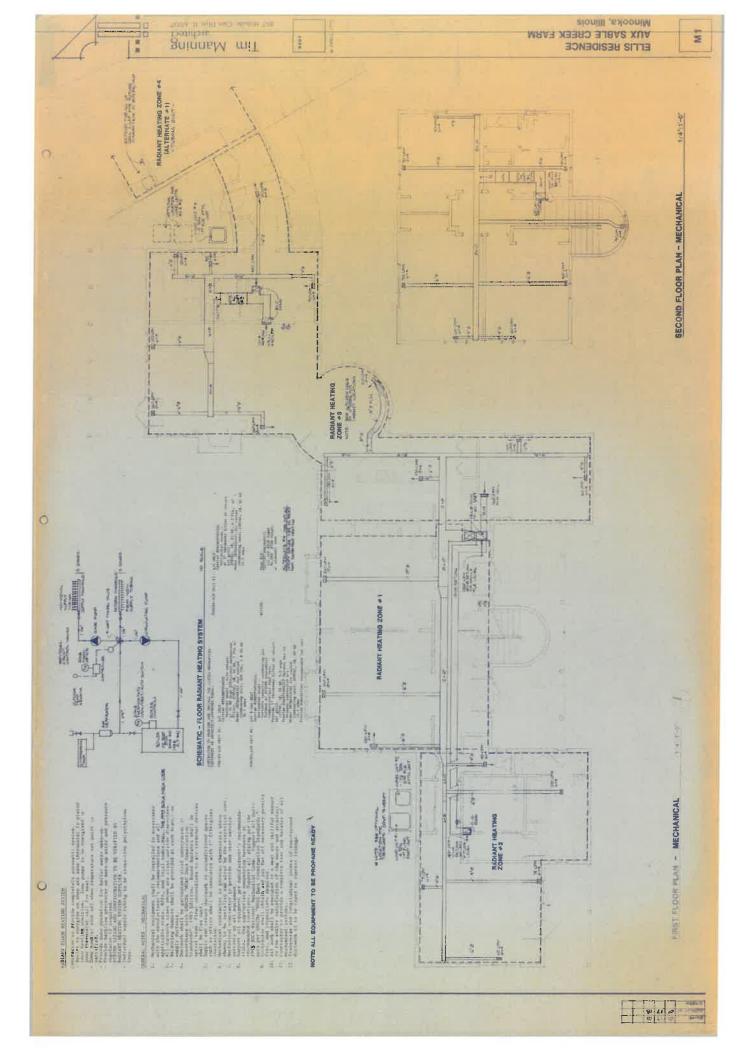


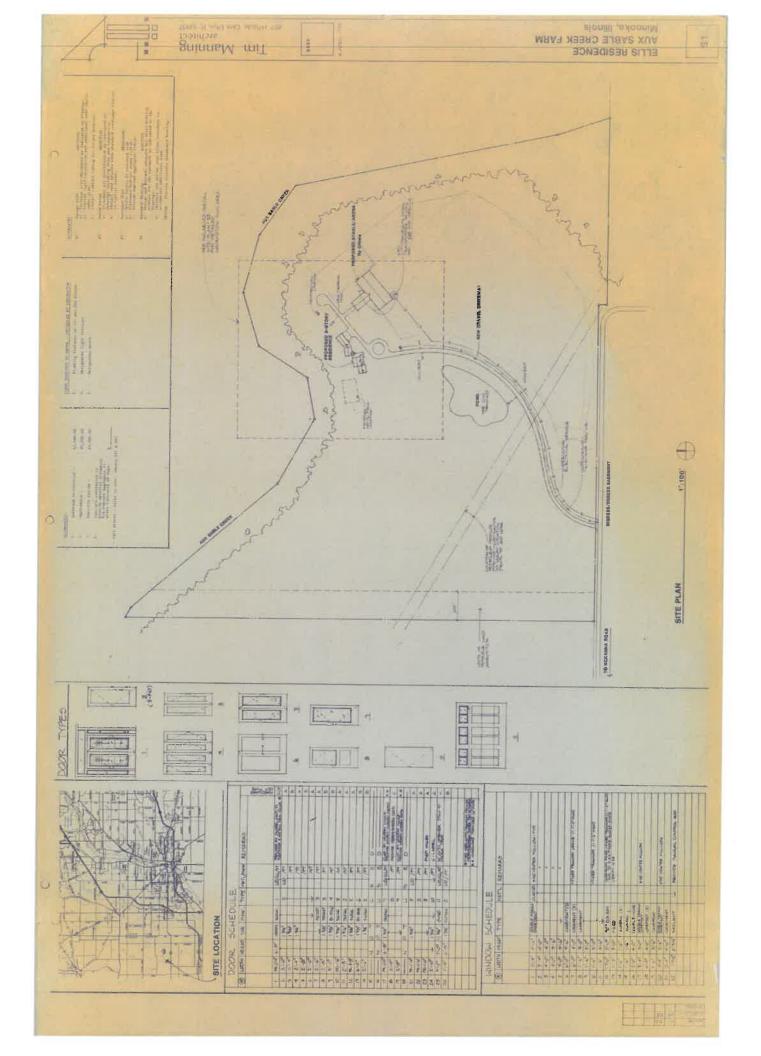


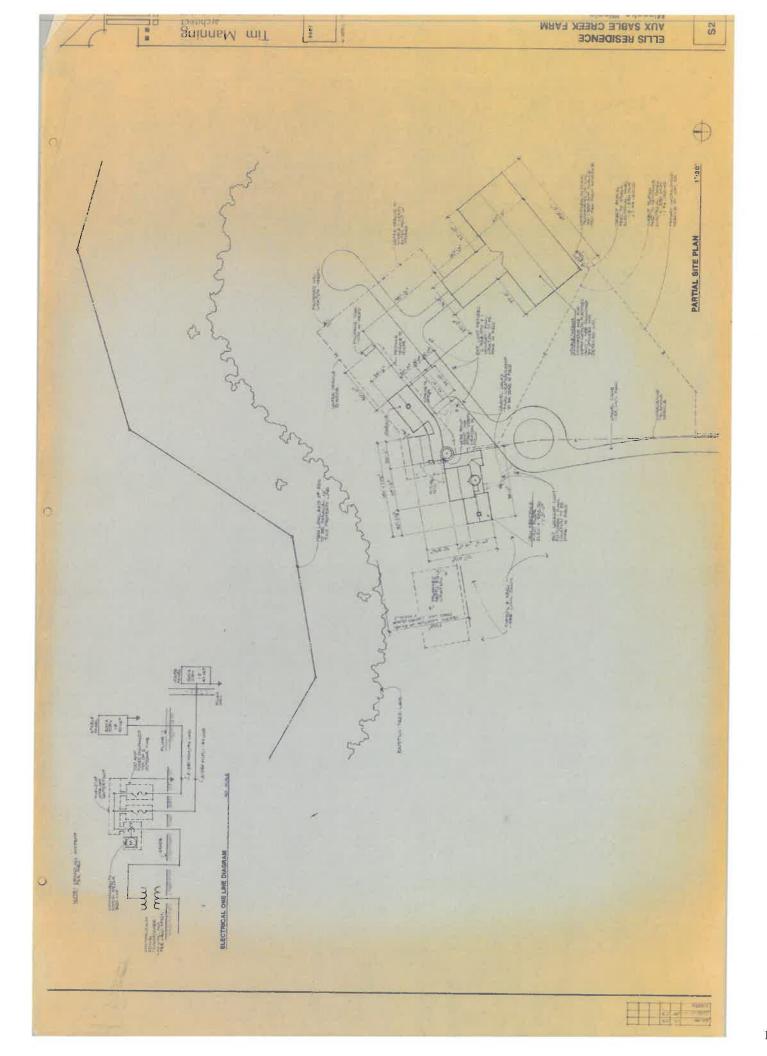


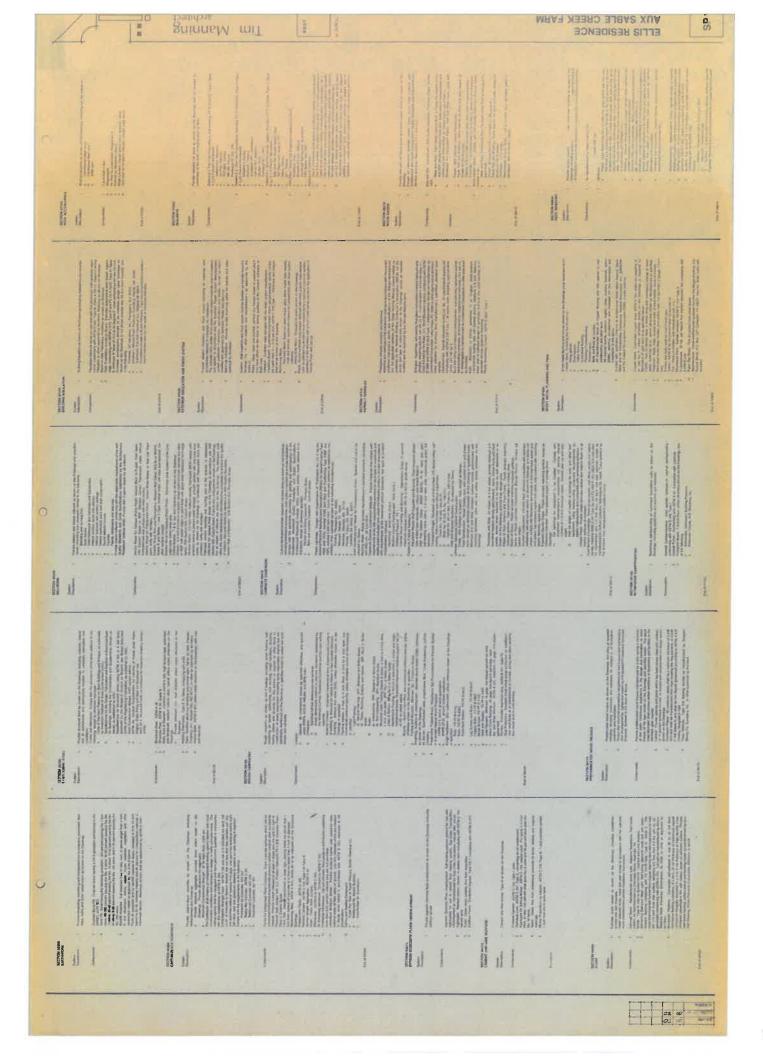


