

# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
719 South Batavia Avenue  
Geneva, IL 60134  
P: (630) 232-5930  
F: (630) 232-9188  
[clauzen@kanecoboard.org](mailto:clauzen@kanecoboard.org)  
[www.countyofkane.org](http://www.countyofkane.org)

## DOCUMENT VET SHEET

for  
Christopher J. Lauzen  
Chairman, Kane County Board

Name of Document: Contract for Services – Plumbing Repair Services

Bid 05-013 Electrical/Plumbing Services

Submitted by: Chris Rossman – Purchasing Department

*Chris Rossman 3-19-13*

Date Submitted: March 18, 2013

**RECEIVED**

MAR 19 2013

KANE COUNTY BOARD

Examined by:

*Joseph Lulyer*  
\_\_\_\_\_  
(Print name)

*[Signature]*  
\_\_\_\_\_  
(Signature)

*3-25-13*  
\_\_\_\_\_  
(Date)

Post on the Web

YES  NO

Comments: The Department of Facilities, Developments, and Environmental Resources requires this contract for the County's plumbing repairs and maintenance service. Electrical services will be a separate contract. The Kane County Board authorized the Chairman to enter into a two-year contract per Resolution 13-51.

Please notify the Purchasing Office when Offer to Contract is ready to be picked up or requires additional information.

Attachments: Resolution 13-51, Purchasing Synopsis and Offer to Contract

Chairman signed: YES  NO  *3/27/13*  
(Date)

Document returned to: *C. Rossman / Purchasing*  
(Name/Department) *[Signature]*

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 51

**AUTHORIZING APPROVAL OF A CONTRACT FOR PLUMBING SERVICES**

WHEREAS, the Building Management Department requires third party professional plumbing service work to be completed at all County facilities; and

WHEREAS, bids have been solicited and received to complete the required third party plumbing service work; and

WHEREAS, the lowest responsive bidder per the bid specifications was Mechanical Inc. of Freeport, IL at an hourly rate of \$89.95 per hour; and

WHEREAS, adequate funds have been budgeted and are available for these expenditures.

NOW, THEREFORE, BE IT RESOLVED By the Kane County Board that the Chairman of the Board is authorized to enter into a contract with Mechanical, Inc. of Freeport, IL to provide third party professional plumbing service work at an hourly rate of \$89.95 per hour.

| Line Item | Line Item Description | Was personnel/item/service approved in original budget or a subsequent budget revision? | Are funds currently available for this personnel/item/service in the specific line item? | If funds are not currently available in the specified line item, where are the funds available? |
|-----------|-----------------------|---|--|---|
| Varies    | Contractual           | Yes   | Yes  | N/A   |

Passed by the Kane County Board on March 12, 2013.

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John A. Cunningham  
 Clerk, County Board  
 Kane County, Illinois

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Christopher J. Lauzen  
 Chairman, County Board  
 Kane County, Illinois

Vote:  
 Yes \_\_\_\_\_  
 No \_\_\_\_\_  
 Voice \_\_\_\_\_  
 Abstentions \_\_\_\_\_

3Plumbing



# AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 13-51

- Resolution  
 Ordinance

Name AUTHORIZING APPROVAL OF A CONTRACT FOR PLUMBING SERVICES

Presenter/Sponsor: Tim Harbaugh, Executive Director

Budget Information: Was this item budgeted?  Yes  No  N/A

Appropriation Amount: Varies

If not budgeted, explain funding source

**SUMMARY:** Bids were solicited to select a company for plumbing service work (work existing maintenance staff does not have the expertise to complete). The successful bidder was Mechanical, Inc. of Freeport, IL. at an hourly rate of \$89.95 per hour. Mechanical previously held this contract and has done an outstanding job servicing and repairing the County buildings plumbing systems. Term of the contract is two years with two, one year extension options.

Attachments:

Detailed information available from :

Staff Name: Tim Harbaugh, Executive Director

Phone: 630.208.5173

Resolution/Ordinance Tracking:

Assigned Committee: Administration Passed Sent to: Executive on: 02/21/2013

If Other, specify:

Committee Remarks:

Next Committee: Executive Passed Sent to: County Board on: 03/06/2013

If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

Committee Remarks:

County Board Date: 03/12/2013

**County of Kane  
PURCHASING DEPARTMENT  
KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A  
Geneva, Illinois 60134

Telephone: (630) 232-5929  
Fax: (630) 208-5107



01/29/13

**PROCUREMENT SYNOPSIS**

Requesting Department: Building Management  
Procurement Name: 05-013 Electrical/Plumbing Services  
Recommended Vendor: Rehm Electric/Mechanical Inc.

