



RESPONSIBLE BIDDER AFFIDAVIT

Vendor Name:	Campanella & Sons, Inc.	Federal Employer Tax Identification #:	36-2280211
Address:	39207 N Magnetics Blvd PO Box 32 Wadsworth, IL 60083		
Contact Person:	Suzanne Zupec	Contact Phone #:	847-336-9698

- ☐ That the bidder agrees to and shall comply with the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended, by Executive Order 11375, and has and shall comply with the Chapter 33 (Purchasing) of Title III of the Lake County Code of Ordinances, be amended to modify the definition of "Responsible Bidder or Offeror".
- ☐ That bidder has Certificates of insurance in accordance with general terms and condition of the invitation for bid.
- ☐ That bidder hereby certifies that it shall comply with the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq., as amended). All contractors and sub-contractors are required to turn in certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 et seq.
- ☐ That the bidder hereby certifies: [check all that apply]

X bidder has not received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.); **or**

_____ in the event any such notice has been received by bidder, a copy of any such notice is attached hereto; **or**

_____ in the event that bidder has received such a notice, any documentation demonstrating the resolution of any such notice is attached hereto (attach additional pages to explain how the matter has been resolved)

- ☐ All bidders must provide three (3) projects as detailed on the invitation for bid reference form.
- ☐ Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project prior to the subcontractor commencing work on the project.
- ☐ The bidder and all bidder's sub-contractors must participate in active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship for each of the trades of work contemplated under the awarded contract.
- ☐ Bidder must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Bidder will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680).

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these requirements, and that I agree to update this information if there are any related changes by submitting a new Responsible Bidder Affidavit.

Authorized Signature:		Title:	President
Printed Name:	Suzanne Zupec	Date:	5/26/2023

Vendors must insert "x" in the following box indicating exception and provide a brief narrative for exception. ☐

Lake Co. Stormwater Management Commission



VENDOR DISCLOSURE STATEMENT

Vendor Name:	Campanella & Sons, Inc.		
Address:	39207 N Magnetics Blvd PO Box 32 Wadsworth, IL 60083		
Contact Person:	Suzanne Zupec	Contact Phone #:	847-336-9698
Bid/RFP/SOI/Contract/Renewal:	Bid #2023004SMC		

Vendors wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form in advance of award. This disclosure statement is not required for utility companies regulated by the Illinois Commerce Commission or local units of government. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, executives, officers, account managers or other similar managerial positions of the vendor's company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, executive, officer, account manager, or other similar managerial position of the vendor to any county board member, county board chair, or countywide elected official within the last five years.

If there is nothing to report in a section, please state none in the appropriate space.

FAMILIAL RELATIONSHIPS

List names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor's company have a familial relationship and the nature of the relationship. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Name and Department/Agency of Lake County Employee/Public Official	Familial Relationship
N/A	

CAMPAIGN CONTRIBUTIONS

List campaign contributions that have been made within the last five years that exceed \$150 annually. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
Citizens for Chuck Bartels	Campanella & Sons, Inc.	Cash	\$500	9/27/2018

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at www.lakecountyil.gov.

The full text of the County's Ethics and Procurement policies and ordinances are available at www.lakecountyil.gov.

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	President
Printed Name:	Suzanne Zupec	Date:	5/26/2023

Vendors must insert "x" in the following box indicating exception and provide a brief narrative for exception. ☐



VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:	Bid #2023004SMC		
Vendor Name:	Campanella & Sons, Inc.		
Address:	39207 N Magnetics Blvd PO Box 32 Wadsworth, IL 60083		
Primary Contact Name:	Suzanne Zupec		
Primary Contact Email Address:	suzanne@campanellaandsons.com		
Primary Contact Phone Number:	847-336-9698		
Project Manager Name:	Peter Campanella, Jr.		
Project Manager Email Address:	pete@campanellaandsons.com		
Project Manager Phone Number:	847-336-9698		
# Years in Business:	68	Number of Employees:	55
Annual Sales:	\$ 23 Million	Dunn & Bradstreet #:	025403601
Vendor Certification Statement: Please identify all of the following that apply to the ownership of this firm. This information is collected for reporting purposes only and not vendor selection. Please include a copy of the certification. (Definitions are included on the second page of Vendor Certification Form).			
	Contractor certifies as a Minority – Business Enterprise (MBE)		
X	Contractor certifies as a Women Business Enterprise (WBE)		
	Contractor certifies as a Veteran-Owned (VBE) Business Enterprise		
	Contractor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)		
	Contractor certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise		
	Contractor certifies as a Business Enterprise Program (BEP)		
	Contractor certifies as a Small Disadvantaged Businesses (SDB)		
	Contractor certifies as a Veteran-Owned Small Business (VOSB)		
	Local Business		
	None		
Other (Specify)			
Certification Number:			
Certified by (Agency):			

I certify that this information is accurate to the best of my knowledge and that I am authorized to provide this information on behalf of my company.

 President
Signature, Title

Suzanne Zupec, President
Printed Name, Title

5/26/2023
Date

BASIS OF BID FORM

This Basis of Bid Form is to be submitted by Bidder, as an attachment to the Bid Form, for the project designated as the **Wildwood Area Stormwater Infrastructure Improvements**. It is to include an entry for each and every bid item listed, including all base bid items, all items “as ordered by Engineer,” if any, all additive bid items, if any, and all alternate bid items, if any, as well as a total bid, in both words and figures, as provided for below.

**BASIS OF BID FORM
FOR THE
Wildwood Area Stormwater Infrastructure Improvements**

The bid is to include a unit price for each and every unit price item, including all bid items, all “as ordered by engineer” items and a total bid. Bidder will perform all work specified or indicated in the bidding documents in accordance with terms and conditions of the bidding documents for the following price(s):

