

BID ABSTRACT

28-010 LIGHTING & HVAC EFFICIENCY IMPROVEMENT PROJECT #2

Open: Wednesday, June 16, 2010 @ 2:30 PM

VENDOR	TOTAL BID AMOUNT	Gaurantee Completion of Work	Received of Addendum 1 & 2	DUNS Number	Waste Management Plan	Labor Rate Pricing	Signature
R. J. O'NEIL	264,467 ⁰⁰	180	YES	36-2434425			✓

BID OPENING ATTENDEE 6/16/10 @ 2:30 pm

TIM KEOVODSAR - PURCHASING DEPT.

Mel A - Rj O'Neil

**KANE COUNTY
OFFER TO CONTRACT FORM
For**

Bid 28-010 Lighting & HVAC Efficiency Improvement Project #2

Bid Due Date & Time: 2:30 P.M., WEDNESDAY, JUNE 16, 2010

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: R.J. O'Neil

1. 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 and specifications.
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
2. In submitting this Offer, the Contractor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Scope of Work; Section 1.01 A & B.1-B.10., including the Specifications and the following addenda:
No. 1, No. 2, No. _____, (Contractor to acknowledge addenda here.)
 - B. The site and locality has been examined where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner, and furnish a Performance Bond and Labor and Material Payment Bond in accordance with the Instructions to Bidders.
 - D. The provisions of the Procurement and Contracting Requirements, as to liquidated damages in the event of failure to complete the Work on time, as mentioned in Section 00 31 13 Preliminary Schedules, 1.02 Project Dates and Completion Date.
 - E. Work will be accomplished in accordance with the Contract Documents.
 - F. Work will be completed within the stated contract time, as outlined in Division 00, page 00 31 13, Section 1.02.A.

BASE BID AMOUNT:

3. Grand total cost for furnishing, retrofitting, replacing, or installing new equipment (ECRM) within four existing buildings at the Kane County Government Center, Geneva, IL - Buildings B/I, C, A, and 3rd Street Courthouse per specifications.

Total Bid Amount: Two Hundred Sixty-four Thousand Four Hundred Sixty-seven & 00/100 Dollars (\$264,467.00)

4. The Contractor guarantees completion of all the work within 180 days after receipt of notice of award or purchase order.
5. Please provide your company's DUNS number 26-2434425
6. Waste Management Plan – According to Section 01 41 00 Regulatory Requirements of the specifications.

LABOR RATE PRICING:

SUPPLEMENTAL LABOR PRICES: List information below for the trades that may be used during the course of this contract. These prices will not be used for the bid amount scenario; however, Contractor must declare all labor rates they intend to charge the County for any additional work performed.

TRADE	DAYS	RATE		TRADE	DAYS	RATE	
ELECTRICIAN	M-F		/HOUR	LABORER	M-F		/HOUR
	M-F>8		/HOUR		M-F>8		/HOUR
	OSA		/HOUR		OSA		/HOUR
	OSH		/HOUR		OSH		/HOUR

Glossary
M-F Regular 40 hr week rate OSA Overtime rate for Saturday work
M-F > 8 Overtime rate for normal work week OSH Overtime rate for Sunday and Holiday Work

ADDITIONAL COMMENTS:

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 Mel King Typed Signature Mel King
Company RJ O'neil
Address/City/State 1125 S. Lake Street - Montgomery IL
Phone # 630-906-1300 Fax # 630-906-1369
Federal I.D./Social Security # 36-2434425 Date 6-16-10

ACCEPTANCE

The Offer is hereby accepted for:

- Lighting and HVAC Energy Efficiency Improvement Project #2

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

This contract shall henceforth be referred to as Contract Number **28-010**. The Contractor has been cautioned not to commence any billable work or to provide any supplies or services until said Contractor receives a purchase order and or notice to proceed.

