



COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Kendall County Office Building, 111 W. Fox Street
County Board Rm 209 & 210, Yorkville, IL 60560
Thursday March 16, 2023 at 4:00pm
MEETING AGENDA

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call:** Matt Kellogg (Chairman), Scott Gengler (Vice-Chair), Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley, Seth Wormley
3. ***MOTION (VV) Approval of Agenda**
4. ***MOTION (VV) Approval of Minutes from February 16, 2023**
5. ***MOTION (RC) Approval of Claims**
6. **New Committee Business**
 - A. ***MOTION (Forward to CB):** Agreement to accept Compensatory Time Off in Lieu of Overtime Pay (for Non-Exempt, Non-Union Employee) (pg 5)
 - B. ***MOTION (Forward to CB):** Approval of Economic Development Coordinator Job Description (pg 7)
 - C. ***DISCUSSION:** Economic Development Coordinator Position
 - D. ***MOTION (Forward to CB):** Approval of an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with the City of Yorkville for the amount of \$500,000 (pg 13)
 - E. ***MOTION (Forward to CB):** Agreement between Kendall County and Garland for the Courthouse Roof Project (pg 25)
7. **Old Committee Business**
8. **Department Head and Elected Official Reports**
9. **Public Comment**
10. **Questions from the Media**
11. **Chairman's Report**
12. **Review Board Action Items**
13. **Executive Session- Review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes by the Section 2.06. 5ILCS 120-2/21**
14. **Adjournment**

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time



**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, February 16, 2023, at 4:00 PM
Meeting Minutes**

Call to Order and Pledge of Allegiance - The meeting was called to order at 4:02 p.m. by County Board Chair Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

Roll Call

Board Member	Status	Arrived	Left Meeting
Matt Kellogg	present		
Scott Gengler	present		
Zach Bachmann	present		
Brian DeBolt	present		
Elizabeth Flowers	absent		
Dan Koukol	present		
Jason Peterson	present		
Ruben Rodriguez	present		
Brooke Shanley		4:15 p.m.	
Seth Wormley	Present		

With eight (8) members present a quorum was established.

Staff Present: Attorney James Webb, Scott Koepfel, Latreese Caldwell, Jennifer Breault, Andy Nicoletti

Others Present: Nate Kloster; Voluntary Action Center CFO, Val Nickerson, Ethan Kruger; WSPY News, Executive Director CASA Amy McNamara

Approval of Agenda – Motion made by Member DeBolt, second by Member Rodriguez. **With eight members present voting aye, the motion carried by a vote of 8 - 0.**

Approval of January 12, 2023 & January 26, 2023 Meeting Minutes – Motion made by Member Bachmann, second by Member Wormley. **With eight members present voting aye, the motion carried by a vote of 8 - 0.**

Approval of Claims – Motion made by Member DeBolt, second by Member Rodriguez to forward claims to the next County Board meeting.

ROLL CALL

Matt Kellogg	Yes
Scott Gengler	Yes
Zach Bachmann	Yes
Brian DeBolt	Yes
Elizabeth Flowers	absent
Dan Koukol	Yes
Jason Peterson	Yes
Ruben Rodriguez	Yes
Brooke Shanley	absent
Seth Wormley	yes

With eight members present voting aye, the motion carried by a vote of 8- 0.

New Committee Business -

A. *Special Presentation - Voluntary Action Center – Nate Kloster CEO of the Voluntary Action Center gave a presentation on the Voluntary Action Center and the Kendall Area Transit services. A copy of the presentation was included in the packet (pages 7-12). He spoke about their downstate operating grant, and local match calculations and municipal contributions to VAC. The program has funding capacity to meet demand, but the current program funding is constrained by current municipal funding. He explained the need for transportation services in Kendall County is great, and with continued growth of the county the need will only increase. They are currently turning away 163 rides per month due to limited capacity. He explained that the current fleet of buses are getting older, and most costs are associated with maintenance, labor, and fuel costs. He outlined the current funding model and answered questions regarding their efforts to tap into Medicare claims, private and corporate sources, and possible advertising on the buses.