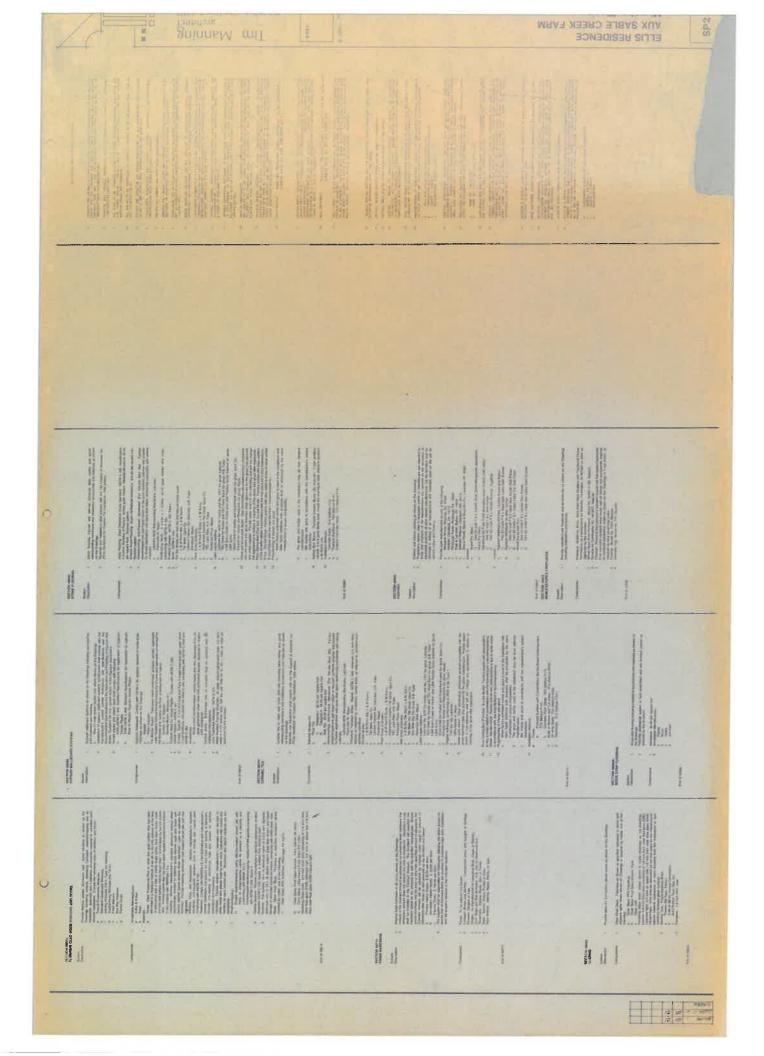












SECTION 7: BID FORMS

ATTACHED AS EXHIBITS D (BID SUBMISSION COVER SHEET) AND E (BID FORM)