**NOTIFICATION AND RESPONSE**

Public Notices: Kane County Web Site and The Chronicle

|                   |                   |                                 |
|-------------------|-------------------|---------------------------------|
| Advertising Date: | December 29, 2012 | Notices sent/Plan Holders:54/19 |
| Bid Due Date:     | January 28, 2013  | Bids Received: 11               |

**PURPOSE**

The Purchasing Department accepted sealed bids for the County's electrical and plumbing services for the next two years for the County's various building locations. This contract will cover the County's basic electrical and plumbing repair and maintenance needs, it also has emergency repair timeframes built in.

**BID TABULATION**

| Vendor Name                     | Electrical Base Hourly Rate | Plumbing Base Hourly Rate |
|---------------------------------|-----------------------------|---------------------------|
| Rehm Electric Shop, St. Charles | \$75.00                     | No Bid                    |
| Mechanical Inc., Freeport       | No Bid                      | \$89.95                   |
| Cipher Ltd., Aurora             | \$81.00                     | No Bid                    |
| Gatza Electric, Plano           | \$90.00                     | No Bid                    |
| Ron Jones Electric, South Elgin | \$92.00                     | No Bid                    |
| Associated Electric, Woodstock  | \$102.00                    | No Bid                    |
| Frost Electric, Aurora          | \$105.00                    | No Bid                    |
| Frank Marshall Electric, Aurora | \$107.00                    | No Bid                    |
| Mendel Plumbing, St. Charles    | \$125.00                    | \$125.00                  |
| RJ O'Neil, Montgomery           | No Bid                      | \$125.00                  |
| Cannonball Mechanical, Aurora   | No Bid                      | \$130.00                  |

Staff recommends awarding these services to Rehm Electric Shop and Mechanical Inc. pending Building Managements approval.

The recommended vendors are the current contract holders, by bidding, both vendors lowered their contract pricing from the 2009 contracted pricing. Rehm lowered their base rate by 6.5 % and Mech. Inc. lowered theirs by 5%, the County could realize a savings of \$18,000 by comparing the new proposed contract to the actual electrical/plumbing expenditures for FY2012.

Submitted By:  
Jim Hansen  
Assistant Purchasing Director

**KANE COUNTY  
OFFER TO CONTRACT FORM  
For  
05-013 Electrical/Plumbing Services**

**Bid Due Time & Date: 2 p.m., Monday, January 28, 2013**

To: County of Kane (Purchasing Department)  
Kane County Government Center, Bldg. A  
719 S. Batavia Ave.  
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Mechanical, Inc.

- I. The undersigned Contractor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
  - A. The Contractor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
    1. *The Contractor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
  - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Contractor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Statement of Work (pages 1-5) including the following addenda:  
No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, (Contractor to acknowledge addenda here.)
  - B. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

**III. BASE BID**

| Description        | Hour/Pay Type | Estimated Hours | x | Hourly Rate Unit Cost = | Extended Cost    |
|--------------------|---------------|-----------------|---|-------------------------|------------------|
| Helper Rates       | M-F           | 80              |   | 62.00                   | 4960.00          |
|                    | M-F>8         | 40              |   | 93.00                   | 3720.00          |
|                    | OSA           | 20              |   | 93.00                   | 1860.00          |
|                    | OSH           | 10              |   | 124.00                  | 1240.00          |
| <b>Sub-Total</b>   |               |                 |   |                         | <b>11,780.00</b> |
| Handyman Rates     | M-F           | 100             |   |                         | N/A              |
|                    | M-F>8         | 80              |   |                         | N/A              |
|                    | OSA           | 40              |   |                         | N/A              |
|                    | OSH           | 10              |   |                         | N/A              |
| <b>Sub-Total</b>   |               |                 |   |                         | <b>N/A</b>       |
| <b>Electrician</b> |               |                 |   |                         |                  |
| Apprentice Rates   | M-F           | 100             |   |                         | N/A              |
|                    | M-F>8         | 80              |   |                         | N/A              |
|                    | OSA           | 40              |   |                         | N/A              |
|                    | OSH           | 10              |   |                         | N/A              |
| Journeyman Rates   | M-F           | 100             |   |                         | N/A              |
|                    | M-F>8         | 80              |   |                         | N/A              |
|                    | OSA           | 40              |   |                         | N/A              |
|                    | OSH           | 10              |   |                         | N/A              |
| <b>Sub-Total</b>   |               |                 |   |                         | <b>N/A</b>       |
| <b>Plumber</b>     |               |                 |   |                         |                  |
| Apprentice Rates   | M-F           | 100             |   | 62.00                   | 6,200.00         |
|                    | M-F>8         | 80              |   | 93.00                   | 7,440.00         |
|                    | OSA           | 40              |   | 93.00                   | 3,720.00         |
|                    | OSH           | 10              |   | 124.00                  | 1,240.00         |
| Journeyman Rates   | M-F           | 100             |   | 89.95                   | 8,995.00         |
|                    | M-F>8         | 80              |   | 134.93                  | 10,794.00        |
|                    | OSA           | 40              |   | 134.93                  | 5,397.20         |
|                    | OSH           | 10              |   | 179.90                  | 1,799.00         |
| <b>Sub-Total</b>   |               |                 |   |                         | <b>45,585.20</b> |