B. *Presentation - Chief County Assessment Official Andy Nicoletti presented to the board members a slide presentation on the Illinois property tax system and the assessment appeal process. Mr. Nicoletti answered questions from the board members. A written report was provided in the packet.

C. *Discussion - FY23-24 ARPA- Drainage District – Scott Koeppel stated the State’s Attorney is working on the grant agreement for ARPA funds in the amount of \$500,000 with the money will go to Yorkville, and Yorkville will work with the Drainage District. The drainage district will clean up the ditches to avoid flooding, cleanup will be in Yorkville unincorporated and incorporated areas where the creek runs. The Drainage District has no professional staff and is all voluntary, so obtaining federal grants are hard for them to acquire. The Drainage District works to improve the waterways for proper drainage to minimize flooding in the County.

D. Approval of agreement for disbursement and use of Kendall County’s American Rescue Plan Act Funds with CASA Kendall County for the amount of \$25,000 – Board member Scott Gengler recused himself from any voting on this matter as a conflict of interest. Executive Director for CASA Amy McNamara presented an overview of what the money will be used for to the board. The ARPA money will be used to fund the Guardian ad Litem (GAL) position, which a local attorney had agreed to the amount previously. Ms. McNamara answered questions

regarding the program and the GAL position. A board member noted that the attorney is generously giving away many hours of his time to the organization.

Member Peterson made a motion to forward to County Board, second by Member Bachmann.

With eight (8) members present voting aye, the motion carried by a vote of 8- 0.

Board member Scott Gengler did not vote on this agenda item.

E. Approval of agreement for disbursement and use of Kendall County’s American Rescue Plan Act Funds with Kendall County Forest Preserve District for the amount of \$100,000 –

Jennifer Karales said the ARPA money will be used for the Pickerill House for maintenance of patios.

Member Shanley made a motion to forward to County Board, second by Member DeBolt. **With**

nine (9) members present voting aye, the motion carried by a vote of 9- 0.

F. Authorize Kendall County Administrator to coordinate with GRNE Solar and allow an education field trip at the Kendall County Solar Field –

Scott Koeppel explained that he was approached by GRNE Solar for permission to take students on their leased solar fields for a field trip. They also requested a classroom; Scott indicated that space will be provided at the Health Department. Participants will be required to sign waivers and Facilities Director Dan Polvere will be accompanying the group on the designated day.

Member Peterson made a motion to approve authorization of Scott Koeppel to coordinate with GRNE Solar, second by Member Shanley. **With nine (9) members present voting aye, the**

motion carried by a vote of 9- 0.

Old Committee Business- None

Department Head and Elected Officials Reports – None

Public Comment – None

Questions from the Media – None

Chairman’s Report – None

Review Board Action Items –

- Approval of Claims
- Approval of agreement for disbursement and use of Kendall County’s American Rescue Plan Act Funds with CASA Kendall County for \$25,000.
- Approval of agreement for disbursement and use of Kendall County’s American Rescue Plan Act Funds with Kendall County Forest Preserve District for \$100,000.

Executive Session – None

Adjournment – Member Gengler made a motion to adjourn the meeting, second by Member Peterson. **With Nine (9) members present voting aye, the meeting adjourned at 5:18 p.m.**

Respectfully Submitted,

Sally A. Seeger
Administrative Assistant



Kendall County Agenda Briefing

Committee: Human Resources & Insurance Committee, forwarded to Committee of the Whole

Meeting Date: March 6, 2023

Amount: N/A

Budget: N/A

Issue: Agreement to Accept Compensatory Time Off in Lieu of Overtime Pay (for Non-Exempt, Non-Union Employee)

Background and Discussion:

Pursuant to applicable wage and hour laws and pursuant to the County's Compensatory Time Policy, "To be eligible for compensatory time, there must be a written agreement signed by the employee electing to receive compensatory time in lieu of overtime pay for the additional hours to be worked. This written agreement must be signed by the employee and the employee's immediate supervisor or Executive before the employee works the overtime hours. An employee shall not be required to elect compensatory time in lieu of overtime pay. If a non-exempt employee works in excess of their regularly scheduled work hours but not more than 40 hours in the workweek, the employee would receive straight time pay at their regular rate of pay (and not compensatory time) for the additional hours worked."