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Date

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

Date

REFERENCES

LIGHTING & HVAC EFFICIENCY IMPROVEMENT PROJECT #2

For

KANE COUNTY BOARD, Geneva, Illinois

General Information, list below businesses or other organizations for whom you have provided comparable equipment/services within the last three years:

Offeror's Name: RJ O'neil

1. Organization: Fox Metro
Address: 682A Rt. 31
City, State, Zip Code: Oswego IL. 60543
Telephone Number: 630-892-4378
Contact Person: Bob Bauer
Date of Project: Current

2. Organization: Hollywood Casino
Address: 49 W. Galena Blvd.
City, State, Zip Code: Aurora, IL. 60506
Telephone Number: 630-801-7000
Contact Person: Jim Hopp
Date of Project: 11/2009

3. Organization: Fox Valley Park District
Address: 712 S. River St.
City, State, Zip Code: Aurora, IL. 60507
Telephone Number: 630-897-0516
Contact Person: _____
Date of Project: 11/2009 + current

4. Organization: R.C. Wegman
Address: 750 Morton Ave.
City, State, Zip Code: Aurora, IL. 60507
Telephone Number: 630-844-3000
Contact Person: Butch
Date of Project: 2/2010 + current



Proposal

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Prepared For:

Date: June 16, 2010

Proposal Number: R1-145293-1

Job Name:

Kane County Government Center

Engineer:

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:

Net 30 Days

Trane U.S. Inc. is pleased to provide the enclosed proposal for your review and approval.

Tag Data - Split System Air Conditioning Units (Small) (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	1	3 Ton Split System 1 phase voltage	4TTB4036E1000-4TEH3F36B1000-0----000-0--0
A2	No Tag	1	3.5 Ton Split System 1 phase voltage	4TTB4042E1000-4TEH3F42B1000-0----000-0--0
A3	No Tag	1	4 Ton Split System 1 phase voltage	4TTB4048E1000-4TEH3F48B1000-0----000-0--0
A4	No Tag	1	5 Ton Split System 1 phase voltage	4TTB4060E1000-4TEH3F60B1000-0----000-0--0

Product Data - Split System Air Conditioning Units (Small)

Item: A1 Qty: 1

- Split System Cooling Outdoor Unit
- 3 Ton Nominal Cooling Capacity
- 200 - 230 Volt 1 Phase 60 Hertz
- 1.5-5 Ton AH fully convertible R410
- High efficiency
- Non-bleed TXV
- 3 Ton nominal
- 200-230/1/60
- Head pressure control (Flid)
- Anti-short cycle timer (Flid)
- 4TE Subbase (Flid)

Item: A2 Qty: 1

- Split System Cooling Outdoor Unit
- 3.5 Ton Nominal Cooling Capacity
- 200 - 230 Volt 1 Phase 60 Hertz
- 1.5-5 Ton AH fully convertible R410
- High efficiency
- Non-bleed TXV
- 3.5 Ton nominal
- 200-230/1/60

Tag Data - Split System Air Conditioning Units (Small) (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	1	3 Ton Split System 1 phase voltage	4TTB4036E1000-4TEH3F36B1000-0----000-0--0
A2	No Tag	1	3.5 Ton Split System 1 phase voltage	4TTB4042E1000-4TEH3F42B1000-0----000-0--0
A3	No Tag	1	4 Ton Split System 1 phase voltage	4TTB4048E1000-4TEH3F48B1000-0----000-0--0
A4	No Tag	1	5 Ton Split System 1 phase voltage	4TTB4060E1000-4TEH3F60B1000-0----000-0--0

Product Data - Split System Air Conditioning Units (Small)**Item: A1 Qty: 1**

Split System Cooling Outdoor Unit
 3 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 3 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Item: A2 Qty: 1

Split System Cooling Outdoor Unit
 3.5 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 3.5 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Item: A3 Qty: 1

Split System Cooling Outdoor Unit
 4 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 4 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Item: A4 Qty: 1

Split System Cooling Outdoor Unit
 5 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 5 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)

Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Item: A3 Qty: 1

Split System Cooling Outdoor Unit
 4 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 4 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Item: A4 Qty: 1

Split System Cooling Outdoor Unit
 5 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 5 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Not Included: Disconnects, electric heat, startup, in warranty labor, additional refrigerant, any options not listed above.

