

McHenry County Government Center
Adam Letendre, Director of Purchasing
Administration Building Room 200
Woodstock, IL 60098

August 21, 2019

ADDENDUM #1

**Bid #19-31 Oil, Grease & Related Products
Due August 28, 2019 by 2:00PM (CST)**

Additions & Clarifications to BID

Question #1:

What are the current prices for this bid?

Response:

Refer to the attached contract

All Other Terms and Conditions of the Bid Remain the Same

CONTRACT FOR PURCHASE OF OIL, GREASE, AND PETROLEUM PRODUCTS

This Contract for Purchase of Oil, Grease, and Petroleum Products (the "Agreement") is made and entered into this 18th day of January, 2019, by and between the COUNTY OF MCHENRY, ILLINOIS, a body politic, located at 2200 North Seminary Avenue, Woodstock, Illinois 60098 ("County") and Kelley Williamson Company, an Illinois Corporation, with its principal place of business located at 3901 Dawes Road, Rockford, Illinois 61102 ("Seller") and sets forth the terms and conditions under which County agrees to buy and Seller agrees to sell goods as buyer desires.

1. **Goods.** Under this Agreement for the purchase of goods, County agrees to purchase from Seller and Seller agrees to sell to County during December 1, 2018, through November 30, 2019, motor oils ("Group I") and miscellaneous petroleum products ("Group II") consistent with the description, specifications, and data attached hereto and incorporated herein, and at the following prices:

GROUP I		Term 12/1/18-11/30/19		
Item	Usage	Unit Cost	Total Cost	Brand Name
15w40 (CJ-4)	495 gal.	\$5.59	\$2565.81	KW Performance
10w30	110 gal.	\$4.42	\$486.20	KW Performance
5w30	110 gal.	\$4.64	\$510.40	KW Performance
10w20	110 gal.	\$5.10	\$561.00	KW Performance
5w20 Synth. Blend	110 gal.	\$4.56	\$501.60	KW Performance
10w30 CJ4	1595 gal.	\$10.32	\$16,460.40	KW Performance
10w30	1595 gal.	\$4.42	\$7049.90	KW Performance
5w20	1595 gal.	\$4.56	\$7273.20	KW Performance
10w20	1595 gal.	\$5.10	\$8134.50	KW Performance
TOTAL Cost (All Items):			\$43,543.01	

GROUP II		12/1/18-11/30/19		
Item	Usage	Unit Cost	Total Cost	Brand Name
Grease Cartridge (Moly)	180 ea.	\$3.63	\$653.40	Mobil

Hydraulic Oil 10wHTF	440 gal.	\$6.15	\$2706.00	KW Performance
Gear Lube 75W90	500 gal.	\$17.06	\$8530.00	KW Performance
Gear Lube 80W140	500 gal.	\$27.56	\$13,780.00	Mobil
Synthetic Hi- Temp Grease	1 cs.	\$7.06	\$70.60	Mobil
Windshield Washer Fluid, Blue 55 gal. drums	330 gal.	\$1.58	\$521.40	Champion
Windshield Washer Fluid, Red 55 gal. drums	220 gal.	\$1.93	\$424.60	Champion
Transmission Fluid	220 gal.	\$8.29	\$1823.80	KW Performance
Anti-freeze HD low silicate meets ASTM4985 50/50 mix.		\$5.57		Mobil
TOTAL Cost (All Items):			\$28,509.80	

Seller further agrees to deliver all items to all McHenry County Sheriff and McHenry County Division of Transportation ("MCDOT") locations, and to supply all tanks and pneumatic pumps as needed by the County. Seller further warrants that all tanks and pneumatic pumps are owned by the seller.