**Definitions:**

|                                       |   |
|---------------------------------------|---|
| M-F – Regular 40 Hour Work Week       | M-F>8 – Overtime Rate for Normal Work Week      |
| OSA – Overtime Rate for Saturday Work | OSH – Overtime Rate for Sunday and Holiday Work |

**IV. MATERIAL MARK-UP FROM CONTRACTORS COST**

| Estimated Material Cost |   | Material & Equipment Mark-Up Percentage |   | Material plus Mark-Up Total Cost |
|-------------------------|---|---|---|----------------------------------|
| \$10,000.00             | x | 10 %                                    | = | \$ 11,000.00                     |


**V. OPTIONAL INTERGOVERNMENTAL PRICING:**

This OPTIONAL PARTICIPATION PROGRAM would be for used by ANY GOVERNMENTAL AGENCY within Kane County who should chose to be a part of this program wherever their location.

Will you offer the same pricing to other Kane County municipalities?

YES NO (Circle One)

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

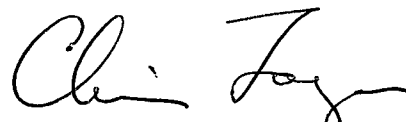
Signature  Typed Signature PAT FOLZ  
Company Mechanical Inc.  
Address 5379 Yellow Creek Rd.  
City/State/Zip Freeport, IL 61032  
Phone # 815-297-6104 Fax # 815-235-1940  
Federal I.D./Social Security # \_\_\_\_\_ Date 1-24-13

**ACCEPTANCE**

The Offer is hereby accepted for the specified services. (PLUMBING).

The Contractor is bound to sell the materials and services listed in the attached contract and based upon the Invitation to Bid, including all terms, conditions, specification, amendments, and the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 05-013. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.

  
Christopher J. Lauzen  
Chairman, County Board  
Kane County, Illinois

3-26-13  
Date



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: AML

DATE (MM/DD/YYYY)

03/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

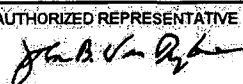
|   |   |   |                |
|---|---|---|----------------|
| <b>PRODUCER</b><br>Cottingham & Butler, Inc.<br>800 Main Street<br>Dubuque, IA 52001<br>John Van Dyke | Phone: 563-587-5000<br>Fax: 563-583-7339        | <b>CONTACT NAME:</b><br>PHONE (A/C No, Ext):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: <b>HELGR01</b> | FAX (A/C, No): |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>            |   | <b>NAIC #:</b> |
| <b>INSURED</b><br>Mechanical Inc.<br>2279 Yellow Creek Road<br>Freeport, IL 61032                     | <b>INSURER A:</b> Travelers Prop & Cas Co of Am |   | <b>25674</b>   |
|   | <b>INSURER B:</b> Navigators Insurance Company  |   | <b>42307</b>   |
|   | <b>INSURER C:</b>                               |   |                |
|   | <b>INSURER D:</b>                               |   |                |
|   | <b>INSURER E:</b>                               |   |                |
|   | <b>INSURER F:</b>                               |   |                |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WYD  | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|---|--|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   | <b>VTJEXGL132J2474</b><br><br><b>INCLUDES SELF INSURED RETENTION (SIR)</b> | 10/01/2012              | 10/01/2013              | EACH OCCURRENCE \$ <b>2,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>200,000</b><br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ <b>2,000,000</b><br>GENERAL AGGREGATE \$ <b>4,000,000</b><br>PRODUCTS - COMP/OP AGG. \$ <b>4,000,000</b><br><b>SIR</b> \$ <b>100,000</b> |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS<br><b>DEDUCTIBLE</b>  |   | <b>VTC2JCAP132J2486</b><br><br><b>\$100,000</b>                            | 10/01/2012              | 10/01/2013              | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><b>DEDUCTIBLE:</b><br><input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>  |   | <b>CH12UMB172871IV</b>   | 10/01/2012              | 10/01/2013              | EACH OCCURRENCE \$ <b>5,000,000</b><br>AGGREGATE \$ <b>5,000,000</b><br>\$<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | <b>VTWXJUB1C030050 -ILLIN</b><br><b>***\$350,000 SIR***</b>                | 10/01/2012              | 10/01/2013              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>  |
| A        | <b>WORK COMP - ALL OTHER STATES</b>  |   | <b>VTJUB1C99742A</b>   | 10/01/2012              | 10/01/2013              | <b>EL LIMITS:</b> <b>1,000,000</b>   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE: General Repair - County's plumbing and HVAC services**  
 The certificate holder is additional insured on the General Liability and Auto Liability policies subject to all terms and conditions of the policies forms. Umbrella follows form.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br><b>COKAIL1</b><br><br>County of Kane<br>719 S Batavia Ave<br>Geneva, IL 60134-3077 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|