Tag Data - Split System Air Conditioning Units (Large) (Qty: 3)

Item	Tag(s)	Qty	Description	Model Number
B1	No Tag	1	6 Ton Split Systems 3 phase voltage	TTA073D300--TWE090D100
B2	No Tag	1	7.5 Ton Split Systems 3 phase voltage	TTA090D300--TWE090D100
B3	No Tag	1	10 Ton Split Systems 3 phase voltage	TTA120E300--TWE120E100

Product Data - Split System Air Conditioning Units (Large)**Item: B1 Qty: 1**

TTA Air Condensing Outdoor Unit
 6 Ton Nominal Cooling Capacity R410A
 Single Compressor - R410A
 208-230 Volt 3 Phase 60 Hertz
 TWE Air Handler Unit
 7 1/2 Ton Nominal Cooling Capacity
 Single Refrigerant Circuit - R410
 208-230 Volt 1 Phase 60 Hertz
 1 Anti-short cycle timer (Fld)
 1 Low Ambient Modulating (Fld)
 Subbase (Fld)

Item: B2 Qty: 1

TTA Air Condensing Outdoor Unit
 7 1/2 Ton Nominal Cooling Capacity R410
 Single Compressor - R410A
 208-230 Volt 3 Phase 60 Hertz
 TWE Air Handler Unit
 7 1/2 Ton Nominal Cooling Capacity
 Single Refrigerant Circuit - R410
 208-230 Volt 1 Phase 60 Hertz
 1 Anti-short cycle timer (Fld)
 1 Low Ambient Modulating (Fld)
 Subbase (Fld)

Item: B3 Qty: 1

TTA Air Condensing Outdoor Unit
 10 Ton Nominal Cooling Capacity R410
 Dual Compressors - R410A
 208-230 Volt 3 Phase 60 Hertz
 TWE Air Handler Unit
 10 Ton Nominal Cooling Capacity
 Dual Circuit - R410A
 208-230 Volt 1 Phase 60 Hertz
 1 Anti-short cycle timer (Fld)
 1 Low Ambient Modulating (Fld)
 Subbase (Fld)

Not Included: Disconnects, electric heat, startup, in warranty labor, additional refrigerant, any options not listed above.

Tag Data - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
C1	No Tag	1	3-10 Ton R410A PKGD Unitary Gas/Electric	YHC102E3RHA--COA000000000

Product Data - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop**Item: C1 Qty: 1**

DX cooling, gas heat
 High efficiency
 Convertible configuration
 8.5 Ton
 Major design sequence
 208-230/60/3
 Microprocessor controls 3ph
 High gas heat 3ph
 Economizer Dry Bulb 0-100%
 Hinged panels/standard filters

Not Included: Disconnects, roofcurb, startup, in warranty labor, additional refrigerant, any options not listed above.

Anticipation Discount

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/11/10

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY Home Office: P.O. Box 328 Owatonna, MN 55060 Phone: 1-888-333-4949		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		COMPANIES AFFORDING COVERAGE	
		COMPANY A	FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
		COMPANY B	
		COMPANY C	
		COMPANY D	
INSURED R J O'NEIL INC 1125 S LAKE ST MONTGOMERY IL 60538		224-299-8	

COVERAGES
 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	9053681	12/31/09	12/31/10	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9053681	12/31/09	12/31/10	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9053682	12/31/09	12/31/10	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	9053683	12/31/09	12/31/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 SEE ATTACHED PAGE

CERTIFICATE HOLDER 2242998 COUNTY OF KANE KANE COUNTY GOVERNMENT CNTR PURCHASING DEPT 719 S BATAVIA AVE BLDG A GENEVA IL 60134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--

CERTIFICATE OF INSURANCE

INSURED

224-299-8

R J O'NEIL INC
1125 S LAKE ST
MONTGOMERY IL 60538

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATEHOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE
CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT
FOR GENERAL LIABILITY AND BUSINESS AUTO LIABILITY.

PROJECT: KANE COUNTY GOVERNMENT CENTER
28-010 LIGHTING & HVAC EFFICIENCY IMPROVEMENT PROJECT #2

X, C, U (EXPLOSION, COLLAPSE, UNDERGROUND) IS INCLUDED.
CONTRACTUAL LIABILITY IS INCLUDED SUBJECT TO THE CONDITIONS
OF THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01.