1. BASE BID ITEMS

ITEM	PAY CODE ITEM NO.	DESCRIPTION	UNIT	BASE BID QUANTITY	ALT. BID QUANTITY	TOTAL QUANTITY	UNIT PRICE	BASE BID PRICE	ALTERNATE BID PRICE	TOTAL EXTENDED BID PRICE
1	*20101000	TEMPORARY FENCE	LF	1117	550	1667	\$ 5.34	\$ 5,964.78	\$ 2,937.00	\$ 8,901.78
2	*20101200	TREE ROOT PRUNING	EA	3	13	16	\$ 220.00	\$ 660.00	\$ 2,860.00	\$ 3,520.00
3	*20101700	SUPPLEMENTAL WATERING	UNIT	40	10	50	\$ 0.10	\$ 4.00	\$ 1.00	\$ 5.00
4	20200100	EARTH EXCAVATION	CY	1087	0	1087	\$ 50.76	\$ 55,176.12	\$ 0.00	\$ 55,176.12
5	X0323265	REMOVE EXISTING RIPRAP	CY	25	0	25	\$ 49.13	\$ 1,228.25	\$ 0.00	\$ 1,228.25
6	*X0100025	TRENCH BACKFILL	CY	4219	258	4477	\$ 80.85	\$ 341,106.15	\$ 20,859.30	\$ 361,965.45
7	*21101615	TOPSOIL FURNISH AND PLACE, 4"	SY	9499	5032	14531	\$ 0.10	\$ 949.90	\$ 503.20	\$ 1,453.10
8	*X0100029	EXPLORATORY EXCAVATION	LF	500	0	500	\$ 50.60	\$ 25,300.00	\$ 0.00	\$ 25,300.00
9	*21400100	GRADING AND SHAPING DITCHES	LF	1108	1153	2261	\$ 17.52	\$ 19,412.16	\$ 20,200.56	\$ 39,612.72
10	*25000100	SEEDING, CLASS 1	SY	7478	5032	12510	\$ 4.85	\$ 36,268.30	\$ 24,405.20	\$ 60,673.50
11	*k1004572	SEEDING, SPECIAL - PRAIRIE	SY	754	0	754	\$ 4.85	\$ 3,656.90	\$ 0.00	\$ 3,656.90
12	*k1004572	SEEDING, SPECIAL - WET PRAIRIE	SY	156	0	156	\$ 4.85	\$ 756.60	\$ 0.00	\$ 756.60
13	*k1004572	SEEDING, SPECIAL - EMERGENT	SY	55	0	55	\$ 4.85	\$ 266.75	\$ 0.00	\$ 266.75
14	*25100630	EROSION CONTROL BLANKET (NAG S75)	SY	8463	5032	13495	\$ 1.65	\$ 13,963.95	\$ 8,302.80	\$ 22,266.75

Wildwood Area Stormwater Infrastructure Improvements Bidding Documents
BASIS OF BID FORM

ITEM	PAY CODE ITEM NO.	DESCRIPTION	UNIT	BASE BID QUANTITY	ALT. BID QUANTITY	TOTAL QUANTITY	UNIT PRICE	BASE BID PRICE	ALTERNATE BID PRICE	TOTAL EXTENDED BID PRICE
15	*25100630	EROSION CONTROL BLANKET (NAG C325)	SY	25	0	25	\$ 11.00	\$ 275.00	\$ 0.00	\$ 275.00
16	*25200100	SODDING	SY	930	0	930	\$ 17.60	\$ 16,368.00	\$ 0.00	\$ 16,368.00
17	*25200110	SODDING, (SALT TOLERANT)	SY	106	0	106	\$ 22.00	\$ 2,332.00	\$ 0.00	\$ 2,332.00
18	D2003772	EVERGREEN - THUJA OCCIDENTALS (AMERICAN ARBORITAE) 6' HEIGHT BALLED AND BURLAPPED	EA	14	0	14	\$ 495.00	\$ 6,930.00	\$ 0.00	\$ 6,930.00
19	C2C020G3	SHRUB, CORNUS STOLONIFERA (RED OSIER DOGWOOD), CONTAINER GROWN, 3-GALLON	EA	0	2	2	\$ 82.50	\$ 0.00	\$ 165.00	\$ 165.00
20	C2005336	SHRUB, PRUNUS AMERICANA (AMERICAN PLUM), 3' HEIGHT, BALLED AND BURLAPPED	EA	0	2	2	\$ 82.50	\$ 0.00	\$ 165.00	\$ 165.00
21	A2001220	TREE, ACER RUBRUM (SUNSET MAPLE) 2-1/2" CALIPER, BALLED AND BURLAPPED	EA	0	4	4	\$ 715.00	\$ 0.00	\$ 2,860.00	\$ 2,860.00
22	A2007251	TREE, ROBINA PSEUDOACACIA (CHICAGO BLUE BLACK LOCUST), 2-1/2" CALIPER, BALLED AND BURLAPPED	EA	1	0	1	\$ 770.00	\$ 770.00	\$ 0.00	\$ 770.00
23	A2008517	TREE, ULMUS JAPONICA X WILSONIANA MORTON (ACCOLADE ELM, 2-1/2", BALLED AND BURLAPPED	EA	0	1	1	\$ 715.00	\$ 0.00	\$ 715.00	\$ 715.00
24	*28000400	PERIMETER EROSION BARRIER (SILT FENCE)	LF	783	400	1183	\$ 4.40	\$ 3,445.20	\$ 1,760.00	\$ 5,205.20
25	*Z0013797	STABILIZED TEMPORARY CONSTRUCTION ENTRANCE	CY	2	1	3	\$ 574.01	\$ 1,148.02	\$ 574.01	\$ 1,722.03
26	*28000510	INLET PROTECTION	EA	82	39	121	\$ 255.00	\$ 20,910.00	\$ 9,945.00	\$ 30,855.00
27	*X0326243	SEDIMENT CONTROL - SILT CURTAIN	LS	50	0	50	\$ 117.85	\$ 5,892.50	\$ 0.00	\$ 5,892.50
28	*28100101	STONE RIPRAP, CLASS A1	SY	84	0	84	\$ 136.86	\$ 11,496.24	\$ 0.00	\$ 11,496.24
29	*28100105	STONE RIPRAP, CLASS A3	SY	50	0	50	\$ 176.85	\$ 8,842.50	\$ 0.00	\$ 8,842.50
30	*28100107	STONE RIPRAP, CLASS A4	SY	56	0	56	\$ 168.61	\$ 9,442.16	\$ 0.00	\$ 9,442.16

Wildwood Area Stormwater Infrastructure Improvements Bidding Documents
BASIS OF BID FORM