2. **Term and Termination.** This Agreement shall be effective and binding from the date of its execution until the last delivery of the quantity of Goods specified in this Agreement unless the parties otherwise agree in writing. Either party may terminate this Agreement upon thirty (30) days prior written notice to other party. Upon termination of this Agreement, Buyer shall pay to Seller, within thirty (30) days after the date of termination, all undisputed amounts owing to Seller hereunder.
3. **Price.** Seller shall submit an itemized invoice for the Goods. County shall pay to Seller the amount agreed upon no later than 30 days from receiving such invoice. County shall pay interest at the rate of 1 percent per month on accounts that are past due. County may withhold fees invoiced for Goods to the extent such fees are disputed in good faith and provided that County gives Seller written notice and explanation of the good faith dispute within thirty (30) days of receiving the invoice. The parties shall work together to resolve any such dispute prior to the next invoice. If one or more items on an invoice are disapproved, but not the entire invoice, then the portion that is not disapproved shall be timely paid by the County.

4. Delivery. Delivery shall be made by Seller as soon as possible after receipt of an order, generally within seven (7) working days from date of order. Normal delivery times are between 7:00 a.m. and 3:30 p.m., Monday through Friday. County and Seller may make arrangements for delivery at other hours, and on Saturday and Sunday, in order to insure timely delivery. All deliveries shall be made F.O.B. (freight prepaid) to McHenry County Division of Transportation, 16111 Nelson Road, Woodstock, IL 60098, or to the McHenry County Sheriff's Garage – Annex A, 2200 N. Seminary Avenue, Woodstock, IL 60098, as required.
5. Risk of Loss. The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of the Seller until the Goods have been received by County at the address shown in paragraph 4.
6. Acceptance. County will have the right to inspect the Goods upon receipt, and within 5 business days after delivery, County must give written notice to Seller of any claim for damages on account of condition, quality, or grade of the goods and County must specify the basis of the claim in detail. If the Goods or tender of delivery fail in any respect to conform to the provisions of this Agreement, County may reject the Goods upon written notice to Seller within 5 business days of receiving the Goods.

Seller may, at its option inspect the Goods at County's facility to confirm that the Goods do not conform. In the event the Goods do not conform to this Agreement, Seller, at its option, shall replace the Goods at its own expense or credit County the amount of the purchase price for the non-conforming Goods. Failure of County to comply with the conditions set forth in this Paragraph will constitute irrevocable acceptance of the Goods by County.

7. Warranty. Seller warrants that the Goods are new and free from substantive defects in workmanship and materials; that the Goods are fit for the ordinary purposes for which such Goods are intended to be used; and that the Goods conform to any promise or affirmations of fact made on their container or label, if any.
8. Limitation of Liability. In no event shall either party be liable for any special, indirect, incidental or consequential damages arising out of or connected with this Agreement or the Goods, regardless of whether a claim is based on contract, tort, strict liability or otherwise.
9. Notice. All notices and other communications required to be given under the Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered; (ii) three (3) business days after mailing, postage prepaid, by certified mail; or (iii) when delivered (and receipted for) by an overnight delivery service, addressed in each case to the parties at the addresses set forth in the first paragraph hereof.
10. Entire Agreement. This Agreement and any Service Order constitute the entire agreement between County and Seller. This Agreement supersedes all prior contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced in writing and signed by the party sought to be bound thereby.

11. Governing Law and Venue. The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.
12. Compliance With Laws. Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.
13. Non-Appropriation of Funds. This Agreement is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Agreement shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.
14. Force Majeure. Seller shall not be liable for its failure to perform its respective obligations under this Agreement when such failure is caused by acts of God, strikes, lockouts, fires, war conditions, political unrest, acts of terrorism, foreign or domestic governmental controls or other actions, embargoes or other causes beyond its control.
15. Waiver. Either Party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.
16. Severability. The invalidity or unenforceability of any particular word, phrase, sentence, paragraph or provision of this Agreement shall not affect the other words, phrases, sentences, paragraphs or provisions hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted and the remainder construed so as to give them meaningful and valid effect.
17. Miscellaneous. This Agreement shall be binding upon the parties and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

The County of McHenry

By: Adm m Letendre

Printed Name: Adam Letendre

Title: Purchasing Director

Date: 1-18-19

Kelley Williamson, Co.

By: David Beto

Printed Name: David Beto

Title: Sales Manager

Date: 1-18-19