CERTIFICATE HOLDER

COUNTY OF KANE
KANE COUNTY GOVERNMENT CNTR
PURCHASING DEPT
719 S BATAVIA AVE BLDG A
GENEVA IL 60134

74

THE CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we R.J. O'NEIL, INC.
1125 S. LAKE ST., MONTGOMERY, ILLINOIS 60538

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto

KANE COUNTY TREASURER, 719 BATAVIA AVE., BLDG. A, GENEVA, ILLINOIS 60134

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

28-010 LIGHTING & HVAC EFFICIENCY IMPROVEMENT PROJECT #2

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16TH day of JUNE, 2010.

Rosemary Schindler
(Witness)

R.J. O'NEIL, INC.
(Principal) (Seal)

By: Melky V-P
(Title)

Michelle Youck
(Witness)

THE CINCINNATI INSURANCE COMPANY
(Surety) (Seal)

By: James A. Wilson
Attorney-in-Fact

Printed in cooperation with the **American Institute of Architects (AIA)**, by The Cincinnati Insurance Company who vouches that the language in this document conforms exactly to the language used in AIA Document A310, February 1970 ED.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jeffrey A. Thompson; Agnes A. Froemel; Janice L. Franzen; Debbie Cordrey; Tiffany Dennison and/or Armand D'Andrea

of Joliet, Illinois its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 16th day of June 2010



Secretary

**KANE COUNTY
OFFER TO CONTRACT FORM
For**

Bid 28-010 Lighting & HVAC Efficiency Improvement Project #2

Bid Due Date & Time: 2:30 P.M., WEDNESDAY, JUNE 16, 2010

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

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Submitted By: R. J. O'Neil

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- Waste Management Plan – According to Section 01 41 00 Regulatory Requirements of the specifications.

LABOR RATE PRICING:

SUPPLEMENTAL LABOR PRICES: List information below for the trades that may be used during the course of this contract. These prices will not be used for the bid amount scenario; however, Contractor must declare all labor rates they intend to charge the County for any additional work performed.

TRADE	DAYS	RATE		TRADE	DAYS	RATE	
ELECTRICIAN	M-F		/HOUR	LABORER	M-F		/HOUR
	M-F>8		/HOUR		M-F>8		/HOUR
	OSA		/HOUR		OSA		/HOUR
	OSH		/HOUR		OSH		/HOUR

Glossary

- | | | | |
|---------|------------------------------------|-----|---|
| M-F | Regular 40 hr week rate | OSA | Overtime rate for Saturday work |
| M-F > 8 | Overtime rate for normal work week | OSH | Overtime rate for Sunday and Holiday Work |

R.J. O'NEIL INC. **Mechanical Contractors**
1125 S. LAKE ST. MONTGOMERY, IL 60538 **PHONE: 630-906-1300 FAX: 630-906-1369**

Fax Cover Sheet

COMPANY: KANE COUNTY GVT	DATE: 6/23/10
ATTN: TIMOTHY	FROM: ROSEMARY
PHONE: 630-232-5929	PHONE: (630) 906-1300
FAX : 630-208-5107	FAX: (630) 906-1369

**RE : LABOR RATES AND WASTE DISPOSAL MANAGEMENT PLAN
PER SPECIFICATION TO : BID 28-010 LIGHTING & HVAC
EFFICIENCY IMPROVEMENT PROJECT #2. PLEASE INSERT
FOLLOWING DOCUMENTS TO OUR BID RESPONSE AS DATED JUNE
16, 2010.**

CC:

Number of pages including cover sheet: 3

Bid 28-010 Lighting & HVAC Efficiency Improvement Project #2
Offer to Contract Form Page 2 of 2

BASE BID AMOUNT:

- 3. Grand total cost for furnishing, retrofitting, replacing, or installing new equipment (ECRM) within four existing buildings at the Kane County Government Center, Geneva, IL - Buildings B/I, C, A, and 3rd Street Courthouse per specifications.
Total Bid Amount: _____ Dollars (\$ _____)
- 4. The Contractor guarantees completion of all the work within _____ days after receipt of notice of award or purchase order.
- 5. Please provide your company's DUNS number _____
- 6. Waste Management Plan - According to Section 01 41 00 Regulatory Requirements of the specifications.