## INSTRUCTIONS TO BIDDERS

### COUNTY OF KANE COMPETITIVE SELECTION PROCEDURE - BID TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

The equal employment opportunity clause required by the Illinois Fair Employment Practices Commission is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all bidders, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

23. **PREVAILING WAGE RATES**

**WHEREAS**, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

**PREVAILING WAGE ACT AMENDMENT:** HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage ranges are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contact within the purview of this resolution or of the Illinois Prevailing Wage Act shall provide that any contractor will employ apprentices who are properly indentured into a **Joint Apprenticeship Training Program** which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training. Failure to comply with the request for information or documentation will be construed as a material breach of the contract enabling the County to terminate the contract, seek forfeiture of any performance bond, and proceed with any other remedy against the contractor at law or inequity.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

|                                   |             |
|-----------------------------------|-------------|
| General Aggregate                 | \$2,000,000 |
| Products and Completed Operations | \$2,000,000 |
| Personal and Advertising Injury   | \$1,000,000 |
| Each Occurrence                   | \$1,000,000 |
| Or - Combined Single Limit        | \$1,000,000 |

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

|                                     |             |
|-------------------------------------|-------------|
| Each Person for Bodily Injury       | \$1,000,000 |
| Each Occurrence for Bodily Injury   | \$1,000,000 |
| Each Occurrence for Property Damage | \$1,000,000 |
| Or - Combined Single Limit          | \$1,000,000 |

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- e) Umbrella Liability:

|                  |             |
|------------------|-------------|
| Aggregate Limits | \$5,000,000 |
|------------------|-------------|

***Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.***

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. **CONTRACTOR DISCLOSURE**

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
  - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
  - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
  - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

**ILLINOIS DEPARTMENT OF LABOR  
 Division of Conciliation & Mediation  
 PREVAILING WAGES FOR KANE COUNTY  
 EFFECTIVE 01/01/13**

These prevailing wages shall be included in the contracts and their advertised specifications to which any public body, as defined in section 2 of the Prevailing Wage Act (Il. Rev. Stat. 1987, Ch. 48, par. 39s-1), is a party, for the construction, reconstruction, maintenance and/or repair of public buildings or public works within the State of Illinois which requires or involves the employment of laborers, workers, and mechanics, and owner/operators. Minimum wages, overtime rate and fringe benefits certified herein shall be paid. This scale of prevailing wages to be paid shall be posted by the contractor in a prominent an easily accessible place at the site of work.

**Kane County Prevailing Wage for January 2013**

(See explanation of column headings at bottom of wages)