EXHIBIT D — BID SUBMISSION COVER SHEET

	-	City, State, Zip:	
Address			
Bid Cla	rification Contact Person:	Telephone:	
Email:			
State of	Incorporation:	Entity Type:	
Federal	Employer Identification Number (FEIN)	-	
Any in	dividual signing below hereby certi	es they are an authorized representative of Bidd	ler and that:
1.	Bidder understands and accepts the re Bidder agrees to be bound by all requ	quirements of this ITB and all Bidding Documents. rements and terms and conditions set forth in the B	By submitting a Bid, idding Documents.
2.	Bidder acknowledges receipt of any	nd all Addenda to this ITB.	
3.	Bidder certifies all contents of the Bid (including any other forms or documentation, if required under the Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.		
4.	abject to acceptance by a majority vote of the Kendall County Forest Preserve District's Board of commissioners, the Bidder acknowledges that by submitting this Bid offer and signing in the space below, the dder is contractually obligated to comply with all items in the Bidding Documents.		
	Authorized Signature	Date	
-	(Printed Name and Title)	Email Address	

EXHIBIT E - Bid Form

BIDDER'S NAME:		, , , , , , , , , , , , , , , , , , ,
KENDALL COUNTY FOREST PRESERVE DISTRICT I	ТВ NUMBER: <u>#24-06-001</u>	
ITB PROJECT NAME: 2024 Roof Replacements and Re-S	ealing Project	
1. <u>COST OF WORK</u> : The undersigned Bidder having fathe cost of the work and its performance and having careful Documents, hereby affirms and agrees to enter into a contraprovide all supervision, labor, material, equipment, and all work covered by all specifications for the entire work:	ly examined and fully underst act with Kendall County Fores	ood the Bidding t Preserve District to
FOR THE LUMP SUM OF De	ollars (\$).	
REMINIDER: BASE BID LUMP SUM INCLUDES COSTS FOOT BY 8-FOOT 5/8" ROOFING DECK BOARDS. A PA TOTAL NUMBER OF DECKING BOARDS ACTUALLY RI THE UNIT COST TOTAL PROVIDED BELOW.	ROJECT CREDIT, OR ADDI:	TION BASED ON THE
[Please include a breakdown of unit and total prices for ite	ms as required below.]	
Unit Costs and Total Prices		
Cost for each 4 foot by 8 foot by 5/8 inch roof decking boar shall include the total labor cost for both removal of an exist	d purchased and installed. P. sting roof deck board, and ins	rice per unit installed tallation of new.
\$ price per unit purchased (supply) + \$ price	ce per unit installed (labor) =	\$ TOTAL
2. <u>COSTS</u> : The undersigned hereby affirms and states the Kendall County Forest Preserve District for all work involvincludes all insurance, royalties, transportation charges, use profits, and all other work, services, and conditions necessary	ed in the respective items and of all tools and equipment, or	that this cost also verhead expense, all

3. **PROFESSIONAL REFERENCES:** The undersigned shall provide at least three (3) professional references that can provide Kendall County Forest Preserve District with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.

be furnished in accordance with the requirements of the Bidding Documents.

- 4. <u>BID BOND</u>: All bidders are required to submit a bid surety with their Bid. The amount of the bid surety shall be ten percent (10%) of the total bid price. The undersigned's bid bond is attached to this Bid Form.
- **5. COMPLIANCE CERTIFICATIONS:** By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:
 - A. COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT: The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the

	Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.			
	(Initials)			
В.	COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT: The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.			
	The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.			
	(Initials)			
C.	CERTIFICATION REGARDING BIDDER ELIGIBILITY: The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statues.			
	(Initials)			
D.	NON-COLLUSION AFFIDAVIT: The undersigned's completed Non-Collusion Affidavit is attached to this Bid Form.			
	Sid Form and all attachments are respectfully submitted this day of, 2024.			
Bidder's Na	me:			
Telephone N	Mumber: Facsimile Number:			
Email Addre	ess: Website:			
Type of Bus	siness Organization: (Check the box that applies)			
• •	Sole Proprietor			
	Corporation			
	LLĊ			
	Partnership			
	Limited Partnership			
	Other:			
Signature of	Authorized Representative:			
Printed Nan	ne: Title:			
Attested by:	Title:			

performance of the work under the contract by complying with the requirements of the Illinois Drug-

NON-COLLUSION AFFIDAVIT

(Complete and Submit with Bid Form)

STATE OF)		
STATE OF		
		, being duly sworn, says that he/she is
(sole owner, member of firm, corporation which has by the enactment of this entered into any verbal and/or wripurpose of fixing bid estimates to be	document affirmed that tten agreement with a	(individual, firm or corporate name) It he/she, in the preparation of the Bid estimates, has not any of the other bidders or their agents for the specific
or employee of the State of Illinois, admission of guilt of such conduc	or any unit of government which is a matter of compted bribery on be	en convicted of bribery or attempting to bribe an officer ment in the State of Illinois, nor has the Bidder made ar record, nor has an official, agent, or employee of the half of the Bidder and pursuant to the direction of
The undersigned Bidder further c conviction for the violation of state		barred from bidding on this contract as a result of a igging or bid-rotating.
	Printed Name:	
	Title:	
	Signature:	
Subscribed and sworn to me this	day of	, 2024.
Notary Public (seal)		

