

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

JULY 14, 2010



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

PROCEEDINGS OF THE TAZEWELL COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS WERE
HELD IN THE JUSTICE CENTER COMMUNITY ROOM IN THE CITY OF PEKIN ON
WEDNESDAY, JULY 14TH, 2010.

BOARD MEMBERS WERE CALLED TO ORDER AT 4:03 P.M. BY CHAIRMAN DAVID
ZIMMERMAN PRESIDING WITH THE FOLLOWING MEMBERS PRESENT: ACKERMAN, ANTONINI,
BERARDI, CARIUS, CRAWFORD, DONAHUE, B. GRIMM, D. GRIMM, HAHN, HILLEGONDS,
HOBSON, IMIG, MEISINGER, NEUHAUSER, PALMER, SINN, STANFORD, VANDERHEYDT AND
VONBOECKMAN.

ABSENT: HARRIS AND SUNDELL.

INVOCATION WAS GIVEN BY CHAIRMAN ZIMMERMAN, FOLLOWED BY
CHAIRMAN ZIMMERMAN LEADING THE PLEDGE OF ALLEGIANCE.

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JULY 14, 2010

1. Approve bid award for the Boiler Replacement System for McKenzie Building and Courthouse to PipeWorks, Inc. in the amount of \$385,400 ~~~~~1-5

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Jerry Vanderheydt

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid offered by PipeWorks, Inc. for the Boiler Replacement system in the McKenzie Building and Courthouse; and

WHEREAS, the total amount of the bid is \$385,400 and will be paid from Energy Efficiency and Conservation Block Grant funds; and

WHEREAS, the County Administrator has the authority to approve change orders not to exceed 5% of the total project cost; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Superintendent of Building and Grounds, Erik Graybeal, President of PipeWorks, Inc., P.O. Box 3395, Bloomington, IL 61702 and the Auditor of this action.

PASSED THIS 14TH DAY OF JULY 2010.

ATTEST:

Christa A. Weiss

 County Clerk

[Signature]

 County Board Chairman

** Motion by Member Donahue, second by Member Neuhauser to approve Resolution number 1. Motion carried by Voice Vote.

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AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the **County of Tazewell, Illinois**, a body politic and corporate, hereinafter referred to as "Owner," and **PipeWorks Inc.**, hereinafter referred to as "Contractor," effective the 14th day of July, 2010.

WHEREAS, previous heretofore bids were let and received for the performance and completion of a boiler replacement project for the McKenzie Building and Tazewell County Courthouse; and

WHEREAS, the bid of three hundred ninety-six thousand dollars (\$396,000) by PipeWorks Inc. was received and approved, subject to the execution of this Agreement by the parties hereto.

WHEREAS, OWNER has determined to exercise Alternate 1, which will result in a reduction of the bid price by \$10,600, and to decline Alternatives 2 and 3 as identified in the bid specifications.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2010-P-03, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.

2. The Contractor shall perform all work required by the contract documents as above described for removing existing boilers and installing new modular boilers in the McKenzie Building for that facility and the Courthouse as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.

a. Contractor shall provide the Buildings and Grounds Superintendent and the Sheriff with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, Social Security number, and date of hire for each employee. Contractor shall immediately notify the Buildings and Grounds Superintendent and the Sheriff of any additions or deletions to such list.

b. Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such security procedures shall constitute cause to terminate this agreement immediately.

3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.

4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the sum of up to three hundred eighty-five thousand four hundred dollars (\$385,400.00), subject to the terms and conditions as set out in the bid specifications, to be paid upon approval of the installation of the new boiler systems. Such payment will be made through the normal County billing cycle.

5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.

6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.

7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any

subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new work, which damage results from the performance of Contractor's requirements under this Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.

10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.

11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workers' Compensation, Occupational Disease Act, Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.

12. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the rules and regulations as given in the Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of

the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. As an EECBG-eligible project, the Contractor must comply with the Davis-Bacon Act and wages paid must be at rates not less than those prevailing on projects of a similar character in accordance with subchapter IV of Chapter 31 of Title 40, United States Code. Further, Contractor shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.

13. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability, public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, chooses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workers' Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.

14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.

16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.

17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.

18. This contract shall be binding upon the parties hereto and upon the successors in

interest, assigns, representatives and heirs of such parties.

19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.

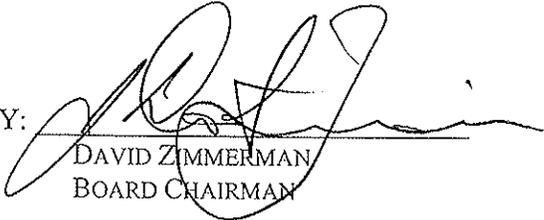
20. This agreement may be terminated upon sixty days written notice to the other party at such party's business address. Notice shall be deemed given on the date that such notice is placed in the United States mail.

21. Special Considerations. Because this project is funded with federal Energy Efficiency and Conservation Block Grant (EECBG) funds made possible through the American Recovery and Reinvestment Act (ARRA), the project must be compliant with all of its terms and conditions, including the Buy American requirements as outlined in the Scope of Work.

22. Change Orders. Change order requests shall be made to HDR Engineering, with a copy to the Tazewell County Buildings and Grounds Superintendent. The OWNER must approve any change orders prior to any work commencing.

23. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

COUNTY OF TAZEWELL:

BY: 
DAVID ZIMMERMAN
BOARD CHAIRMAN

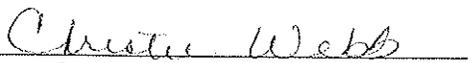
Dated: 7/14/10

Contractor:

BY: 
PIPEWORKS, INC.

Dated: 7/23/10

ATTEST:


CHRISTIE WEBB
COUNTY CLERK

Dated: 7.14.10

BOARD RECESSED AT 4:18 P.M. NEXT MEETING WILL BE HELD ON JULY 28, 2010.

I, CHRISTIE A. WEBB, CLERK OF TAZEWELL COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF THE BOARD MINUTES AT A MEETING HELD IN THE JUSTICE CENTER COMMUNITY ROOM IN THE CITY OF PEKIN, ILLINOIS ON JULY 14, 2010 AT 4:03 P.M. THE ORIGINALS OF WHICH ARE IN MY CUSTODY IN MY OFFICE AND THAT I AM THE LEGAL CUSTODIAN OF THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND AFFIXED THE SEAL OF THE SAID COUNTY AT MY OFFICE IN PEKIN, ILLINOIS
THIS 14TH DAY OF JULY, 2010.