LAMPS WILL BE SHIPPED OUT. WE WILL PROVIDE DOCUMENTATION FROM THE RECYCLER WHEN THEY RECIEVE THE SHIPMENT.

BALLASTS WILL BE RECYCLED AT SCRAP YARD. WE WILL PROVIDE DOCUMENTATION WHEN THEY ARE DROPPED OFF.

LABOR RATE PRICING:

SUPPLEMENTAL LABOR PRICES: List information below for the trades that may be used during the course of this contract. These prices will not be used for the bid amount scenario; however, Contractor must declare all labor rates they intend to charge the County for any additional work performed.

TRADE	DAYS	RATE		TRADE	DAYS	RATE	
ELECTRICIAN	M-F	110.00	/HOUR	LABORER	M-F		/HOUR
	M-F>8	165.00	/HOUR		M-F>8		/HOUR
	OSA	165.00	/HOUR		OSA		/HOUR
	OSH	220.00	/HOUR		OSH		/HOUR

Glossary

M-F Regular 40 hr week rate
M-F > 8 Overtime rate for normal work week

OSA Overtime rate for Saturday work
OSH Overtime rate for Sunday and Holiday Work

Bid 28-010 Lighting & HVAC Efficiency Improvement Project #2
Offer to Contract Form Page 2 of 3

BASE BID AMOUNT:

- Grand total cost for furnishing, retrofitting, replacing, or installing new equipment (ECRM) within four existing buildings at the Kane County Government Center, Geneva, IL - Buildings B/I, C, A, and 3rd Street Courthouse per specifications.

Total Bid Amount: _____ Dollars (\$ _____)

- The Contractor guarantees completion of all the work within _____ days after receipt of notice of award or purchase order.
- Please provide your company's DUNS number _____
- Waste Management Plan - According to Section 01 41 00 Regulatory Requirements of the specifications.

R. J. O'Neil, Inc. will reclaim refrigerant R22 and send to processing plant for recycling.

All metals will go to recycle plant.

All other debris will be recycled properly.

LABOR RATE PRICING:

SUPPLEMENTAL LABOR PRICES: List information below for the trades that may be used during the course of this contract. These prices will not be used for the bid amount scenario; however, Contractor must declare all labor rates they intend to charge the County for any additional work performed.

TRADE	DAYS	RATE		TRADE	DAYS	RATE	
Plumbers etc.	M-F	115.00	/HOUR	LABORER	M-F		/HOUR
	M-F>8	172.50	/HOUR		M-F>8		/HOUR
	OSA	172.50	/HOUR		OSA		/HOUR
	OSH	230.00	/HOUR		OSH		/HOUR

Glossary

- M-F Regular 40 hr week rate
- M-F > 8 Overtime rate for normal work week
- OSA Overtime rate for Saturday work
- OSH Overtime rate for Sunday and Holiday Work

ADDITIONAL COMMENTS:

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 Mel King Typed Signature Mel King
Company RJ O'neil
Address/City/State 1125 S. Lake Street - Montgomery, IL
Phone # 630-906-1300 Fax # 630-906-1369
Federal I.D./Social Security # 36-24 34425 Date 6-16-10

ACCEPTANCE

The Offer is hereby accepted for:

- Lighting and HVAC Energy Efficiency Improvement Project #2

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

This contract shall henceforth be referred to as Contract Number **28-010**. The Contractor has been cautioned not to commence any billable work or to provide any supplies or services until said Contractor receives a purchase order and or notice to proceed.

Karen McConnaughay
Karen McConnaughay
Chairman, County Board
Kane County, Illinois

6-24-10
Date

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

6-24-10
Date



Proposal

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

© 2010 Trane All rights reserved

Prepared For:

Date: June 16, 2010

Proposal Number: R1-145293-1

Job Name:

Kane County Government Center

Engineer:

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:

Net 30 Days

Trane U.S. Inc. is pleased to provide the enclosed proposal for your review and approval.