Bidder's Professional References

As part of their Bid package, the Bidder must provide at least three (3) professional/client references for services the Bidder has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:	
Professional Reference Name:	
Contact Person's Name:	
Telephone Number:	Facsimile Number:
Mailing Address:	Email:
Description and date(s) of services:	
Reference #2:	
Professional Reference Name:	
Contact Person's Name:	
Telephone Number:	Facsimile Number:
Mailing Address:	_Email:
Description and date(s) of services:	
Reference #3:	
Professional Reference Name:	
Contact Person's Name:	
Telephone Number:	Facsimile Number:
Mailing Address:	_Email:
Description and date(s) of services:	

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

LEGAL NOTICE

NOTICE TO BIDDERS
KENDALL COUNTY FOREST PRESERVE DISTRICT
Invitation to Bid (ITB) Number: 24-06-002

Sealed proposals for the Hoover Forest Preserve: "2024 Hoover Well Pump Replacement and Installation Project" in Kendall County, Illinois, shall be received at the Forest Preserve offices: 110 W. Madison Street, Yorkville, IL 60560 until 3:00 p.m. local time, June 27TH, 2024, at which time all bids will be publicly opened and read aloud.

Work generally includes removal and disposal of existing, and replacement and installation of a new well pump and necessary accessories at Hoover Forest Preserve - located at 11285 W. Fox Road in Yorkville, Illinois 60560.

Bid documents will be available online beginning May 30TH, 2024 at 11:00 am at the Kendall County website's Vendor Registry https://vrapp.vendorregistry.com/Bids/View/BidsList?Buyerld=9e3f3f6c-420b-4dec-be17-0b5e06278585 and at the Forest Preserve offices and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) 553-4025.

A <u>non-mandatory</u> pre-bid meeting and tour of the Project site will begin promptly at 1:00 pm on June 13, 2024 at the Kendall County Forest Preserve District's main office located in the Kendall County Historic Courthouse at 110 W. Madison Street Yorkville, IL 60560. Prospective Bidders should meet at main office, and will then travel to Hoover Forest Preserve at 11285 W Fox Rd, Yorkville, IL 60560. All Prospective Bidders are requested, but not required to attend.

Specifications require the submittal of a 10% Bid Surety with the proposal. In addition, the successful contractor(s) must be able to provide a satisfactory Performance Bond, Labor and Material Payment Bond (if contract to be awarded will exceed \$50,000.00), and required proof of insurance following the award of a contract.

All contracts for work herein are subject to all District and County rules and regulations, and providing for the payment of Kendall County's prevailing wage rate to all workers involved in these projects.

Bidder understands that the District is utilizing funds received pursuant to the American Rescue Plan Act ("ARPA") to pay, in whole or in part, for the services set forth in this Agreement. Thus, Bidder agrees to comply with all applicable provisions of the ARPA, all guidance on the ARPA including, but not limited to the Interim Final Rule, issued by the U.S.

Department of the Treasury, 2 C.F.R. 200 et seq., and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.

All bids will remain firm for 60 days after the bid opening. The Kendall County Forest Preserve District reserves the right to reject any or all bids, to waive informalities on a bid, and to accept the lowest responsible bid that serves the best interests of the District.

Minority business firms are encouraged to submit bids. Successful contract bidders are also encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

END



Kendall County Forest Preserve District

2024 Hoover Well Pump Replacement and Installation

1. Hoover Forest Preserve - Well Pump Replacement and Installation

Invitation to Bid (ITB) Number: 24-06-002

Thursday, May 30, 2024

Table of Contents

ITB SECTION	PAGE
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SECTION 2: SUBMITTAL OF BIDS	6
SECTION 3: INSTRUCTIONS TO BIDDERS	7
SECTION 4: TERMS AND CONDITIONS	10
SECTION 5: BID FORMS	19

SECTION 1: INTRODUCTION

A. **DEFINITIONS:**

"Addenda" or "Addendum" means written or graphic instruments issued by the Kendall County Forest Preserve District ("District"), which by additions, deletions, clarifications or corrections, modify or interpret the Bidding Documents. All Addenda shall be incorporated herein by reference as part of the ITB.

"Bid" means a complete and properly executed proposal to complete the Project for the sums stipulated therein, submitted in accordance with the Bidding Documents.

"Bidder" means a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

"Bidding Documents" means this ITB, all Addenda, the **project manual and the drawings** of the Project, which shall hereinafter be referred to collectively as "Bidding Documents".

"District" means the Kendall County Forest Preserve District and its elected officials, departments, employees, and agents.

"ITB" means this Invitation to Bid and any documents specifically incorporated by reference or attached hereto.

"Project" means the Scope of Work described in the Bidding Documents.

"Project site" means the location where the Project will be performed, which is the following locations: Hoover Forest Preserve 11285 W. Fox Road, Yorkville IL, 60560

B. SCOPE OF WORK:

The District, seeks a qualified business to provide the following scope of services in accordance with the requirements set forth in this ITB and the Bidding Documents:

- 1. Full replacement and installation of the well pump at Hoover Forest Preserve including, but not limited to the following components:
 - a. Removal and disposal of the existing well pump, drop pipe, pump cable, and accessories.
 - b. Installation of a new 25HP 208VT. 3PH 6" Franklin Sub Motor
 - c. Installation of a new 25HP Grundfos 6" SS 150S250-14 Sub Pump End
 - d. Installation of four hundred and forty-four feet (444-feet) of four inch (4') Galvanized Drop Pipe
 - e. Installation of four hundred and fifty feet (450-feet) of #2/3 W/GD Flat Jacketed Pump Cable
 - f. Installation of additional new and necessary valves, adapters, fittings, and other required materials for completing the replacement
 - g. Reconnection and recalibration of the new well pump with the existing ABB Unit (ACH580 104A/208/3 VFD) currently under warranty with Fluid Technologies, Inc. of Elgin, Illinois.
 - h. Well shocking following successful startup and testing of the new well pump assembly.

The District understands that the well pump replacement will require use of a crane for completing this project. The well pump house has a fitted skylight over the well head that can be removed for the work to be completed.

The successful Bidder will be required to enter into a contract with the Kendall County Forest Preserve District, with all project work completed no later than November 30, 2024. The successful Bidder will be required to

schedule the well replacement and installation with the District in order to avoid conflicts with scheduled programs and events.

Minority business firms are encouraged to submit Bids on the Project, and Bidders are encouraged to utilize minority businesses as subcontractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Bids for the Project.