ITEM	PAY CODE ITEM NO.	DESCRIPTION	UNIT	BASE BID QUANTITY	ALT. BID QUANTITY	TOTAL QUANTITY	UNIT PRICE	BASE BID PRICE	ALTERNATE BID PRICE	TOTAL EXTENDED BID PRICE
31	*28100109	STONE RIPRAP, CLASS A5	SY	133	0	133	\$ 190.40	\$ 25,323.20	\$ 0.00	\$ 25,323.20
32	*35101400	AGGREGATE BASE COURSE, TYPE B	TON	760	15	775	\$ 35.78	\$ 27,192.80	\$ 536.70	\$ 27,729.50
33	*40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	863	162	1025	\$ 35.78	\$ 30,878.14	\$ 5,796.36	\$ 36,674.50
34	40800029	BITUMINOUS MATERIALS (TACK COAT)	LBS	1622	8277	9899	\$ 1.15	\$ 1,865.30	\$ 9,518.55	\$ 11,383.85
35	40603200	POLYMERIZED HMA BINDER COURSE, IL-4.75, N50	TON	22	773	795	\$ 127.70	\$ 2,809.40	\$ 98,712.10	\$ 101,521.50
36	*40604010	HOT-MIX ASPHALT SURFACE COURSE, MIX D, IL-9.5FG, N50	TON	412	1544	1956	\$ 101.30	\$ 41,735.60	\$ 156,407.20	\$ 198,142.80
37	*X0327890	DRIVEWAY REMOVAL AND REPLACEMENT, HMA, 2"	SY	1589	426	2015	\$ 55.01	\$ 87,410.89	\$ 23,434.26	\$ 110,845.15
38	*X0327890	DRIVEWAY REMOVAL AND REPLACEMENT, PCC, 6"	SF	0	534	534	\$ 24.95	\$ 0.00	\$ 13,323.30	\$ 13,323.30
39	*42400200	PCC SIDEWALK 5 INCH	SF	486	0	486	\$ 17.60	\$ 8,553.60	\$ 0.00	\$ 8,553.60
40	*42400800	DETECTABLE WARNINGS	EA	46	0	46	\$ 50.00	\$ 2,300.00	\$ 0.00	\$ 2,300.00
41	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	513	17876	18389	\$ 3.30	\$ 1,692.90	\$ 58,990.80	\$ 60,683.70
42	44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SY	7	0	7	\$ 100.00	\$ 700.00	\$ 0.00	\$ 700.00
43	44000500	COMBINATION CURB AND GUTTER REMOVAL	LF	596	46	642	\$ 6.85	\$ 4,082.60	\$ 315.10	\$ 4,397.70
44	*44000600	SIDEWALK REMOVAL	SF	486	0	486	\$ 2.54	\$ 1,234.44	\$ 0.00	\$ 1,234.44
45	*44201723	CLASS D PATCHES, 6" (SPECIAL)	SY	3042	61	3103	\$ 97.97	\$ 298,024.74	\$ 5,976.17	\$ 304,000.91
46	*44201771	CLASS D PATCHES, 10" (SPECIAL)	SY	116	0	116	\$ 142.65	\$ 16,547.40	\$ 0.00	\$ 16,547.40
47	*48101200	AGGREGATE SHOULDER TYPE B	TON	61	207	268	\$ 40.32	\$ 2,459.52	\$ 8,346.24	\$ 10,805.76
48	*50100100	REMOVAL OF EXISTING STRUCTURES	EA	26	22	48	\$ 350.00	\$ 9,100.00	\$ 7,700.00	\$ 16,800.00
49	Z0029604	HEADWALL TO BE REMOVED	EA	3	0	3	\$ 350.00	\$ 1,050.00	\$ 0.00	\$ 1,050.00

Wildwood Area Stormwater Infrastructure Improvements Bidding Documents
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50	*50201101	SANDBAG COFFERDAM	Ea	1	0	1	\$ 12,222.16	\$ 12,222.16	\$ 0.00	\$ 12,222.16
51	54213666	PRC FLARED END SECIONS 21" WITH GRATE	EA	1	0	1	\$ 2,993.02	\$ 2,993.02	\$ 0.00	\$ 2,993.02
52	54213669	PRC FLARED END SECIONS 24" WITH GRATE	EA	1	0	1	\$ 3,110.32	\$ 3,110.32	\$ 0.00	\$ 3,110.32
53	54214527	PRC FLARED END SECIONS, 42" ER WITH GRATE	EA	1	0	1	\$ 5,668.22	\$ 5,668.22	\$ 0.00	\$ 5,668.22
54	x5421550	METAL END SECTION, 15"	EA	38	18	56	\$ 307.95	\$ 11,702.10	\$ 5,543.10	\$ 17,245.20
55	54205050	PIPE CULVERT 15" CMP	LF	527	233	760	\$ 76.88	\$ 40,515.76	\$ 17,913.04	\$ 58,428.80
56	54204405	FLUSH INLET BOX	EA	5	1	6	\$ 8,193.02	\$ 40,965.10	\$ 8,193.02	\$ 49,158.12
57	*X5030015	OUTLET STRUCTURE	EA	1	0	1	\$ 20,707.03	\$ 20,707.03	\$ 0.00	\$ 20,707.03
58	X5509900	ABANDON AND FILL EXISTING STORM SEWER	LF	487	0	487	\$ 25.00	\$ 12,175.00	\$ 0.00	\$ 12,175.00
59	X0326712	ABANDON AND FILL EXISTING SANITARY SEWER	LF	45	0	45	\$ 25.00	\$ 1,125.00	\$ 0.00	\$ 1,125.00
60	*55100200	STORM SEWER REMOVAL 6"	LF	20	145	165	\$ 4.24	\$ 84.80	\$ 614.80	\$ 699.60
61	*55100400	STORM SEWER REMOVAL 10"	LF	285	306	591	\$ 8.20	\$ 2,337.00	\$ 2,590.20	\$ 4,846.20
62	*55100500	STORM SEWER REMOVAL 12"	LF	1004	486	1490	\$ 14.10	\$ 14,156.40	\$ 6,852.60	\$ 21,009.00
63	*55100700	STORM SEWER REMOVAL 15"	LF	138	508	646	\$ 14.53	\$ 2,005.14	\$ 7,381.24	\$ 9,386.38
64	*55101200	STORM SEWER REMOVAL 24"	LF	16	0	16	\$ 52.13	\$ 834.08	\$ 0.00	\$ 834.08
65	*55106005	STORM SEWER 4" (TYPE 1, PVC SDR 26)	LF	45	0	45	\$ 65.26	\$ 2,936.70	\$ 0.00	\$ 2,936.70
66	*55106015	STORM SEWER 8" (TYPE 1, PVC SDR 26)	LF	15	0	15	\$ 121.20	\$ 1,818.00	\$ 0.00	\$ 1,818.00
67	*Z0056608	STORM SEWER 12" (TYPE 1, PVC C900)	LF	0	383	383	\$ 121.03	\$ 0.00	\$ 46,354.49	\$ 46,354.49
68	*55106025	STORM SEWER 12" (TYPE 1, PVC SDR 26)	LF	240	147	387	\$ 142.26	\$ 34,142.40	\$ 20,912.22	\$ 55,054.62

Wildwood Area Stormwater Infrastructure Improvements Bidding Documents
BASIS OF BID FORM