Tag Data - Split System Air Conditioning Units (Small) (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	1	3 Ton Split System 1 phase voltage	4TTB4036E1000-4TEH3F36B1000-0----000-0--0
A2	No Tag	1	3.5 Ton Split System 1 phase voltage	4TTB4042E1000-4TEH3F42B1000-0----000-0--0
A3	No Tag	1	4 Ton Split System 1 phase voltage	4TTB4048E1000-4TEH3F48B1000-0----000-0--0
A4	No Tag	1	5 Ton Split System 1 phase voltage	4TTB4060E1000-4TEH3F60B1000-0----000-0--0

Product Data - Split System Air Conditioning Units (Small)

Item: A1 Qty: 1

Split System Cooling Outdoor Unit
 3 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 3 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Item: A2 Qty: 1

Split System Cooling Outdoor Unit
 3.5 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 3.5 Ton nominal
 200-230/1/60

Tag Data - Split System Air Conditioning Units (Small) (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	1	3 Ton Split System 1 phase voltage	4TTB4036E1000-4TEH3F36B1000-0----000-0--0
A2	No Tag	1	3.5 Ton Split System 1 phase voltage	4TTB4042E1000-4TEH3F42B1000-0----000-0--0
A3	No Tag	1	4 Ton Split System 1 phase voltage	4TTB4048E1000-4TEH3F48B1000-0----000-0--0
A4	No Tag	1	5 Ton Split System 1 phase voltage	4TTB4060E1000-4TEH3F60B1000-0----000-0--0

Product Data - Split System Air Conditioning Units (Small)**Item: A1 Qty: 1**

Split System Cooling Outdoor Unit
 3 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 3 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Item: A2 Qty: 1

Split System Cooling Outdoor Unit
 3.5 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 3.5 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Item: A3 Qty: 1

Split System Cooling Outdoor Unit
 4 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 4 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Item: A4 Qty: 1

Split System Cooling Outdoor Unit
 5 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 5 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)

Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Item: A3 Qty: 1

Split System Cooling Outdoor Unit
 4 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 4 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Item: A4 Qty: 1

Split System Cooling Outdoor Unit
 5 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 1.5-5 Ton AH fully convertible R410
 High efficiency
 Non-bleed TXV
 5 Ton nominal
 200-230/1/60
 Head pressure control (Fld)
 Anti-short cycle timer (Fld)
 4TE Subbase (Fld)

Not Included: Disconnects, electric heat, startup, in warranty labor, additional refrigerant, any options not listed above.

Tag Data - Split System Air Conditioning Units (Large) (Qty: 3)

Item	Tag(s)	Qty	Description	Model Number
B1	No Tag	1	6 Ton Split Systems 3 phase voltage	TTA073D300--TWE090D100
B2	No Tag	1	7.5 Ton Split Systems 3 phase voltage	TTA090D300--TWE090D100
B3	No Tag	1	10 Ton Split Systems 3 phase voltage	TTA120E300--TWE120E100

Product Data - Split System Air Conditioning Units (Large)**Item: B1 Qty: 1**

TTA Air Condensing Outdoor Unit
 6 Ton Nominal Cooling Capacity R410A
 Single Compressor - R410A
 208-230 Volt 3 Phase 60 Hertz
 TWE Air Handler Unit
 7 1/2 Ton Nominal Cooling Capacity
 Single Refrigerant Circuit - R410
 208-230 Volt 1 Phase 60 Hertz
 1 Anti-short cycle timer (Fld)
 1 Low Ambient Modulating (Fld)
 Subbase (Fld)

Item: B2 Qty: 1

TTA Air Condensing Outdoor Unit
 7 1/2 Ton Nominal Cooling Capacity R410
 Single Compressor - R410A
 208-230 Volt 3 Phase 60 Hertz
 TWE Air Handler Unit
 7 1/2 Ton Nominal Cooling Capacity
 Single Refrigerant Circuit - R410
 208-230 Volt 1 Phase 60 Hertz
 1 Anti-short cycle timer (Fld)
 1 Low Ambient Modulating (Fld)
 Subbase (Fld)