In order to comply with the above, the Human Resources Department prepared the attached Compensatory Time Agreement for the County Board's review and approval.

Committee Action:

On March 6, 2023, the Human Resources & Insurance Committee voted to forward this item to the Committee of the Whole for further discussion.

Staff Recommendation:

To comply with the County's Compensatory Time Policy and applicable law, the County must have a Compensatory Time Off Agreement before any compensatory time may be earned by staff.

Prepared by: Leslie Johnson

Department: Human Resource Director

Date: March 7, 2023

**AGREEMENT TO ACCEPT COMPENSATORY TIME OFF
IN LIEU OF OVERTIME PAY
(FOR NON-EXEMPT, NON-UNION EMPLOYEE)**

In accordance with the provisions of the Fair Labor Standards Act and the Illinois Minimum Wage Law, non-exempt employees are allowed, with the approval of their department head/elected official, to accrue compensatory time off of work instead of receiving payment for overtime hours worked.

By signing my name below, I voluntarily agree to accept compensatory time off in lieu of overtime pay for overtime hours worked during _____. I understand that I will accrue compensatory time at the rate of one and one-half hours for each overtime hour worked during a workweek. I understand that this compensatory time will not be counted as time worked for purposes of computing overtime or additional compensatory time.

I further understand that any and all compensatory time that I accrue shall be subject to the terms of the Compensatory Time Policy set forth in Section 7.5 of Kendall County's Employee Handbook.

I understand that if I would resign or be terminated from my position, transfer from a department or be promoted into an exempt position, the department in which the overtime was incurred is responsible for arranging for me to use or be paid the balance of my accrued compensatory time at my final hourly rate of pay prior to termination or a change in position.

I understand that I have the right to revoke this Agreement at any time by providing written notice to my department head/elected official.

EMPLOYEE

PRINTED NAME _____ SIGNATURE _____

DEPARTMENT _____ DATE _____

DEPARTMENT HEAD/ELECTED OFFICIAL APPROVAL

PRINTED NAME _____ SIGNATURE _____

DEPARTMENT _____ DATE _____

For Administrative Use Only:

Date Received by Human Resources Department: _____

Date Received by Payroll: _____



Kendall County Agenda Briefing

Committee: Human Resources & Insurance Committee, forwarded to Committee of the Whole 2

Meeting Date: March 6, 2023

Amount: N/A

Budget: N/A

Issue: Economic Development Coordinator Job Description

Background and Discussion:

The attached is a draft job description for a new Economic Development Coordinator position. This position would report to the Deputy County Administrator and would be assigned to work in Administrative Services.

Committee Action:

On March 6, 2023, the Human Resources & Insurance Committee voted to forward this action item to the Committee of the Whole for further discussion.

Staff Recommendation:

N/A

Prepared by: Leslie Johnson

Department: Human Resource Director

Date: March 7, 2023

TITLE: Economic Development Coordinator
DEPARTMENT: Administrative Services
SUPERVISED BY: Deputy County Administrator
FLSA STATUS: Exempt
APPROVED: DRAFT

I. Position Summary:

Under the supervision of the Deputy County Administrator, this role will be responsible for coordinating and overseeing of the economic development of the County of Kendall (“County”) including facilitating federal grants; facilitating business expansion and retention; recruiting new industry; and managing loan assistance through the Kendall County Revolving Loan Fund. This position will work to improve the local economy and diversify the tax base through local business retention, expansion, and fostering new business opportunities.