ITEM	PAY CODE ITEM NO.	DESCRIPTION	UNIT	BASE BID QUANTITY	ALT. BID QUANTITY	TOTAL QUANTITY	UNIT PRICE	BASE BID PRICE	ALTERNATE BID PRICE	TOTAL EXTENDED BID PRICE
69	*55106025	STORM SEWER 12" (TYPE 1, RCCP)	LF	531	0	531	\$ 72.24	\$ 38,359.44	\$ 0.00	\$ 38,359.44
70	*55106025	STORM SEWER 12" (TYPE 2, RCCP)	LF	58	23	81	\$ 86.72	\$ 5,029.76	\$ 1,994.56	\$ 7,024.32
71	*55106035	STORM SEWER 15" (TYPE 1, RCCP)	LF	35	0	35	\$ 140.20	\$ 4,907.00	\$ 0.00	\$ 4,907.00
72	*55106035	STORM SEWER 15" (TYPE 2, RCCP)	LF	0	35	35	\$ 140.20	\$ 0.00	\$ 4,907.00	\$ 4,907.00
73	*55106035	STORM SEWER 15" (TYPE 1, PVC SDR 26)	LF	42	45	87	\$ 129.66	\$ 5,445.72	\$ 5,834.70	\$ 11,280.42
74	*Z0056611	STORM SEWER 16" (TYPE 1, PVC C900)	LF	0	83	83	\$ 192.40	\$ 0.00	\$ 15,969.20	\$ 15,969.20
75	*Z0056611	STORM SEWER 16" (TYPE 2, PVC C900)	LF	0	265	265	\$ 174.66	\$ 0.00	\$ 46,284.90	\$ 46,284.90
76	*55106045	STORM SEWER 18" (TYPE 2, PVC SDR 26)	LF	0	765	765	\$ 193.50	\$ 0.00	\$ 148,027.50	\$ 148,027.50
77	*Z0056612	STORM SEWER 18" (TYPE 2, PVC C900)	LF	0	281	281	\$ 193.70	\$ 0.00	\$ 54,429.70	\$ 54,429.70
78	*55106055	STORM SEWER 21" (TYPE 1, PVC PS46)	LF	189	0	189	\$ 231.38	\$ 43,730.82	\$ 0.00	\$ 43,730.82
79	*Z0056616	STORM SEWER 24" (TYPE 1, PVC C900)	LF	100	0	100	\$ 301.72	\$ 30,172.00	\$ 0.00	\$ 30,172.00
80	*55106060	STORM SEWER 24" (TYPE 2, PVC C900)	LF	0	35	35	\$ 333.21	\$ 0.00	\$ 11,662.35	\$ 11,662.35
81	*55106060	STORM SEWER 24" (TYPE 1, PVC PS46)	LF	405	0	405	\$ 215.36	\$ 87,220.80	\$ 0.00	\$ 87,220.80
82	*55106060	STORM SEWER 24" (TYPE 1, RCCP)	LF	488	0	488	\$ 135.53	\$ 66,138.64	\$ 0.00	\$ 66,138.64
83	*55106060	STORM SEWER 24" (TYPE 2, RCCP)	LF	672	0	672	\$ 124.96	\$ 83,973.12	\$ 0.00	\$ 83,973.12
84	*55106080	STORM SEWER 36" (TYPE 2, RCCP)	LF	503	0	503	\$ 175.21	\$ 88,130.63	\$ 0.00	\$ 88,130.63
85	*55106090	STORM SEWER 42" (TYPE 1, RCCP)	LF	30	0	30	\$ 231.55	\$ 6,946.50	\$ 0.00	\$ 6,946.50
86	*55106090	STORM SEWER 42" (TYPE 2, RCCP)	LF	1080	0	1080	\$ 240.98	\$ 260,258.40	\$ 0.00	\$ 260,258.40
87	*550A5500	STORM SEWER 42" (TYPE 2, RCEP)	LF	549	0	549	\$ 243.44	\$ 133,648.56	\$ 0.00	\$ 133,648.56

Wildwood Area Stormwater Infrastructure Improvements Bidding Documents
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88	*56100700	WATER MAIN, C900, 8"	LF	38	0	38	\$ 305.37	\$ 11,604.06	\$ 0.00	\$ 11,604.06
89	X5610708	WATER MAIN REMOVAL, 8"	LF	38	0	38	\$ 14.45	\$ 549.10	\$ 0.00	\$ 549.10
90	X1200246	WATER MAIN CASING PIPE, 16"	LF	26	0	26	\$ 281.36	\$ 7,315.36	\$ 0.00	\$ 7,315.36
91	*56105000	WATER VALVE 8"	EA	2	0	2	\$ 3,114.01	\$ 6,228.02	\$ 0.00	\$ 6,228.02
92	*	TELEVISIONING OF EXISTING SANITARY SEWERS TO LOCATE SERVICE CONNECTIONS	LF	4000	0	4000	\$ 6.50	\$ 26,000.00	\$ 0.00	\$ 26,000.00
93	*X0324878	SANITARY SERVICE TO BE ADJUSTED	LF	608	60	668	\$ 61.41	\$ 37,337.28	\$ 3,684.60	\$ 41,021.88
94	X0324878	SANITARY SEWER CROSSING	EA	4	0	4	\$ 500.00	\$ 2,000.00	\$ 0.00	\$ 2,000.00
95	*X5620128	ADJUSTING WATER SERVICE LINES	LF	417	0	417	\$ 74.73	\$ 31,162.41	\$ 0.00	\$ 31,162.41
96	*X0100025	FLOWABLE FILL - CLSM	CY	106	0	106	\$ 251.99	\$ 26,710.94	\$ 0.00	\$ 26,710.94
97	*60200705	CATCH BASINS, TYPE A, 4'-DIA, TYPE 6 FRAME AND GRATE (RD)	EA	2	0	2	\$ 4,330.97	\$ 8,661.94	\$ 0.00	\$ 8,661.94
98	*60202405	CATCH BASINS, TYPE A, 4'-DIA, NEENAH R-4342	EA	1	0	1	\$ 4,330.97	\$ 4,330.97	\$ 0.00	\$ 4,330.97
99	*60205605	CATCH BASINS, TYPE A, 5'-DIA, NEENAH R-4342	EA	1	0	1	\$ 5,608.02	\$ 5,608.02	\$ 0.00	\$ 5,608.02
100	*60218300	MANHOLES, TYPE A, 4'-DIA, TYPE 1 FRAME, OPEN LID (RD)	EA	2	6	8	\$ 5,089.97	\$ 10,179.94	\$ 30,539.82	\$ 40,719.76
101	*60218900	MANHOLES, TYPE A, 4'-DIA, TYPE 6 FRAME AND GRATE (RD)	EA	2	3	5	\$ 5,089.97	\$ 10,179.94	\$ 15,269.91	\$ 25,449.85
102	*60219000	MANHOLES, TYPE A, 4'-DIA, TYPE 8 GRATE (RD)	EA	0	2	2	\$ 5,089.97	\$ 0.00	\$ 10,179.94	\$ 10,179.94
103	*60220200	MANHOLES, TYPE A, 4'-DIA, NEENAH R-4342 GRATE (RD)	EA	0	10	10	\$ 5,089.97	\$ 0.00	\$ 50,899.70	\$ 50,899.70
104	*60221000	MANHOLES, TYPE A, 5'-DIA, TYPE 1 FRAME, OPEN LID (RD)	EA	5	0	5	\$ 5,303.27	\$ 26,516.35	\$ 0.00	\$ 26,516.35
105	*60222900	MANHOLES, TYPE A, 5'-DIA, NEENAH R-4342 GRATE (RD)	EA	3	0	3	\$ 5,303.27	\$ 15,909.81	\$ 0.00	\$ 15,909.81
106	*60223700	MANHOLES, TYPE A, 6'-DIA, TYPE 1 FRAME, OPEN LID (RD)	EA	2	0	2	\$ 11,644.23	\$ 23,288.46	\$ 0.00	\$ 23,288.46