Item: B3 Qty: 1

TTA Air Condensing Outdoor Unit
 10 Ton Nominal Cooling Capacity R410
 Dual Compressors - R410A
 208-230 Volt 3 Phase 60 Hertz
 TWE Air Handler Unit
 10 Ton Nominal Cooling Capacity
 Dual Circuit - R410A
 208-230 Volt 1 Phase 60 Hertz
 1 Anti-short cycle timer (Fld)
 1 Low Ambient Modulating (Fld)
 Subbase (Fld)

Not Included: Disconnects, electric heat, startup, in warranty labor, additional refrigerant, any options not listed above.

Tag Data - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
C1	No Tag	1	3-10 Ton R410A PKGD Unitary Gas/Electric	YHC102E3RHA--C0A000000000

Product Data - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop

Item: C1 Qty: 1

DX cooling, gas heat
 High efficiency
 Convertible configuration
 8.5 Ton
 Major design sequence
 208-230/60/3
 Microprocessor controls 3ph
 High gas heat 3ph
 Economizer Dry Bulb 0-100%
 Hinged panels/standard filters

Not Included: Disconnects, roofcurb, startup, in warranty labor, additional refrigerant, any options not listed above.

Anticipation Discount

ACORD CERTIFICATE OF LIABILITY INSURANCE

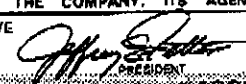
DATE (MM/DD/YY)
06/11/10

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY Home Office: P.O. Box 328 Owatonna, MN 55060 Phone: 1-888-333-4949	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	COMPANIES AFFORDING COVERAGE	
	COMPANY A	FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
	COMPANY B	
INSURED R J O'NEIL INC 1125 S LAKE ST MONTGOMERY IL 60538	224-299-8	COMPANY C
		COMPANY D

COVERAGES
 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	9053681	12/31/09	12/31/10	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9053681	12/31/09	12/31/10	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9053682	12/31/09	12/31/10	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	9053683	12/31/09	12/31/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					EL EACH ACCIDENT \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 SEE ATTACHED PAGE

CERTIFICATE HOLDER 2242998 COUNTY OF KANE KANE COUNTY GOVERNMENT CNTR PURCHASING DEPT 719 S BATAVIA AVE BLDG A GENEVA IL 60134	74 CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  PRESIDENT
---	--

CERTIFICATE OF INSURANCE

INSURED

224-299-8

R J O'NEIL INC
1125 S LAKE ST
MONTGOMERY IL 60538

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATEHOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE
CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT
FOR GENERAL LIABILITY AND BUSINESS AUTO LIABILITY.

PROJECT: KANE COUNTY GOVERNMENT CENTER
28-010 LIGHTING & HVAC EFFICIENCY IMPROVEMENT PROJECT #2

X, C, U (EXPLOSION, COLLAPSE, UNDERGROUND) IS INCLUDED.
CONTRACTUAL LIABILITY IS INCLUDED SUBJECT TO THE CONDITIONS
OF THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01.

CERTIFICATE HOLDER

COUNTY OF KANE
KANE COUNTY GOVERNMENT CNTR
PURCHASING DEPT
719 S BATAVIA AVE BLDG A
GENEVA IL 60134

74

THE CINCINNATI INSURANCE COMPANY

AIA Document A312 BOND #B0317070

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
R.J. O'NEIL, INC.
1125 S. LAKE STREET
MONTGOMERY, ILLINOIS 60538

SURETY (Name and Principal Place of Business):
THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name and Address):
KANE COUNTY GOVERNMENT CENTER
719 S. BATAVIA AVE.
GENEVA, ILLINOIS 60134

CONSTRUCTION CONTRACT

Date: JUNE 24, 2010

Amount: (\$284,467.00)

Description (Name and Location): 28-010 LIGHTING & HVAC EFFICIENCY IMPROVEMENT PROJECT

BOND

Date (Not earlier than Construction Contract Date): JUNE 24, 2010

Amount: (\$284,467.00)

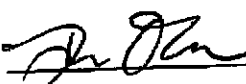
Modifications to this Bond:


None

See Page 3

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)
R.J. O'NEIL, INC.