C. BASIS OF BIDS:

Bids will be a single contract, stipulated sum.

The specifications described herein are what the District has determined are necessary to meet the performance requirements of the District. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, alternate bids must be clearly marked as such and deviations from the specifications must be plainly noted. The bid must be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the District's sole discretion, and it shall be the District's sole decision whether to accept an alternate or not.

Unit prices shall be shown for each item as applicable and for which vendor is offering a bid. The unit price shall include all packing, crating, freight/shipping charges, and cost of unloading supplies at destination unless otherwise expressly stated in the Bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in the extension of price, the unit price shall govern. All prices must be typewritten or written in ink adjacent thereto and initiated in ink by the party signing the Bid.

D. <u>IMPORTANT DATES</u>:

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
May 30, 2024	Bidding Documents available at Kendall County Forest Preserve District
	110 W. Madison Street Yorkville, IL 60560, and on the Kendall County
	website using the following link:
	https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-
	420b-4dec-be17-0b5e06278585
June 13, 2024	Pre-Bid Meeting (Optional) at 1:00 PM at Kendall County Forest
	Preserve District Headquarters 110 W. Madison Street Yorkville, IL
	60560
June 20, 2024	Questions due to Antoinette, Acting Executive Director no later than
	12:00 p.m. (CST)
June 21, 2024	Questions answered via addendum and posted on the County's website
	no later than 4:00 p.m. (CST) and also at Kendall County Forest Preserve
	District 110 W. Madison Street Yorkville, IL 60560
June 27, 2024	Sealed Bids due no later than 3:00 p.m. (CST)
June 27, 2024	Bid opening conducted at 3:00 p.m. (CST) at Kendall County Forest
	Preserve District Headquarters 110 W. Madison Street Yorkville, IL
	60560

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

Bidding Documents available at Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560, and on the Kendall County website using the following link on May 30, 2024: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585

F. PRE-BID MEETING:

A pre-bid meeting and tour of the Project sites will begin promptly at 1:00 pm local time on June 13, 2024 at the Kendall County Forest Preserve District's main office located in the Kendall County Historic Courthouse at 110 W. Madison Street Yorkville, IL 60560. Prospective Bidders should meet at main office, and will then travel to Hoover Forest Preserve to inspect the well pump house at 11285 W Fox Rd, Yorkville, IL 60560. All Prospective Bidders are requested to attend.

G. ADDENDUM:

Any and all changes to the Bidding Documents are valid only if they are included by written addendum to all Bidders. Addenda are written instruments issued by the District prior to the date for receipt of Bids, which modify or interpret the Bidding Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the Bidding Documents. Only David Guritz, Executive Advisor of the Kendall County Forest Preserve District has the authority to issue an addendum for these Bidding Documents.

No interpretation of the meaning of the plans, specifications, or other Bidding Documents will be made orally. All Addenda will be posted at the District's main office located at 110 W. Madison Street Yorkville, IL 60560, and online using the vendor registry portal for the project using the following link: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585

Each Bidder shall confirm prior to submitting a Bid that all Addenda issued by the District have been received and, by submission of a Bid, such act shall be taken to mean that such Bidder has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the Bidding Documents and Addenda. Failure of the Bidder to receive and review any addendum or interpretation issued by the District shall not relieve the Bidder from the obligation under their Bid as submitted. Failure of a Bidder to request an interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Bidder to submit a Bid improperly.

H. QUESTIONS

Should a Bidder require any additional information about this ITB or any other Bidding Documents, such questions should be directed in writing to the District. All questions should be sent to:

Kendall County Forest Preserve District

Attention: Antoinette White, Acting Executive Director

E-mail address: awhite@kendallcountyil.gov

Questions must be received by the District at the above-referenced email address no later than 12:00 p.m. (CST) on June 20, 2024. Questions timely received by the District will be answered at the discretion of the District. Any answers provided by the District will be given by means of an addendum published. All Addenda will be posted at the District's main office located at 110 W. Madison Street Yorkville, IL 60560, and online using the vendor registry portal for the project using the following link and sent to all bidders:

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585

SECTION 2: SUBMITTAL OF BIDS

A. Submittal of Sealed Bid

All Bidders must submit one (1) original and one (1) copy of their Bid in a sealed package plainly marked in the lower left-hand corner "Bid for 2024 Roof Replacements and Re-Sealing Project."

If a Bid is submitted by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Failure to submit a Bid in a properly marked, sealed package may eliminate the Bid from consideration.

The sealed Bid must be addressed and delivered to:

Kendall County Forest Preserve District

SEALED BID: 2024 Hoover Well Pump Replacement and Installation

Attention: Antoinette White, Acting Executive Director Address: 110 W. Madison Street Yorkville, IL 60560

Sealed Bids must be received by the District no later than 3:00 p.m. on June 27, 2024 (hereinafter referred to as the "Due Date"). Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bid. Bids received after the Due Date will not be considered and shall be marked "Late" and returned to the Bidder unopened.

B. Modification or Withdrawal of Bids:

Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by sending written notice to the person designated to receive Bids on behalf of the District. Such notice must be received by the District on or before the date and time set for receipt of Bids. The person receiving Bids shall verify that the replaced/withdrawn Bid is removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

C. Opening of Sealed Bids:

The sealed Bids timely received by the District shall be opened and publicly read on June 27, 2024 at 3:00 p.m. at 110 W. Madison Street, Yorkville, Illinois 60560. Each sealed Bid received by the District shall be analyzed to ensure that all stipulations have been satisfied by the Bidder. The results shall be recorded and forwarded with all Bidding Documents to the appropriate District official. Bidder attendance is NOT required at the opening of sealed Bids.