| Trade Name           | RG | TYP | C | Base   | FRMAN  | M-F>8 | OSA | OSH | H/W   | Pensn | Vac   | Trng  |
|----------------------|----|-----|---|--------|--------|-------|-----|-----|-------|-------|-------|-------|
| ASBESTOS ABT-GEN     |    | ALL |   | 36.200 | 36.700 | 1.5   | 1.5 | 2.0 | 12.78 | 9.020 | 0.000 | 0.500 |
| ASBESTOS ABT-MEC     |    | BLD |   | 34.160 | 36.660 | 1.5   | 1.5 | 2.0 | 10.82 | 10.66 | 0.000 | 0.720 |
| BOILERMAKER          |    | BLD |   | 43.450 | 47.360 | 2.0   | 2.0 | 2.0 | 6.970 | 14.66 | 0.000 | 0.350 |
| BRICK MASON          |    | BLD |   | 40.680 | 44.750 | 1.5   | 1.5 | 2.0 | 9.550 | 12.00 | 0.000 | 0.970 |
| CARPENTER            |    | ALL |   | 41.520 | 43.520 | 1.5   | 1.5 | 2.0 | 13.19 | 11.76 | 0.000 | 0.530 |
| CEMENT MASON         |    | ALL |   | 41.550 | 43.550 | 2.0   | 1.5 | 2.0 | 9.500 | 13.76 | 0.000 | 0.500 |
| CERAMIC TILE FNSHER  |    | BLD |   | 34.440 | 0.000  | 2.0   | 1.5 | 2.0 | 9.700 | 6.930 | 0.000 | 0.610 |
| COMMUNICATION TECH   | N  | BLD |   | 35.770 | 37.870 | 1.5   | 1.5 | 2.0 | 12.07 | 9.370 | 0.000 | 0.450 |
| COMMUNICATION TECH   | S  | BLD |   | 36.390 | 38.490 | 1.5   | 1.5 | 2.0 | 10.02 | 10.19 | 0.000 | 1.090 |
| ELECTRIC PWR EQMT OP |    | ALL |   | 35.400 | 48.110 | 1.5   | 1.5 | 2.0 | 5.000 | 10.97 | 0.000 | 0.270 |
| ELECTRIC PWR GRNDMAN |    | ALL |   | 27.380 | 48.110 | 1.5   | 1.5 | 2.0 | 5.000 | 8.490 | 0.000 | 0.210 |
| ELECTRIC PWR LINEMAN |    | ALL |   | 42.390 | 48.110 | 1.5   | 1.5 | 2.0 | 5.000 | 13.14 | 0.000 | 0.320 |
| ELECTRIC PWR TRK DRV |    | ALL |   | 28.350 | 48.110 | 1.5   | 1.5 | 2.0 | 5.000 | 8.790 | 0.000 | 0.220 |
| ELECTRICIAN          | N  | ALL |   | 43.080 | 47.380 | 1.5   | 1.5 | 2.0 | 12.06 | 11.41 | 0.000 | 0.540 |
| ELECTRICIAN          | S  | BLD |   | 43.560 | 47.920 | 1.5   | 1.5 | 2.0 | 10.02 | 12.20 | 0.000 | 1.310 |
| ELEVATOR CONSTRUCTOR |    | BLD |   | 48.560 | 54.630 | 2.0   | 2.0 | 2.0 | 11.03 | 11.96 | 2.910 | 0.000 |
| FENCE ERECTOR        |    | ALL |   | 44.950 | 47.200 | 2.0   | 2.0 | 2.0 | 8.890 | 17.69 | 0.000 | 0.400 |
| GLAZIER              |    | BLD |   | 39.500 | 41.000 | 1.5   | 2.0 | 2.0 | 11.99 | 14.30 | 0.000 | 0.840 |
| HT/FROST INSULATOR   |    | BLD |   | 45.550 | 48.050 | 1.5   | 1.5 | 2.0 | 10.82 | 11.86 | 0.000 | 0.720 |
| IRON WORKER          |    | ALL |   | 44.950 | 47.200 | 2.0   | 2.0 | 2.0 | 8.890 | 17.69 | 0.000 | 0.400 |
| LABORER              |    | ALL |   | 36.200 | 36.950 | 1.5   | 1.5 | 2.0 | 12.52 | 9.280 | 0.000 | 0.500 |
| LATHER               |    | ALL |   | 41.520 | 43.520 | 1.5   | 1.5 | 2.0 | 13.19 | 11.76 | 0.000 | 0.530 |
| MACHINIST            |    | BLD |   | 43.550 | 46.050 | 1.5   | 1.5 | 2.0 | 6.130 | 8.950 | 1.850 | 0.000 |
| MARBLE FINISHERS     |    | ALL |   | 29.700 | 0.000  | 1.5   | 1.5 | 2.0 | 9.550 | 11.75 | 0.000 | 0.620 |
| MARBLE MASON         |    | BLD |   | 39.880 | 43.870 | 1.5   | 1.5 | 2.0 | 9.550 | 11.75 | 0.000 | 0.730 |
| MATERIAL TESTER I    |    | ALL |   | 26.200 | 0.000  | 1.5   | 1.5 | 2.0 | 12.52 | 9.280 | 0.000 | 0.500 |
| MATERIALS TESTER II  |    | ALL |   | 31.200 | 0.000  | 1.5   | 1.5 | 2.0 | 12.52 | 9.280 | 0.000 | 0.500 |
| MILLWRIGHT           |    | ALL |   | 41.520 | 43.520 | 1.5   | 1.5 | 2.0 | 13.19 | 11.76 | 0.000 | 0.530 |
| OPERATING ENGINEER   |    | BLD | 1 | 45.100 | 49.100 | 2.0   | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | BLD | 2 | 43.800 | 49.100 | 2.0   | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | BLD | 3 | 41.250 | 49.100 | 2.0   | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | BLD | 4 | 39.500 | 49.100 | 2.0   | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | BLD | 5 | 48.850 | 49.100 | 2.0   | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | BLD | 6 | 46.100 | 49.100 | 2.0   | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | BLD | 7 | 48.100 | 49.100 | 2.0   | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | HWY | 1 | 43.300 | 47.300 | 1.5   | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | HWY | 2 | 42.750 | 47.300 | 1.5   | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | HWY | 3 | 40.700 | 47.300 | 1.5   | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | HWY | 4 | 39.300 | 47.300 | 1.5   | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | HWY | 5 | 38.100 | 47.300 | 1.5   | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | HWY | 6 | 46.300 | 47.300 | 1.5   | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER   |    | HWY | 7 | 44.300 | 47.300 | 1.5   | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |



|                      |       |        |        |     |     |     |       |       |       |       |
|----------------------|-------|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| ORNAMNTL IRON WORKER | ALL   | 44.950 | 47.200 | 2.0 | 2.0 | 2.0 | 8.890 | 17.69 | 0.000 | 0.400 |
| PAINTER              | ALL   | 40.880 | 42.880 | 1.5 | 1.5 | 1.5 | 9.650 | 8.200 | 0.000 | 1.250 |
| PAINTER SIGNS        | BLD   | 33.920 | 38.090 | 1.5 | 1.5 | 1.5 | 2.600 | 2.710 | 0.000 | 0.000 |
| PILEDRIIVER          | ALL   | 41.520 | 43.520 | 1.5 | 1.5 | 2.0 | 13.19 | 11.76 | 0.000 | 0.530 |
| PIPEFITTER           | BLD   | 41.200 | 43.200 | 1.5 | 1.5 | 2.0 | 10.75 | 15.34 | 0.000 | 1.710 |
| PLASTERER            | BLD   | 40.250 | 42.670 | 1.5 | 1.5 | 2.0 | 10.85 | 10.94 | 0.000 | 0.550 |
| PLUMBER              | BLD   | 41.200 | 43.200 | 1.5 | 1.5 | 2.0 | 10.75 | 15.34 | 0.000 | 1.710 |
| ROOFER               | BLD   | 38.350 | 41.350 | 1.5 | 1.5 | 2.0 | 8.080 | 8.220 | 0.000 | 0.430 |
| SHEETMETAL WORKER    | BLD   | 42.160 | 44.160 | 1.5 | 1.5 | 2.0 | 9.890 | 11.61 | 0.000 | 0.780 |
| SIGN HANGER          | BLD   | 26.070 | 27.570 | 1.5 | 1.5 | 2.0 | 3.800 | 3.550 | 0.000 | 0.000 |
| SPRINKLER FITTER     | BLD   | 49.200 | 51.200 | 1.5 | 1.5 | 2.0 | 10.25 | 8.200 | 0.000 | 0.450 |
| STEEL ERECTOR        | ALL   | 44.950 | 47.200 | 2.0 | 2.0 | 2.0 | 8.890 | 17.69 | 0.000 | 0.400 |
| STONE MASON          | BLD   | 40.680 | 44.750 | 1.5 | 1.5 | 2.0 | 9.550 | 12.00 | 0.000 | 0.970 |
| TERRAZZO FINISHER    | BLD   | 35.510 | 0.000  | 1.5 | 1.5 | 2.0 | 9.700 | 9.320 | 0.000 | 0.400 |
| TERRAZZO MASON       | BLD   | 39.370 | 42.370 | 1.5 | 1.5 | 2.0 | 9.700 | 10.66 | 0.000 | 0.550 |
| TILE MASON           | BLD   | 41.430 | 45.430 | 2.0 | 1.5 | 2.0 | 9.700 | 8.640 | 0.000 | 0.710 |
| TRAFFIC SAFETY WRKR  | HWY   | 28.250 | 29.850 | 1.5 | 1.5 | 2.0 | 4.896 | 4.175 | 0.000 | 0.000 |
| TRUCK DRIVER         | ALL 1 | 32.550 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.150 |
| TRUCK DRIVER         | ALL 2 | 32.700 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.150 |
| TRUCK DRIVER         | ALL 3 | 32.900 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.150 |
| TRUCK DRIVER         | ALL 4 | 33.100 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.150 |
| TUCKPOINTER          | BED   | 40.950 | 41.950 | 1.5 | 1.5 | 2.0 | 8.180 | 10.82 | 0.000 | 0.940 |

**In all agreements or contracts for public works with the County of Kane, the individual contractors shall assume the risk of any change in the prevailing rate of wages promulgated by the Illinois Department of Labor.**

#### **PREVAILING WAGE ACT AMENDMENT:**

HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

## **STATEMENT OF WORK**

### **For**

## **Electrical/Plumbing Services**

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### **I. OVERVIEW**

The County of Kane is seeking to retain the services of a qualified electrician and plumber to provide light to heavy electrical and plumbing services at various Kane County Government locations.