II. Essential Duties and Responsibilities:

The essential job duties for this position include, but are not limited to the following:

- A.** Performs primary duties requiring office or non-manual work directly related to the management or general business operations of the County, including, but not limited to the following:
1. Reviews and performs quality control on State of Illinois Databases related to economic development. Including, but not limited to business attraction, business retention, business development, available commercial/industrial real estate, workforce data, and workforce development.
 2. Oversees and manages the Kendall County Revolving Loan Fund and Revolving Loan Program.
 3. Assists local businesses in the unincorporated areas of the County with the zoning process and connection to various utilities.
 4. Serves as staff government relations representative with municipalities, community agencies, community stakeholders, public officials, and other economic development allies to assist new and existing businesses.
 5. Conducts research regarding new issues, methods, trends, and advances in economic development.
 6. Develops strategic economic development partnerships with businesses, organizations and communities within the County, as well as with other counties and municipalities.
 7. Attends meetings with public groups, clubs, organizations, and agencies in a public relations capacity to promote programs that encourage economic growth in the County.
 8. Responds to inquiries and meets with established and prospective business associations to serve as an information broker and liaison to County services and programs.
 9. Creates and administer a database of available commercial/industrial properties and active businesses.
 10. Creates marketing and promotional materials that promote the County’s economic development programs.
 11. Participates in professional and intergovernmental organizations that promote economic development and represents the County at local, regional and national meetings and conventions as needed and as assigned.
 12. Provides leadership, recommendations, and direction to elected officials and staff

Kendall County Job Description

regarding the County's economic development needs.

- B.** Performs primary duties that require the exercise of discretion and independent judgment with respect to matters of significance, and their recommendations are given great weight by the final decision makers, including, but not limited to the following:
 - 1. Develops and recommends goals, long- and short-term objectives, policies and priorities for economic growth programs in support of the County's economic development strategy, which recommendations are given significant weight by the final decision makers.
 - 2. Assists local businesses in the Enterprise Zone application process.
 - 3. Manages the Kendall County Property Tax Abatement Program and collaborates with municipalities on applications.
 - 4. Creates and recommends an economic development strategic plan for the County, which recommendations are given significant weight by the final decision makers.
 - 5. Coordinates and attends meetings with local economic development professionals from municipalities and other economic development organizations in the County.
 - 6. Reviews potential economic development projects proposed by state agencies for viability in the County, and serves as a liaison with the state agency regarding potential projects.
 - 7. Investigates and tracks available industrial and commercial real-estate.
 - 8. Serves as staff liaison to assigned economic development organizations and County Board Committees.
 - 9. Develops County Board policies, goals, priorities and long- and short-term economic development objectives.
 - 10. Assists interested businesses and industries in identifying potential sites, securing approvals, and identifying financing opportunities.
 - 11. Maintains a comprehensive and current understanding of policies, procedures, codes, and regulations, including all State, Federal and local laws and regulations, relating to economic development.
 - 12. Remains current on economic development information updates and other professional literature.
- C.** Travels to and attends meetings, conferences, workshops, and training sessions as approved and as assigned, both during and after business hours. Such travel includes travel both within and outside of County limits and may include travel outside the State of Illinois, as needed to perform assigned job duties.
- D.** Attends County Board and Committee meetings as requested, both during and after business hours.
- E.** Attends local government meetings as requested, both during and after business hours.
- F.** Prepares and revises correspondence, reports, presentations, and any other documentation, as needed, to perform assigned job duties.
- G.** Handles confidential matters daily relating to all functions of Administrative Services, the County Board, and its committees, and maintains confidentiality of said information.
- H.** Complies with all applicable federal and state laws and regulations regarding or relating to assigned job duties including, but not limited to the Illinois Open Meetings Act, the Illinois Freedom of Information Act, and the Illinois Local Records Act.
- I.** Complies with all applicable policies and procedures regarding or relating to assigned job duties.
- J.** Maintains regular attendance and punctuality.
- K.** Performs other duties, as assigned.

Kendall County Job Description

III. Supervisory Responsibilities.

This job has no supervisory responsibilities.

IV. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. Language Skills:

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents, reports, and correspondence.
3. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials and department heads in both one-on-one and group settings.
4. Requires good knowledge of the English language, spelling, and grammar.
5. Bilingual ability in Spanish is preferred.

B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
3. Ability to read and understand basic workplace data, such as simple forms, tables, graphs, schedules etc.

C. Reasoning Ability:

1. Ability to analyze situations to identify problems, identify sources of obstacles, and evaluate possible solutions.
2. Ability to deal with problems involving several concrete variables in standardized situations.
3. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.