SECTION 3: INSTRUCTIONS TO BIDDERS

- A. What Information Must Be Included In The Bids: All Bids must comply with the following requirements:
 - 1. The Bidder must complete and include all of the following documents with their Bid:
 - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the ITB as Exhibit A)
 - A 10% Bid Surety bond as required in the Bidding Documents.
 - Completed Bid Forms (the Bid Forms are attached to the ITB as Exhibit B)
 - All other requirements included in the Bidding Documents
 - 2. All sealed Bids must be comprehensive and complete for the services requested in the Bidding Documents. All Bids shall provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of the Bidding Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
 - 3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Bidder shall be specified in the completed Bid Forms. Any reduction or donation provided by a Bidder to the District shall not relieve Bidder of their obligations to comply with existing local, state of federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.). The District shall only consider any reduction or donation in determining the lowest responsible Bidder to the extent that the reduction or donation affects the stipulated sum Bid by a Bidder.
 - 4. The "Terms and Conditions" set forth in the Bidding Documents will apply to the contract between the District and the successful Bidder. By submitting a Bid, a Bidder agrees to the Terms and Conditions. Any Bid that conflicts with the Terms and Conditions may be deemed an unresponsive Bid.
 - 5. All sealed Bids shall be submitted on forms included in these Bidding Documents unless otherwise specified.
 - 6. All information requested on Bid forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.
 - 7. The District will not be responsible for any expenses incurred by the Bidder in preparing and submitting Bids.
 - 8. The Bidder must sign their Bid in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Bidder. The name of each person signing should be typed or printed below the signature.
 - 9. The individual signing the document for the Bidder shall initial all erasures and/or corrections in their sealed Bid.
 - 10. All variations to the stated specifications must be described in detail (free from ambiguity).
 - 11. All Bidders must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Bidders shall be prepared to furnish evidence of the foregoing upon request.

- 12. The Bidder acknowledges that all materials submitted with the Bid become the property of the District and, as such, may be available to the public pursuant to applicable law.
- 13. The Bidder is expected to comply with the true intent of this ITB and the Bidding Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the District. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify the District in writing, and the District will issue written corrections or clarifications. The Bidder is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB and Bidding Documents. Bidders will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Bidder in the process of putting the Bid together.

B. <u>Modification or Interpretation of Bidding Documents:</u>

The Bidder acknowledges that some of the existing conditions shown in the Bidding Documents are presented for information as an approximation and are not a substitute for the Bidder's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Bidder from any of the requirements of the Bidding Documents or any contract entered into by the District and the successful Bidder.

The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the District of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these Bidding Documents.

C. Bid Surety:

All bidders are required to submit a bid surety with their Bid. The amount of the bid surety shall be ten percent (10%) of the total bid price and in the form of a bid bond. The Bidder shall pay all premiums and costs associated with this Bid surety.

D. Award of Bid:

It is the intent of the Kendall County Forest Preserve District to award the Bid to the lowest responsible bidder who has met all specifications, terms, and conditions of this ITB and all other Bidding Documents. The District reserves the right to issue its award on a per item basis or total low bid overall. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the District, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This ITB process is for the District's benefit only, and it is intended to provide the District with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the District's discretion. By submitting a Bid, Bidder acknowledges the District's decision is final, binding, and conclusive upon the Bidder for all purposes.

All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the due date for submission of sealed bids, unless, upon the District's request, the Bidder agrees in writing to an extension.

The failure of a Bidder to promptly supply information requested in the Bidding Documents may result in the Bidder being eliminated from consideration.

The District reserves the right to reject any or all bids, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the Bidding Documents, or to supplement, amend, or otherwise modify the Bidding Documents, without notice. The District may seek additional information or clarification from a bidder at any time and failure to respond promptly may be cause for rejection of the bid.

The District 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. The Bidder's failure to agree to the Terms and Conditions included in the Bidding Documents or to otherwise meet the requirements of the Bidding Documents may result in the disqualification of the Bidder's bid from further consideration as an unresponsive bid.

E. Execution of Contract:

The accepted Bid shall be contracted by the District for the total stipulated sum set forth in the accepted Bid. The District will not be responsible for any additional charges above the accepted Bid unless additional services are negotiated and accepted by the Kendall County Forest Preserve District by written addendum to the original contract.

The contents of the Bid submitted by the successful Bidder and the Bidding Documents (including, but not limited to the Terms and Conditions set forth below in this ITB) will become a part of the contract awarded as a result of the Bid process.

Notwithstanding any delay in the preparation and execution of the contract, 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 the District to proceed, or on date stipulated in such order.

F. Prevailing Wage Notice:

This project calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The 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/subcontractor 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 Illinois Department of Labor's website. The successful Bidder will be required to ensure that all of its contractors and subcontractors rendering services under the contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

SECTION 4: TERMS AND CONDITIONS

The Bidder's failure to agree to the following terms and conditions may result in the disqualification of the Bidder's proposal from further consideration as an unresponsive Bid.

By submitting a Bid, Bidders represent that:

- 1. Bidder has read and understands the Bidding Documents;
- 2. Bidder understands how the Project relates to other renovations being completed by the District at the Project site, which may be concurrently bid, or presently under construction at the Project site;
- 3. The Bid complies with the Bidding Documents;
- 4. Bidder has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Bidder's observations with the requirements of the Bidding Documents and the Bidder's Bid; and
- 5. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents, as may be amended by written addendum, without exception.

By submitting a Bid, Bidders agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between the Kendall County Forest Preserve District and the successful Bidder:

- 1. These Terms and Conditions, along with the ITB, the Bidding Documents, and the Bidder's Bid, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment thereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the ITB, the remaining portions of the Bidding Documents, and the Bidder's Bid.
- 2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the District but no later than November 30, 2024 or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
- 3. Pursuant to, and as set forth in this Agreement, Bidder will provide the District the following services:
 - 1. Full replacement and installation of the well pump at Hoover Forest Preserve including, but not limited to the following components:
 - a. Removal and disposal of the existing well pump, drop pipe, pump cable, and accessories.
 - b. Installation of a new 25HP 208VT. 3PH 6" Franklin Sub Motor
 - c. Installation of a new 25HP Grundfos 6" SS 150S250-14 Sub Pump End
 - d. Installation of four hundred and forty-four feet (444-feet) of four inch (4') Galvanized Drop Pipe
 - e. Installation of four hundred and fifty feet (450-feet) of #3 W/GD Flat Jacketed Pump Cable
 - f. Installation of additional new and necessary valves, adapters, fittings, and other required materials for completing the replacement
 - g. Reconnection and recalibration of the new well pump with the existing ABB Unit (ACH580 104A/208/3 VFD) currently under warranty with Fluid Technologies, Inc. of Elgin, Illinois.
 - h. Well shocking following successful startup and testing of the new well pump assembly.

(Hereinafter referred to collectively as "the Scope of Work" or "the Project").