The work performed under this contract will be on an as-needed basis. Successful contractor(s) will enter into a two (2) year service contract providing general electrical and or plumbing services for various Kane County Government locations. Total hours and schedules of work shall be determined by Kane County Building Department.

### **II. INTENT OF SPECIFICATIONS:**

The contract(s) desired by Kane County are for a full service electrical and plumbing services as covered by these Specifications. The bid will establish hourly rates, and material mark-up percentages.

### **III. SCOPE OF WORK**

#### **A. Handyman**

Contractor shall be fully licensed electrician and or plumber and be able to provide and perform essential daily electrical and plumbing repairs and maintenance.

#### **B. Electrician**

Contractor shall be a full service licensed electrician capable of maintenance, repair, remodeling, and emergency service.

#### **C. Plumber**

Contractor shall be a full service licensed plumber capable of repairs, remodeling, emergency service; and fire protection (sprinklers) service, distribution, and construction.

#### **D. General**

Contracted electricians and plumbers shall minimally meet or exceed following requirements.

1. Possess valid State license, certificate or identification card meeting government regulation.
2. A journeyman electrician or plumber shall have at least three years experience for their required services, both troubleshooting and repairs.
3. Ability to comprehend technical instructions, understand basic typical electrical/plumbing operations, provide technical knowledge, and problem solving.
4. Ability to perform required services with minimum supervision.
5. Understand safety guidelines, policies, recognized safety hazards and take precautionary actions to ensure the safety of the public, building occupants and co-workers.
6. No sub-contractors shall be used without prior consent of the County's Building Management Department.

7. Ability to perform basic repairs, replacement, and installations of general fixtures.
8. Ability to read blueprints, diagrams, schematics, building plans, charts, and instruction materials.
9. Have proper tools and equipment for any required services.
10. Able to respond to emergency service requests within one (1) hour and be available 24 hours a day, 7 days a week for emergency services.
11. Nonemergency calls shall be responded to within one (1) working day.
12. The Contractor shall understand and conform to all local, county and state building, electrical and or plumbing codes.
13. Able to work from ladders, scaffolds, as job requires.
14. Able to communicate with County's building engineer and the public.
15. Provide and perform essential repairs in a safely manner.
16. The Contractor shall be responsible for providing the proper number of licensed electricians and or plumbers to complete any and all projects in a timely manner.
17. Contractor will be responsible for field verification and documentation of actual conditions.
18. The successful Contractor shall submit a written quotation with a "Not to Exceed" price for all projects as each project arises. The quotation will be based on the proposal prices submitted in the Offer to Contract Form. The County reserves the right to bid individual projects as it may deem in its best interest.
19. The Contractor will be required, when making routine and/or call out service visits, to have the service man/crew check in upon arrival with the appropriate Kane County building engineer or designee before proceeding with work. Upon completion of work, the service visit ticket must be presented and signed by the appropriate Kane County building engineer or designee.
20. The Contractor will assign to this contract, a Superintendent and a Field Foremen together with their work, pager/cellular and after hours (home) telephone numbers.
21. All work areas will be kept in an orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away daily by the contractor.
22. If requested by the County, the Contractor will provide Material Waivers for each project.
23. Kane County reserves the right to provide any materials that best serve the County.
24. The Contractor or their agent shall obtain any and all permits and fees, which may be required by law or ordinance prior to commencing removal or demolition or other work.

#### **IV. SECURITY**

A portion of the work will be performed within secured areas.

1. The Contractor, if requested shall submit to a Criminal History and Background Check for all their employees and subcontractor employees who may be working at the job-site for security reasons.
2. The Contractor will provide the County with a complete list of all persons employed that might work at the specified secure buildings. Only those persons will be allowed to work within secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

3. The County may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this bid.
4. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without a County escort. Work within these areas may be restricted to spaces that need to be observed by the County's escort.
5. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. The Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