Wildwood Area Stormwater Infrastructure Improvements Bidding Documents
BASIS OF BID FORM

ITEM	PAY CODE ITEM NO.	DESCRIPTION	UNIT	BASE BID QUANTITY	ALT. BID QUANTITY	TOTAL QUANTITY	UNIT PRICE	BASE BID PRICE	ALTERNATE BID PRICE	TOTAL EXTENDED BID PRICE
107	*60223700	MANHOLES, TYPE A, 6'-DIA, TYPE 1 FRAME, OPEN LID	EA	2	0	2	\$ 11,644.23	\$ 23,288.46	\$ 0.00	\$ 23,288.46
108	*60224002	MANHOLES, TYPE A, 6'-DIA, TYPE 6 FRAME AND GRATE (RD)	EA	1	0	1	\$ 11,644.23	\$ 11,644.23	\$ 0.00	\$ 11,644.23
109	*60224075	MANHOLES, TYPE A, 6'-DIA, NEENAH R-4342 GRATE (RD)	EA	1	0	1	\$ 11,644.23	\$ 11,644.23	\$ 0.00	\$ 11,644.23
110	*60224457	MANHOLES, TYPE A, 8'-DIA, TYPE 1 FRAME, OPEN LID (RD)	EA	2	0	2	\$ 11,651.04	\$ 23,302.08	\$ 0.00	\$ 23,302.08
111	*60224457	MANHOLES, TYPE A, 8'-DIA, TYPE 1 FRAME, OPEN LID	EA	2	0	2	\$ 11,661.04	\$ 23,322.08	\$ 0.00	\$ 23,322.08
112	*60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EA	0	1	1	\$ 1,614.26	\$ 0.00	\$ 1,614.26	\$ 1,614.26
113	*60236100	INLETS, TYPE A, TYPE 6 FRAME AND GRATE	EA	4	2	6	\$ 2,056.13	\$ 8,224.52	\$ 4,112.26	\$ 12,336.78
114	*60238800	INLETS, TYPE A, NEENAH R-2595-A FRAME	EA	0	1	1	\$ 1,628.19	\$ 0.00	\$ 1,628.19	\$ 1,628.19
115	*60238800	INLETS, TYPE A, NEENAH R-3205 FRAME	EA	2	0	2	\$ 1,628.19	\$ 3,256.38	\$ 0.00	\$ 3,256.38
116	*60238800	INLETS, TYPE A, NEENAH R-4342 GRATE	EA	9	5	14	\$ 1,628.19	\$ 14,653.71	\$ 8,140.95	\$ 22,794.66
117	*60255500	MANHOLES TO BE ADJUSTED	EA	0	1	1	\$ 880.00	\$ 0.00	\$ 880.00	\$ 880.00
118	*60603800	COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12	LF	0	36	36	\$ 52.00	\$ 0.00	\$ 1,872.00	\$ 1,872.00
119	*60608300	COMBINATION CONCRETE CURB & GUTTER, TYPE M-2.12	LF	596	10	606	\$ 51.15	\$ 30,485.40	\$ 511.50	\$ 30,996.90
120	*X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LS	1	0	1	\$ 185,720.00	\$ 185,720.00	\$ 0.00	\$ 185,720.00
121	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	LF	0	3215	3215	\$ 2.20	\$ 0.00	\$ 7,073.00	\$ 7,073.00
122	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	LF	96	74	170	\$ 3.30	\$ 316.80	\$ 244.20	\$ 561.00
123	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	LF	0	15	15	\$ 11.00	\$ 0.00	\$ 165.00	\$ 165.00
124	X7240505	REMOVE & REPLACE SIGN	EA	0	1	1	\$ 350.00	\$ 0.00	\$ 350.00	\$ 350.00
125	*Z0077805	REMOVE & REPLACE WOOD POST	EA	1	0	1	\$ 500.00	\$ 500.00	\$ 0.00	\$ 500.00

Wildwood Area Stormwater Infrastructure Improvements Bidding Documents
BASIS OF BID FORM