- 4. As consideration for the services to be performed by Bidder pursuant to the terms and conditions set forth in this Agreement, the District agrees to pay Bidder as follows:
 - 1. 20% of base bid following award of contract
 - 2. 80% of base bid at 100% completion.

The District shall not be responsible for any costs in excess of the payment schedule set forth above unless the District agrees to said increase in writing before such expense is incurred. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

- 5. The District reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Bidder, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both the District and the Bidder. The District will not pay for verbal change orders. Bidder must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the District *before* proceeding with any additional work or any variations in specified materials. Furthermore, Bidder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be rebid in same manner as the original contract. *See* 50 ILCS 525/5. Bidder also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the District. *See* 720 ILCS 5/33E-9.
- 6. Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the District. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder's officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder's officers, employees and/or agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents and agrees the District is not responsible for providing any insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents. Bidder hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the District, its board members, officials, employees, insurers, and agents for any alleged injuries that Bidder, its officers, employees and/or agents may sustain while performing services under the Agreement. Bidder shall exercise general and overall control of its officers and employees.
- 7. For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the District's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Bidder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, 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, Bidder agrees that the individual shall not be assigned to perform work on or at the District's properties and/or facilities absent prior written consent from the District. The District, at any time, for any reason and in the District's sole discretion, may require Bidder, Bidder's contractors, and Bidder's subcontractors to remove any individual from performing any further work under this Agreement. Should the District have a complaint regarding the performance of the services or the behavior of Bidder's officers, employees, contractors, subcontractors, and/or agents performing services

under this Agreement, or should the District request a change in the manner in which services are being performed pursuant to this Agreement, the District shall transmit the same to the Bidder's on-site foreman and/or to any other member of Bidder's management, who shall take immediate action and shall promptly resolve the problem to the District's satisfaction. Bidder's failure to take immediate action and/or to resolve the problem to the District's satisfaction shall be considered a material breach of the Agreement.

- Bidder shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, 8. its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") 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 Bidder of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Bidder in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Bidder's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
- 9. Bidder will obtain and continue in force, during the term of this Agreement, all insurance as set forth below:
 - a. 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 canceled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the District at the address set forth herein.
 - b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
 - i. 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.
 - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
 - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Bidder has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - iv. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if the company provides written verification it has no employees.)

- v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Bidder's profession, with a limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- c. If Bidder maintains broader coverage and/or higher limits than the minimums shown above, the District shall be entitled to the broader coverage and/or the higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. The District 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 Bidder 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 Bidder'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).
- d. For any claims related to this Agreement, the Bidder's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Bidder's insurance and shall not contribute with it.
- e. Bidder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Bidder may acquire against Releasees by virtue of the payment of any loss under such insurance. Bidder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the District. The District may require the Bidder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.
- g. 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 Agreement or the beginning of the contracted 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 Agreement's effective date, the Bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
- h. Bidder shall furnish the District 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 the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- i. Subcontractors: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder shall ensure that the District is an additional insured on insurance required from subcontractors.

- j. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 10. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- 11. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the District, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
- 12. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the District upon written notice delivered to Bidder at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
- 13. Bidder agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- 14. 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 the Bidder and Bidder's contractors and subcontractors to pay their respective laborers, workers and mechanics performing services on this public works project 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 Bidder and Bidder's contractors and subcontractors have 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. The Bidder and all of the Bidder's contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties. Failure to comply with all applicable requirements of the Act will be considered a material breach of this Agreement.

- 15. When applicable, Bidder 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.
- 16. Bidder, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Also, Bidder and Bidder's subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- 17. All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the District. 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.
- 18. Bidder hereby waives any claim of lien against subject premises on behalf of Bidder, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Bidder shall tender to the District a final waiver of lien for all subcontractors and/or suppliers.
- 19. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- 20. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- 21. In the event the District 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 District's obligations under this Agreement during said fiscal period, the District agrees to provide prompt written notice of said occurrence to Bidder. In the event of a default due to non-appropriation of funds, the District has the right to terminate the Agreement upon providing thirty (30) days written notice to Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- 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 the District, to the District's Representative, Antoinette White, Acting Executive Director at awhite@kendallcountyil.gov (630) 553-2296, with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

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- Bidder certifies that Bidder, 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). Bidder further certifies by signing the Agreement, the Bidder, 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. Also, by signing this Agreement, Bidder affirms that Bidder has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Bidder's company been so convicted nor made such an admission.
- 24. Both parties affirm no Kendall County Forest Preserve District officer or elected official has a direct or indirect pecuniary interest in Bidder or this Agreement, or, if any Kendall County Forest Preserve District officer or elected official does have a direct or indirect pecuniary interest in Bidder or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- 25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the Kendall County Forest Preserve District 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, the District is required to use the services of an attorney, then the Kendall County Forest Preserve District shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the District pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- 26. Bidder shall be responsible for the protection of all work including, but not limited to, all work performed by Bidder, Bidder's employees, subcontractors and agents until its completion and final acceptance by the District, and shall at Bidder's own expense replace damaged or lost materials or repair damaged parts of the work, and the Bidder shall be liable therefore. Bidder shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. Bidder may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Bidder shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Bidder or used under Bidder's direction during construction. Bidder shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the District.
- 27. When construction observation tasks or construction subcontracting are part of the service to be performed by the Bidder under this Agreement, the Bidder will include the following clause in any construction-related contract documents and Bidder agrees not to modify or delete it:

<u>Kotecki Waiver</u>: Bidder (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 the Kendall County Forest Preserve District 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 sub contracts entered into in furtherance of the general contract.

- 28. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the District must collect and electronically publish certain data from all vendors and subcontractors doing business with the District. To comply with this statutory obligation, the Bidder agrees to provide the District with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
 - 1. Is the Bidder and/or any of the Bidder's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
 - 2. If the answer to Question (1) is "yes", does the Bidder and/or any of the Bidder's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 - 3. If the Bidder and/or the Bidder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?
- 29. Bidder and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- 30. Should the total cost of the public work to be performed by Bidder pursuant to this Agreement exceed \$50,000.00, Bidder must furnish, supply and deliver a payment bond in the amount of the base bid to the District pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq.
- 31. The District and/or Bidder's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 32. Bidder warrants to the District that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
- 33. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Illinois Workers Act"), Bidder, its consultants, contractors, subcontractors, and agents agree to employ Illinois laborers on this Project in accordance with the Illinois Workers Act. Bidder understands that the Illinois Workers Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Bidder understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
- 34. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the District, are open to public review and may be discussed in open session pursuant to the Illinois Open

Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.