D. Certificates, Licenses, and Registrations:

1. Current and valid Driver's License and reliable transportation.
2. Must possess the Certified Economic Developer (CECD) certification or must successfully obtain this certification within first year of employment.
3. Economic Development Finance Professional (EDFP) certification is also preferred.
4. Any and all other certificates and registrations as required for the specific duties performed.

E. Other Skills, Knowledge and Abilities:

1. Strong organization and multi-tasking skills.
2. Ability to carry out duties with minimal supervision.
3. Ability to research materials and develop reports from information gathered.
4. Ability to maintain confidentiality.
5. Comprehensive understanding of the economic development field and application of advanced principles, techniques and theory.
6. Excellent prioritization skills and the ability to meet deadlines.

Kendall County Job Description

7. The ability to display a positive, cooperative, professional, and team-orientated attitude even in stressful situations.
8. The ability to listen, understand information and ideas, and work effectively with County personnel, department heads, elected officials, businesses, and other organizations.
9. The ability to follow guidance and work independently until project completion.
10. Proficient knowledge of MS Word, Excel, Outlook, PowerPoint.
11. Knowledge of office practices, principles of modern record keeping, set and maintaining filing systems.
12. Skills in operating a personal computer, facsimile machine, copier, and typewriter.
13. Ability to comply with all County policies and procedures and adhere to set standards.

F. Education and Experience:

1. A minimum of a Bachelor's degree from an accredited college or university is required. Preferred areas of study are Business Administration, Public Administration, Community Development/Planning, Economics/Economic Development, Real Estate, Public Relations, Marketing, Business Development, Real Estate, or related area of study.
2. At least three (3) years of previous work experience in business administration, public administration, community development/planning, economic development, real estate, public relations, marketing, business development, and/or real estate is required.
3. A Master's Degree in Business, Public Administration, or Marketing is preferred.

G. Physical Demands:

While performing the duties of this job, the employee must be able to:

1. Frequently sit for long periods of time at a desk, in meetings, and during travel to various locations to perform assigned job duties;
2. Occasionally walk to other offices in the County Office Building and other County buildings (e.g., Historic Courthouse).
3. Regularly use computers and other electronic equipment to perform assigned job duties;
4. Occasionally lift and/or move up to 40 pounds;
5. Frequently lift and/or move up to 10 pounds;
6. Use hands to finger, handle or feel;
7. Reach, push, and pull with hands and arms;
8. Talk and hear in person and via use of telephone;
9. Specific vision abilities include close and distance vision, as well as depth perception;
10. Travel independently to other County office buildings and to other locations throughout the County, the State of Illinois, and outside the State of Illinois, as needed, to perform assigned job duties.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

1. Mostly inside environmental conditions, except when outside traveling between various buildings/locations throughout the County, the State of Illinois, and outside the State of Illinois, as needed to perform assigned job duties.

Kendall County Job Description

2. The noise level in the work environment is usually quiet to moderately quiet.
3. Employee may be exposed to stressful situations while working with others to perform assigned job duties.
4. Employee is required to provide their own transportation to travel to and from meetings, training, conferences, etc.
5. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, employee

DRAFT

**AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S
AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this 21st day of March , 2023 by and between the County of Kendall, Illinois, a unit of local government (“County”) and the City of Yorkville, Illinois, a unit of local government (“Grantee”), UEI #E646HGMGZF83. For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County’s share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 (“Award Terms and Conditions”); and

WHEREAS, the Federal Award Date for the County’s Recovery Funds was May 20, 2021; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Final Rule”); and

WHEREAS, pursuant to the Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County's communities and population; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds for investments in water, sewer, and broadband infrastructure; and

WHEREAS, Yorkville is located within the boundaries of the Rob Roy Drainage District (the "District"); and

WHEREAS, the District is organized for the purpose of constructing, maintaining, and repairing drains for the drainage system within the District's boundaries; and

WHEREAS, Grantee intends to conduct maintenance operations on the District's drainage infrastructure by dredging, brush clearing, and grading the District's drainage ditches;

WHEREAS, the County finds that performing the maintenance operations on the District's drainage ditches is responsive to the need of maintaining adequate stormwater management and preventing flooding;

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for maintenance operations on the District's drainage ditches is a necessary investment in water and sewer infrastructure; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the subaward of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of making necessary investments in water and sewer infrastructure by performing maintenance operations on the District's drainage ditches.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

2. County's Obligations

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to be used by Grantee for the purpose of performing maintenance operations on the District's drainage infrastructure by dredging, brush clearing, and grading the District's drainage ditches. Said amounts actually disbursed to Grantee shall hereinafter be referred to as "Grant funds." Grant funds shall not be used for land acquisition.
- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum.