ITEM	PAY CODE ITEM NO.	DESCRIPTION	UNIT	BASE BID QUANTITY	ALT. BID QUANTITY	TOTAL QUANTITY	UNIT PRICE	BASE BID PRICE	ALTERNATE BID PRICE	TOTAL EXTENDED BID PRICE
126	X6640100	CHAIN LINK FENCE REMOVAL	FT	15	100	115	\$ 10.00	\$ 150.00	\$ 1,000.00	\$ 1,150.00
127	*X2200020	REMOVE & REPLACE WOOD FENCE	FT	117	81	198	\$ 133.75	\$ 15,648.75	\$ 10,833.75	\$ 26,482.50
128	*X2200020	REMOVE & REPLACE SPLIT RAIL FENCE	FT	65	0	65	\$ 225.35	\$ 14,647.75	\$ 0.00	\$ 14,647.75
129	*X2200020	REMOVE & REPLACE VINYL FENCE	FT	57	0	57	\$ 254.25	\$ 14,492.25	\$ 0.00	\$ 14,492.25
130	*X0327902	REMOVE AND REPLACE MAILBOXES	EA	13	0	13	\$ 465.00	\$ 6,045.00	\$ 0.00	\$ 6,045.00
131	*	REMOVE, SALVAGE & REINSTALL A/C CONDENSER AND 4" CONC. PAD (33560 N Mill)	LS	1	0	1	\$ 2,500.00	\$ 2,500.00	\$ 0.00	\$ 2,500.00
132	*	REMOVE, SALVAGE & REINSTALL A/C CONDENSER AND 4" CONC. PAD (33551 N. Greentree Road)	LS	1	0	1	\$ 2,500.00	\$ 2,500.00	\$ 0.00	\$ 2,500.00
133	*	SHED - SALVAGE, RELOCATE AND REINSTALL (33571 N Greentree)	LS	1	0	1	\$ 3,500.00	\$ 3,500.00	\$ 0.00	\$ 3,500.00
134	*	REMOVE, SALVAGE & REPLACE REFLECTORS	LS	1	0	1	\$ 500.00	\$ 500.00	\$ 0.00	\$ 500.00
135	*	POROUS PARKWAY AREAS 24" AMENDED SOIL, 18" CA-7, GEOTECHNICAL FABRIC	SY	588	0	588	\$ 104.88	\$ 61,669.44	\$ 0.00	\$ 61,669.44
136	*	6" UNDERDRAIN (PERFORATED PIPE W/FABRIC & CLEANOUTS)	FT	923	0	923	\$ 20.20	\$ 18,644.60	\$ 0.00	\$ 18,644.60
137	*	SHORELINE PROTECTION	FT	90	0	90	\$ 127.60	\$ 11,484.00	\$ 0.00	\$ 11,484.00
138	*	FIREPIT AREA REPLACEMENT (4" LIMESTONE SCREENING AND CONCRETE BLOCK PIT (33672 N Greentree)	LS	0	1	1	\$ 5,300.00	\$ 0.00	\$ 5,300.00	\$ 5,300.00
139	*	RAISE GARDEN W/RAILROAD TIE BOARDER AND AMENDED SOIL (18082 W Manitowoc)	EA	0	1	1	\$ 5,500.00	\$ 0.00	\$ 5,500.00	\$ 5,500.00
140	*	PRECAST CONCRETE WALKWAY REMOVE, SALVAGE & REPLACEMENT (33571 N Greentree)	LS	1	0	1	\$ 5,090.00	\$ 5,090.00	\$ 0.00	\$ 5,090.00
141	*X0320050	CONSTRUCTION LAYOUT	LS	1	0	1	\$ 10,000.00	\$ 10,000.00	\$ 0.00	\$ 10,000.00
142	*	ITEMS AS ORDERED BY ENGINEERING	EA	1	0	1	\$ 200,000.00	\$ 200,000.00	\$ 0.00	\$ 200,000.00

Wildwood Area Stormwater Infrastructure Improvements Bidding Documents
BASIS OF BID FORM

*Pay Item identified in Technical Specification Section	BASE BID PRICE	ALTERNATE BID PRICE	TOTAL EXTENDED BID PRICE
SUBTOTALS	3,175,797.91	1,050,492.55	4,226,290.46

Bidder's total bid for the work, which is the sum of the Bidder's extended price(s) for the base bid items and items "as ordered by Engineer," is:

**TOTAL BASE BID
(IN FIGURES):** \$3,175,797.91

**TOTAL BASE BID
(IN WORDS):** Three Million One Hundred Seventy-Five Thousand Seven Hundred Ninety-Seven Dollars and Ninety-One Cents

**TOTAL EXTENDED BID
(IN FIGURES):** \$4,226,290.46

**TOTAL EXTENDED BID
(IN WORDS):** Four Million Two Hundred Twenty-Six Thousand Two Hundred Ninety Dollars and Forty-Six Cents

ARTICLE 1 –

Bidder acknowledges that the estimated quantities of items of unit price work included on this Basis of Bid Form are not guaranteed and are provided solely for the purposes of comparing bids, establishing pay item unit prices, and determining an initial contract price. In accordance with the proposed contract documents, payment to the successful bidder will be based upon the actual quantities of work performed, the acceptance of such work and the determination of such quantities to be made by the Engineer in accordance with the contract documents.

NOTE TO BIDDERS: Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your bid to be disqualified.

If a bid includes any exceptions, Bidders must insert an "X" in the following box indicating a bid submission with exceptions.

Contract Documents
CONSTRUCTION SERVICES AGREEMENT
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and
Contractor Name
for the
WILDWOOD AREA STORMWATER INFRASTRUCTURE IMPROVEMENTS

This is an Agreement (hereinafter called Contract Documents), by and between the Lake County Stormwater Management Commission, 500 W. Winchester Road, Suite 201, Libertyville, Illinois 60048 (hereinafter called Owner) and Contractor Name, Contractor Address(hereinafter called Contractor), for the project designated as the **Wildwood Area Stormwater Infrastructure Improvements**.

6. PROJECT

The Project, for which the Work described in the Contract Documents may be the whole or only a part, is generally described as follows:

The **Wildwood Area Stormwater Infrastructure Improvements** is located within Wildwood, an unincorporated community bordered by Gages Lake Road, Belvidere Road (IL-120) and U.S. Route 45, within the Warren Township Road District in Lake County, Illinois.

7. WORK

Contractor shall perform all Work specified or indicated in these Contract Documents for the Contract Price and within the Contract Times indicated therein and in accordance with all other terms and conditions of the Contract Documents. The Work, which is described in detail in the Contract Documents, is generally described as follows:

This Project, designated as the **Wildwood Area Stormwater Infrastructure Improvements**, project includes the installation of approximately 6,800 LF of storm sewer of various sizes, ranging from 6" to 42". The work also includes the pavement patching, HMA surface removal and HMA surface course as well as roadway drainage structures, adjacent appurtenances, earth excavation, grading, and shaping of swales along with related ancillary work. The work also includes the carrying out of all duties and obligations and the furnishing of all labor, material, tools, equipment, and other incidentals necessary or convenient to the successful completion of the project. The Lake County Stormwater Management Commission (SMC) has received Federal grant funding for the restoration Work for this Project.

8. CONTRACT TIMES

Contractor shall complete all Work in accordance with terms and conditions of these Contract Documents within the dates and times determined pursuant to Paragraphs 3(a), 3(b), and 3(c) below.

- (a) Time is of the Essence. All dates and times for milestones, Substantial Completion, and final completion and readiness for final payment described in these Contract Documents are of the essence of this Agreement.
- (b) Dates for Substantial Completion and Final Completion. In accordance with Article SP108.01 of the Special Provisions, the Work will be substantially completed, as described in Article 105.17 of the General Specifications, on **November 17, 2023**, or before, and will be completed and ready for final payment, as described in Article 109.09

of the General Specifications, on **JUNE 30, 2024**, or before. Acceptance of and payment for the Work shall occur in accordance with the applicable provisions of these Contract Documents.