#### **V. POSSIBLE SERVICE LOCATIONS**

|                      |  |
|----------------------|--|
| <u>Location - 1</u>  | KANE COUNTY JUDICIAL CENTER<br>37W777 Route 38, St. Charles, IL 60175                          |
| <u>Location - 2</u>  | KANE COUNTY GOVERNMENT CENTER<br>719 Batavia Ave., Geneva, IL 60134                            |
| <u>Location - 3</u>  | KANE COUNTY SHERIFF'S FLEET MAINTENACE FACILITY<br>777 Fabyan Pkwy, Geneva, IL 60134           |
| <u>Location - 4</u>  | KANE COUNTY SHERIFF'S OFFICE & JAIL<br>37W755 IL Rt. 38, St. Charles, IL 60175                 |
| <u>Location - 5</u>  | KANE COUNTY THIRD STREET COURTHOUSE COMPLEX<br>100 S. 3rd, Geneva, IL 60134                    |
| <u>Location - 6</u>  | KANE COUNTY JUVENILE JUSTICE CENTER<br>37W655 Rt. 38, St. Charles, IL 60175                    |
| <u>Location - 7</u>  | KANE COUNTY HEALTH DEPARTMENT<br>1240 N. Highland Ave., Aurora, IL 60506                       |
| <u>Location - 8</u>  | KANE COUNTY CHILD ADVOCACY CENTER<br>427 West Campbell St., Geneva, IL 60134                   |
| <u>Location - 9</u>  | KANE COUNTY REGIONAL SCHOOL OFFICE<br>210 S. Sixth St., Geneva, IL 60134                       |
| <u>Location - 10</u> | KANE COUNTY ANIMAL CONTROL FACILITY<br>4060 Keslinger Rd., Geneva, IL 60134                    |
| <u>Location - 11</u> | KANE COUNTY COURT SERVICES<br>1330 N. Highland Ave., Aurora, IL 60506                          |
| <u>Location - 12</u> | KANE COUNTY HEALTH DEPARTMENT<br>1750 Grandstand Pl., Elgin, IL 60123                          |
| <u>Location - 13</u> | KANE COUNTY NORTH CAMPUS<br>540 S. Randall Rd., St. Charles, IL 60174                          |
| <u>Location - 14</u> | KANE COUNTY DIVISION OF TRANSPORTATION COMPLEX<br>41W011 Burlington Rd., St. Charles, IL 60175 |

## **VI. ASBESTOS**

Various Kane County Buildings have been found to contain asbestos in one or more building materials. A list of Kane County Buildings that contain asbestos is available upon request. Upon award the Contractor shall be required to fill out and sign the County's "Outside Service Company Representative Notice".

## **VII. WARRANTY AND GUARANTEE**

The Vendor shall guarantee the parts furnished during this Contract are of new manufactured or remanufactured in allowed categories and are free from defects in material and workmanship. Any item found deficient or imperfect will be replaced by the Contractor without charge to the County or at the County's option the Contractor shall refund monies paid for the returned part or relinquish the right to receive any monies payable to them. The Contractor shall warrant parts for a minimum of one year from the actual date of installation. Should the manufacturer's warranty period exceed the County's required warranty, the manufacturer's warranty shall prevail.

The Contractor shall provide a one year warranty for all workmanship. This warranty applies to the labor component only and includes welding and the application of materials utilized in making repairs.

## **VIII. BID RESPONSE**

Hourly Rates entered on the Offer to Contract Form must include all overhead and profit. Additional charges for basic tools, equipment, shop supplies and trip charges or vehicle charges will not be allowed.

The quantities listed on the Offer to Contract Form are for informational and bidding purposes only; the County does not and will not guarantee repair quantities.

The Holidays referenced on the Offer to Contract Form recognized by the County for this contract are: New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day.

## **IX. AWARD**

It is the intention of Kane County to make a single award to the most responsive and responsible bidder providing the lowest pricing. Kane County reserves the right to make multiple awards if it is in the best interest of the County to do so.

Copies of all Illinois State licenses for each of the Contractor's electricians/plumbers who may be performing work under this contract must be submitted to the County upon award.

## **X. CONTRACT TERM**

The initial term of this contract will begin upon date of award, the contracted pricing shall remain firm for the term of the contract. This will be a two (2) year contract with a mutual option to extend for two (2) additional single year contracts.

## **XI. INVOICES**

Invoices are to list contract number, labor in hours, manufacturer's list price and discounted price on all repair materials. Invoices that do not include this information may be returned.

## **XII. FORCE MAJEURE**

Neither the Contractor nor the County shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of God, war or insurrection, strikes or lockouts by the parties own employees, walkouts by the parties own employees, fires, natural calamities, riots or demands or requirements of governmental agencies.

## **XIII. OPTIONAL INTERGOVERNMENTAL PRICING**

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should chose to be a part of this program wherever their location.

**NOTE:** The County of Kane will not be involved in purchasing by any other intergovernmental unit (taxing body). The invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

## **XIV. SPECIAL CONDITIONS**

### Response Instructions

An original bid response, marked as "original", one paper copy and one CD copy shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**05-013 Electrical/Plumbing Services.**" Your bid may be mailed or hand delivered as follows:

**County of Kane  
Purchasing Department, Building A  
719 South Batavia Ave., Geneva, IL 60134**