3. Grantee's Obligations

- a. Grantee understands and agrees it shall use the Grant funds only for the purpose of performing maintenance operations on the District's drainage infrastructure by dredging, brush clearing, and grading the District's drainage ditches. Grantee shall not pay or transfer any of the Grant funds directly to the District.
- b. Grantee must spend all Grant funds no later than December 31, 2024 (the "allowable spending period"). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee's allowable spending period ends.
- c. If Grant funds are used for any purpose other than performing maintenance operations on the District's drainage infrastructure by dredging, brush clearing, and grading the District's drainage ditches (hereinafter referred to as an "Improper Purpose"), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. Grantee affirms, in accordance with ARPA and the Final Rule, no Grant funds may be used for the payment of a debt, including any debts of Grantee or the District. If Grant funds are used for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- e. By signing this Agreement, Grantee affirms Grant funds may not be used as a non-federal match for other federal programs whose statute or regulations bar the use of

federal funds to meet matching requirements. If Grant funds are used for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.

- f. Grantee agrees Grant funds shall not be used for an expense for which it or the District has already received, or will receive reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.
- g. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.
- h. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- i. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
 - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit. Grantee shall continue to file these written reports every ninety (90) days to include the above information for each 90-day period.

- ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.
- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- j. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- k. If Grant funds are used to pay a contractor or subcontractor to perform work, Grantee must ensure that such contracts include provisions incorporating all of the following:
 - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. 200 *et seq.* and all other

applicable federal and state statutes, regulations, interpretive guidance, and executive orders.

- ii. 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.*
- iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
- v. The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.
- vi. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- l. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee or the District. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- m. Grantee certifies that Grantee, 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). Grantee further certifies by signing this Agreement that Grantee, its parent companies, subsidiaries,

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

- n. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ 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. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

4. Assignment

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

5. Non-appropriation

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended

unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

6. Remedies

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from Grantee of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.
- b. If the County determines, in its sole discretion, any false, inaccurate, or misleading information has been submitted to the County, the County may demand immediate repayment from Grantee of all funds and shall not be obligated for any further disbursements.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to

the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

7. Indemnity

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that the use of the Grant funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall, to the extent permitted by law, indemnify, hold harmless and defend with counsel of County's own choosing, County, 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 and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

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 Grantee'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. All indemnification obligations shall survive the termination of this Agreement.

8. Notice

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

If to the County: Kendall County Administrator
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State’s Attorney
807 John Street
Yorkville, Illinois 60560

If to Grantee:

Bart Olson
800 Game Farm Road
Yorkville, IL 60560

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

9. Venue and Severability

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys’ fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. Execution of Agreement

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.

11. Entire Agreement

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

12. Relationship of the Parties

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

13. Conflict of Interest

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

14. Waiver

The County and/or Grantee'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.

15. Termination

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

16. Authority

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

KENDALL COUNTY, ILLINOIS

CITY OF YORKVILLE

Kendall County Board Chair

Mayor

Attest: _____
Debbie Gillette
Kendall County Clerk

Attest: _____

Date: _____

Date: _____

**CONTRACT FOR
JOB # 25-IL-230036**

BETWEEN **Kendall County** AND GARLAND/DBS, INC. FOR THE Courthouse Roof Project

- 1.) This CONTRACT is made at **Kendall County** as of March 10, 2023, (“Effective Date”), by and between the **Kendall County** located at **111 W. Fox Street Yorkville, IL 60560** (hereinafter designated the “CUSTOMER”), and **Garland/DBS, Inc.**, located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the “CONTRACTOR”).
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Courthouse Roof Project** located at **807 W. John Street Yorkville, IL 60560**, as well as all work incidental and pertinent thereto, (hereinafter designated the “Project”) all in accordance with the original proposal # **25-IL-230036** dated **01/30/2023** submitted by the CONTRACTOR (hereinafter together designated the “Specifications”), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **on or before May 30, 2023**, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$574,405.00** as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR’s receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate

action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **Dan Polvere**, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$574,405.00**. **Insurance:** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth herein. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. All coverage shall be at least as broad as the following:
Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general

aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Kendall County shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Kendall County.