- (c) Liquidated Damages. Contractor recognizes that time is of the essence for completion of these Contract Documents, as stated in Paragraph 3(a) above, and that Owner will suffer financial loss if the Work is not completed within the dates and times specified in Paragraph 3(b) above, or any extensions thereof agreed to in writing by Owner in accordance with Article 108.10 of the General Specifications. Contractor and Owner also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed within the dates and times specified in Paragraph 3(b) above, or any extensions thereof agreed to in writing by Owner. Accordingly, Contractor and Owner agree that Contractor shall pay Owner, as liquidated damages, but not as a penalty, the amount shown in the schedule of deductions provided in Article 108.11 of the General Specifications for each day that expires after the date and time specified in Paragraph 3(b) above for Substantial Completion, or any extensions thereof agreed to in writing by Owner, until the Work is substantially complete.

Following Substantial Completion of the Work, if Contractor shall neglect, refuse, or fail to complete the remaining Work by the date and time specified in Paragraph 3(b) above for final completion, or any extensions thereof agreed to in writing by Owner, Contractor and Owner agree that Contractor shall pay Owner, as liquidated damages, but not as a penalty, the amount shown in the schedule of deductions provided in Article 108.11 of the General Specifications for each day that expires after the date and time specified in Paragraph 3(b) above for final completion, or any extensions thereof agreed to in writing by Owner, until the Work is complete and ready for final payment.

9. CONTRACT PRICE

Owner shall pay Contractor for all Work completed in accordance with terms and conditions of the Contract Documents an amount determined pursuant to Paragraphs 4(a), 4(b), and 4(c) below.

- (a) Owner shall pay Contractor for all quantities of Work completed in accordance with terms and conditions of the Contract Documents at the unit prices stated on the Contractor's Basis of Bid Form, which, as specified in Paragraph 7 below, is attached as a Contract Document. The Contractor's Total Bid of Base Bid Items [\$2,047,015.65], which is stated on the Contractor's Basis of Bid Form, plus the Contractor's bid for any additive bid items selected for inclusion in the Work, such bid being [\$257,223.40], represents the initial Contract Price of [\$2,304,239.05].
- (b) The estimated quantities of Work stated on the Contractor's Basis of Bid Form and the Contract Price set forth above are not guaranteed and are provided herein for the purposes of establishing Pay Item unit prices, the initial Contract Price, and the value of the Contract Security (i.e., performance bond, payment bond) to be provided by the Contractor. In accordance with the Contract Documents, payment to Contractor will be based upon the actual quantities of Work performed by Contractor, the acceptance of such Work and the determination of such quantities to be made by the Owner in accordance with the Contract Documents.
- (c) Any and all items listed in the Contract Documents as items "as ordered by Engineer" are contingent work items that may be selected for inclusion in the Work during the performance of the work at the sole discretion of the Owner. Owner may choose not to include in the Work any or all of the items listed in the Contract Documents as items "as ordered by Engineer."

10. PAYMENT PROCEDURES

Owner shall pay Contractor for all Work completed in accordance with terms and conditions of the Contract Documents in accordance with the procedures described below.

1. Progress Payment Requests. During performance of the Work, Contractor shall submit to Owner, on approximately a monthly basis, applications for payment prepared in accordance with Article 109.08 of the

General Specifications, unless, otherwise directed based on Project funding requirements. Applications for payment will be processed by the Owner in accordance with the applicable provisions of the Contract Documents.

The following documents are required to be submitted with each Application for Payment in addition to those listed in Article 109.08 of the General Specifications:

- i. Pay Application
- ii. Certified Payrolls
- iii. Lien Waivers
- iv. Contractor Affidavit
- v. Documentation as required for compliance with Illinois Works Jobs Program Acts (30 ILCS 559/Art. 20)
- vi. BEP Partial Waiver of Lien

(a) Progress Payments and Retainage. During performance of the Work, in response to Contractor's Applications for Payment, Owner shall make, on approximately a monthly basis, progress payments, as described in Paragraph 5(b)(1) below, to Contractor. All such progress payments will be made based upon the actual quantities of Work completed in accordance with terms and conditions of the Contract Documents and upon the Contractor's Schedule of Values prepared in accordance with Article 108.02 of the General Specifications.

(i) Prior to Substantial Completion of the Work, progress payments will be made in an amount equal to the value of 90 percent (90%) of the Work completed, less the sum of payments previously made and less such amounts as Owner may withhold in accordance with Article 109.08 of the General Specifications, including, but not limited to, liquidated damages.

(ii) Upon Substantial Completion of the Work, Owner shall pay Contractor an amount sufficient to increase the sum of the payments made to Contractor to the value of 100 percent (100%) of the Work completed, less such amounts as Owner may withhold in accordance with Article 109.08 of the General Specifications, including, but not limited to, liquidated damages, and less 200 percent (200%) of the estimated value of any Work to be completed or corrected before final inspection and payment, as shown on the list of such items attached to the certificate of Substantial Completion.

(b) Final Payment. Upon final completion of the Work, as described in Article 109.09 of the General Specifications, Contractor shall submit to Owner a final Application for Payment prepared in accordance with Article 109.09 of the General Specifications. In response to Contractor's final Application for Payment, Owner shall pay Contractor an amount equal to the total value of the Work completed for which payment has not yet been made, less such amounts as Owner may withhold in accordance with Article 109.08 of the General Specifications, including, but not limited to, liquidated damages. At the time of final payment, any retainage withheld from payments previously made will also become due and payable to Contractor.

11. CONTRACTOR'S REPRESENTATIONS

In entering into this Agreement, Contractor makes the following representations:

- (a) Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- (b) Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- (c) Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
- (d) Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information, observations, and documents on: (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be

Lake Co. Stormwater Management Commission

employed by Contractor, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and, (3) Contractor's safety precautions and programs.

- (e) Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price and within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- (f) Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- (g) Contractor is familiar with and is satisfied with the general nature of the Work to be performed by Owner or others at the Site, as described in the Contract Documents, as a part of the Project.
- (h) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

12. CONTRACT DOCUMENTS

The Contract Documents consist of the following, which are attached hereto:

- (a) Contract (i.e., this Agreement).
- (b) Contractor's Certification.
- (c) Contract Security:
 - (i) Performance Bond; and,
 - (ii) Payment Bond.
- (d) General Specifications for the **Wildwood Area Stormwater Infrastructure Improvements**.
- (e) Construction Plans for the **Wildwood Area Stormwater Infrastructure Improvements**.
- (f) Technical Specifications for the **Wildwood Area Stormwater Infrastructure Improvements**.
- (g) Special Provisions for the **Wildwood Area Stormwater Infrastructure Improvements**.
- (h) Addendum #1.
- (i) Contractor's Basis of Bid Form.
- (j) Contractor's Subcontractor and Supplier Form.