SURETY
Company: _____ (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: 
Name and Title: Dan O'Neil, President

Signature: 
Name and Title: AGNES A. FROEMEL
ATTORNEY-IN-FACT

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:
NORTHERN INSURANCE
350 HOUBOLT ROAD
JOLIET, ILLINOIS 60431
815-744-0111

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

S-2100-AIA-A312 (6/08) PERFORMANCE BOND

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected

with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that

this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

THE CINCINNATI INSURANCE COMPANY

AIA Document A312

BOND #B0317070

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

R.J. O'NEIL, INC.
1125 S. LAKE STREET
MONTGOMERY, ILLINOIS 60538

SURETY (Name and Principal Place of Business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name and Address):

KANE COUNTY GOVERNMENT CENTER
719 S. BATAVIA AVE.
GENEVA, ILLINOIS 60134

CONSTRUCTION CONTRACT

Date: JUNE 24, 2010

Amount: (\$264,467.00)

Description (Name and Location): 28-010 LIGHTING & HVAC EFFICIENCY IMPROVEMENT PROJECT

BOND

Date (Not earlier than Construction Contract Date): JUNE 24, 2010

Amount: (\$264,467.00)

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company:

R.J. O'NEIL, INC.

(Corporate Seal)

SURETY

Company:

THE CINCINNATI INSURANCE COMPANY

(Corporate Seal)

Signature: *[Signature]*

Name and Title: Dan O'Neil president

Signature: *[Signature]*

Name and Title: AGNES A. FROEMEL

ATTORNEY-IN-FACT

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

NORTHERN INSURANCE
350 HOUBOLT ROAD
JOLIET, ILLINOIS 60431

815-744-0111

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, December 1984 Edition

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days.

have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3. or (2) on which the last labor or service was performed by anyone or the

last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 is deleted in its entirety and the following is substituted in its place:

6. When the claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable period of time, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

AFFIDAVIT OF ATTORNEY-IN-FACT FOR SURETY

STATE OF ILLINOIS SS.

COUNTY OF WILL

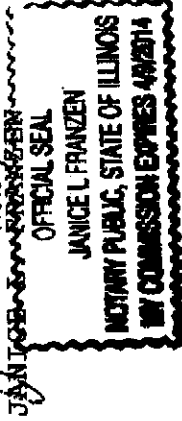
On this 24TH day of JUNE, 2010, before me personally appeared

AGNES A. FROEMEL, Attorney-in-Fact, of The Cincinnati Insurance Company, with whom I am personally acquainted, who being by me duly sworn, did depose and say, that he resides in

GRUNDY COUNTY; that he is the Attorney-in-Fact of The Cincinnati Insurance Company, the corporation named in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed and executed the said instrument as Attorney-in-Fact of said corporation by like order.

My Commission expires 4-9-2014

Janice L. Franzen
Notary Public



BN-1052 (8/98)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jeffrey A. Thompson; Agnes A. Froemel; Janice L. Franzen; Debbie Cordrey; Tiffany Dennison and/or Armand D'Andrea

of Joliet, Illinois

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 24th day of June 2010



Gregory J. Schlemmer
Secretary

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 over 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 one hundred twenty (120) 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. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or 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.
15. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
16. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, 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.

Vendors 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, Employees, from any and all liability or loss incurred by the County of Kane resulting from Vendor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's and/or Servicer's and /or Seller's performance of this contract and Vendor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Vendor'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 Vendor's and/or Servicer's and/or Seller's performance thereunder.

17. **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.
18. **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.
19. **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.

Vendors 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. Vendors 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.

20. **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.
21. **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.
22. **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 that 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 rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contract 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.

23. **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.
24. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
25. **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).
26. **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.

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

- c) 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.

- d) Umbrella Liability:

Aggregate Limits \$2,000,000

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.

27. EQUAL EMPLOYMENT OPPORTUNITY

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, vendors and sub-vendors.

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.

28. **BID DEPOSIT**

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five (5%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

29. **EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

30. **FAILURE TO FURNISH BOND**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.