Kendall County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Kendall County, its past present or future officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor hereby grants to Kendall County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against Kendall County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County has received a waiver of subrogation endorsement from the insurer.

If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Contractor shall furnish Kendall County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Kendall County before work

begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. Kendall County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kendall County is an additional insured on insurance required from subcontractors.

Indemnification: Contractor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releases") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Contractor of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this Agreement contract by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Contractor's duty to indemnify and hold the Kendall County harmless as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Government Employee Tort Immunity Act. (745 ILCS 10.1 et seq.) by reason of indemnification or insurance. Indemnification obligations shall survive the termination of this Agreement.

For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the County'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 County's properties and/or facilities absent prior written consent from the County.

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.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be

binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.

- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.
- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.

- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.
- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **Kendall County, IL**. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

1. _____

2. _____

GARLAND/DBS, INC.

By: _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WITNESSES:

1. _____

2. _____

Kendall County

By: _____

Date: _____

And

By: _____

Date: _____

Exhibit A

Exhibit A



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Kendall County
Courthouse
804 W Johns St
Yorkville, Illinois 60560

Date Submitted: 01/30/2023
Proposal #: 25-IL-230036
MICPA # PW1925

ILLINOIS General Contractor License #: 104.015673

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Garlands Viking EPDM Fully Adhered Roofing System

1. Stage and mobilize equipment & material.
2. Vac off existing ballasted river rock.
3. Cut existing membrane into 10' strips and completely remove to insulation.
4. (per Nuclear Scan) replace wet Insulation.
5. Re-using existing Insulation mechanically fasten existing insulation.
6. Cut hole into deck/ insulation for 2" conduit/ pipe (area on map).
7. Install 1/2" Recovery boarddens deck and set in Garlands Insu-lock adhesive 7. Fully Adhere and install 60 mil NEW EPDM membrane in neoprene adhesive 8 . Install 3x3 drain sumps with new lead.
8. Install all new flashings in neoprene adhesive.
9. Install all new termination bar and surface mounted counter flashings.
10. Apply Garlands Rust Go Primer and Paint for rust inhibiting paint for reglets.
11. 3-days prior to completion conduct on site walk thru with owners representative for punch out list.
12. Complete punch out list.
13. Full clean/ sweep of all construction debris.

Total Price - Base Bid - Viking EPDM

Proposal Price Based Upon Market Experience: \$ 405,537

Garland/DBS Price Based Upon Local Market Competition:

1 R.B. Crowther Co	\$ 405,537
2 DCG Roofing Solutions	\$ 431,342
3 Crowther Roofing	\$ 457,480
4 Riddiford	\$ 505,674
5 Knickerbacker Roofing	\$ 630,740

Unforeseen Site Conditions: R.B. Crowther Co

Drain Replacement	\$ 3,990.00	Each
Soil Stacks	\$ 342.00	Each
Additional Insulation Replacement	\$ 17.10	per Sq. Ft.
Rubber Boot Replacement	\$ 39.90	Each
Pipe Support Replacement	\$ 51.30	Each

Total Price - Add Alternate 1

Proposal Price Based Upon Market Experience: \$ 140,986

Garland/DBS Price Based Upon Local Market Competition:

1 Crowther Roofing	\$ 140,986
2 DCG Roofing Solutions	\$ 146,191
3 R.B. Crowther Roofing	\$ 168,868
4 Riffiford Roofing	\$ 177,436
5 Knickerbacker Roofing	\$ 196,087

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Prevailing Wages are included.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606