- 35. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 36. The District and the Bidder 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. Furthermore, Bidder hereby affirms that Bidder is legally authorized to transact business in the State of Illinois.
- 37. Bidder agrees to comply with The Davis Bacon Act 40 U.S.C. 3141 et seq. as necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.
- 38. Bidder understands that the District is utilizing funds received pursuant to the American Rescue Plan Act ("ARPA") to pay, in whole or in part, for the services set forth in this Agreement. Thus, Bidder agrees to comply with all applicable provisions of the ARPA, all guidance on the ARPA including, but not limited to the Interim Final Rule, issued by the U.S. Department of the Treasury, 2 C.F.R. 200 et seq., and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.

SECTION 5: BID FORMS

EXHIBIT A — BID SUBMISSION COVER SHEET

dder Name (printed): dress:	
d Clarification Contact Person:lephone: nail: ate of Incorporation:tity Type: deral Employer Identification Number (FEIN): Any individual signing below hereby certifies they are an authorized representative of Bidder and the	
ate of Incorporation:tity Type: deral Employer Identification Number (FEIN): Any individual signing below hereby certifies they are an authorized representative of Bidder and th	
deral Employer Identification Number (FEIN): Any individual signing below hereby certifies they are an authorized representative of Bidder and th	
Any individual signing below hereby certifies they are an authorized representative of Bidder and th	
1 Ridder understands and accents the requirements of this ITB and all Ridding Documents. By subm	hat:
a Bid, Bidder agrees to be bound by all requirements and terms and conditions set forth in the Bid Documents.	
2. Bidder acknowledges receipt of any and all Addenda to this ITB.	
3. Bidder certifies all contents of the Bid (including any other forms or documentation, if required und Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prejindependently from all other Bidders, and without collusion, fraud, or other dishonesty.	
Subject to acceptance by a majority vote of the Kendall County Forest Preserve District's Boa Commissioners, the Bidder acknowledges that by submitting this Bid offer and signing in the space be the Bidder is contractually obligated to comply with all items in the Bidding Documents.	
Authorized Signature Date	
(Printed Name and Title) Finail Address	

EXHIBIT B - Bid Form

BIDDER'S NAME:
KENDALL COUNTY FOREST PRESERVE DISTRICT ITB NUMBER: #24-06-002
ITB PROJECT NAME: 2024 Hoover Well Pump Replacement and Installation Project
1. <u>COST OF WORK</u> : The undersigned Bidder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the Bidding Documents, hereby affirms and agrees to enter into a contract with Kendall County Forest Preserve District to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work
FOR THE LUMP SUM OF Dollars (\$).
[Please include a breakdown of unit and total prices for items as required as an attachment to this Bid Form.]
2. <u>COSTS</u> : The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County Forest Preserve District for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Bidding Documents.
3. PROFESSIONAL REFERENCES: The undersigned shall provide at least three (3) professional references that can provide Kendall County Forest Preserve District with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.
4. <u>BID BOND</u> : All bidders are required to submit a bid surety with their Bid. The amount of the bid surety shall be ten percent (10%) of the total bid price. The undersigned's bid bond is attached to this Bid Form.
5. <u>COMPLIANCE CERTIFICATIONS</u> : By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:
A. COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT: The undersigned having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.
(Initials)
B. COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT: The undersigned does

hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois

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Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

	Act (775 ILCS 5/2-10	further certifies that, pursuant to Section 2-105 05), it has a written equal employment opportunic conditions of the Equal Employment Opportunity	ty policy that is in compliance
	(Initials)		
C.	certify that it has not either Section 33E-3	REGARDING BIDDER ELIGIBILITY: The been barred from bidding on a public contract a (Bid-rigging) or Section 33E-4 (Bid rotating) or 38 of the Illinois Revised Statues.	as a result of a violation of
	(Initials)		
D.	NON-COLLUSION attached to this Bid I	A AFFIDAVIT: The undersigned's completed Form.	Non-Collusion Affidavit is
Bidder's Name	2.	nts are respectfully submitted this day	
Mailing Addre	SS:	Faccimila Number	
Fmail Address	ddress: Number: Facsimile Number: website:		
		eck the box that applies)	
€	Sole Proprietor		
€	Corporation		
€	LLC		
€ €	Partnership Limited Partnership		
€	Other:		
Č	omor.		
Signature of A	uthorized Representativ	re:	
Printed Name:		Title:	
Attested by:		Title:	

NON-COLLUSION AFFIDAVIT (Complete and Submit with Bid Form)

STATE OF)		
COUNTY OF) ss		
·		, being duly sworn, says that he/she is
	document affirmed that tten agreement with a	(individual, firm or corporate name) at he/she, in the preparation of the Bid estimates, has not any of the other bidders or their agents for the specific
or employee of the State of Illinois admission of guilt of such conduc	or any unit of governi t which is a matter of empted bribery on be	en convicted of bribery or attempting to bribe an officer ment in the State of Illinois, nor has the Bidder made an Frecord, nor has an official, agent, or employee of the shalf of the Bidder and pursuant to the direction or
The undersigned Bidder further c conviction for the violation of state		barred from bidding on this contract as a result of a rigging or bid-rotating.
	Printed Name:	
	Title:	
	Signature:	
Subscribed and sworn to me this _	day of	, 2024.
Notary Public (seal)	_	

Bidder's Professional References

As part of their Bid package, the Bidder must provide at least three (3) professional/client references for services the Bidder has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:		
Professional Reference Name:		
Contact Person's Name:		
Telephone Number:		
Mailing Address:	Email:	
Description and date(s) of services:		_
Reference #2:		
Professional Reference Name:		_
Contact Person's Name:		
Telephone Number:	Facsimile Number:	
Mailing Address:	Email:	
Description and date(s) of services:		
Reference #3:		
Professional Reference Name:		_
Contact Person's Name:		_
Telephone Number:		
Mailing Address:	Email:	
Description and date(s) of services:		