And the following, which may be issued or delivered on or after the Effective Date of the Agreement and, consequently, are not attached hereto:

- (k) Notice to Proceed.
- (l) Work Change Directives.
- (m) Change Orders.

The Contract Documents may only be amended, modified, or supplemented as provided for in Article 104.02 of the General Specifications.

13. CONTRACTOR'S CERTIFICATIONS

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Contract. For the purposes of this Paragraph 8:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in execution of the Contract;
- (b) "fraudulent practice" means an intentional misrepresentation of facts made: (a) to influence the bidding process or the execution of the Contract to the detriment of Owner; (b) to establish bid or Contract prices at artificial non-competitive levels; or (c) to deprive Owner of the benefits of free and open competition;
- (c) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid or Contract prices at artificial, non-competitive levels; and,
- (d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

14. MISCELLANEOUS

The following terms and conditions are hereby made a part of this Agreement:

Lake Co. Stormwater Management Commission

- (a) Terms. Terms used in this Agreement have the meanings indicated in the Contract Documents and shall have such defined meanings wherever used.
- (b) Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- (c) Successors and Assigns. Owner and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- (d) Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- (e) Compliance with Illinois Works Jobs Program Act. Contractor must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Contractor will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Contractor must submit a Budget Supplement Form (available on the Illinois Department of Commerce and Economic Opportunity website) to Owner within ninety (90) days of the execution of this Contract. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Contractor is permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor must ensure compliance for the life of the entire project and will be required to report on and certify its compliance.
- (f) Opportunity to Review; No Construction Against Drafter. The Contractor agrees that it has read this Agreement, has had the opportunity to review it with an attorney of its respective choice, and has agreed to all of its terms. Under these circumstances, Contractor agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting any portion of the agreement between the parties, and that in the event of any ambiguity in any of the terms or conditions of the parties’ agreement, including any exhibits, attachments, or

external references hereto, and whether or not placed of record, such ambiguity shall not be construed for or against any party on the basis that such party did or did not author the same.

- (g) Counterparts. The Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, such counterparts shall each be deemed to be an original though but all such counterparts shall together constitute one and the same instrument.
- (h) Savings Clause. Any and all obligations hereunder relating to indemnification or payment of costs and attorney's fees shall survive the termination of this Agreement.
- (i) Attorneys Fees. In the event the Owner finds it necessary to enforce the provisions of this Agreement against the Contractor via litigation or otherwise in court, Contractor shall pay the prevailing party its reasonable attorneys fees and costs.
- (j) Applicable Law. The Contractor agrees this Agreement and any amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim arising hereunder must be filed exclusively with the Nineteenth Judicial Circuit Court of Illinois unless otherwise required by law.
- (k) Amendments. This Agreement may be modified or amended by written agreement between the parties.
- (l) Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision thereof.
- (m) Entire Agreement. The parties acknowledge that this Agreement, including its exhibits and attachments, constitutes the entire agreement between the parties and that no promises, terms, or conditions not recited, incorporated or referenced herein, including any prior agreement or oral discussion, shall be binding upon the parties.
Additional Grant Compliance Requirements. Contractor agrees that Owner encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and Contractor agrees to encourage its subcontractors to take such similar actions. Contractor further agrees that Owner encourages Contractor to adopt and enforce policies that ban text messaging while driving, and Contractor agrees to encourage its subcontractors to take such similar actions.

Wildwood Area Stormwater Infrastructure Improvements Bidding Documents
CONSTRUCTION SERVICES AGREEMENT

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to OWNER and Contractor. All of the Contract Documents have been identified by Owner and reviewed and, if applicable, signed, by Owner and Contractor or on their behalf.

This Agreement will be effective on [August 5, 2022], which is the Effective Date of the Agreement.

OWNER

Lake County Stormwater Management Commission

CONTRACTOR

Contractor Name

By: Kurt Woolford

By: _____

Title: Executive Director

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Lake County Stormwater Management Commission

500 W. Winchester Road, Suite 201

Libertyville, Illinois 60048

License No.: _____

(Where applicable)

Agent for service of process:

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DRAFT

CONTRACTOR'S CERTIFIED STATEMENT

This Contractor's Certified Statement is to be submitted by Contractor, as an attachment to the Contract, for the Project designated as the **Wildwood Area Stormwater Infrastructure Improvements**.

15. CONTRACTOR

This statement is submitted by:

Full Name of Contractor: Contractor Name

Principal Business Address: Contractor Address

16. CONTRACTOR'S CERTIFICATION

Contractor certifies that:

- (a) Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a violation of Article 33E of the Illinois Criminal Code of 1961 (720 ILCS 5/33E); or, (2) a violation of the USA Patriot Act of 2001 (Public Law 107-56) or other statutes, orders, rules, and regulations of the federal government and its various executive departments, agencies, and offices related to the subject matter of the USA Patriot Act, including, but not limited to, Executive Order 13224 of September 23, 2001;
- (b) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,
- (c) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

17. STATEMENT SUBMITTAL

This statement is submitted by _____, who hereby certifies under penalty of law that: (1) he or she has carefully prepared, reviewed, and checked this statement; (2) that the statements made herein are true and correct; and, (3) that all statements made herein have been made on behalf of and with the authorization of the Contractor.

SIGNED AND SUBMITTED ON: _____, 20____ BY:

By: _____
(Signature)

Printed Name: _____

Title: _____

STATE OF ILLINOIS)
) SS.
County of Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 20____.

(S E A L)

Notary Public

Commission Expires: _____

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT _____, as
(Full name and principal business address of Contractor)

Contractor, and that _____, as Surety, a corporation organized
(Full name and principal business address of Surety)
and existing under the laws of the state of IL, are held and firmly bound unto the LAKE COUNTY STORMWATER
MANAGEMENT COMMISSION, 500 W. Winchester Road, Suite 201, Libertyville, Illinois 60048, as Owner, in the full
and just sum of _____ Dollars (\$ _____),
(Value of bond in words; i.e., initial Contract Price) (value of bond in figures)
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally by these presents.

WHEREAS, Contractor has entered into an Agreement with Owner for the Project designated as **Wildwood Area Stormwater Infrastructure Improvements**, the effective date of such Agreement being **JUNE 2, 2023**, the terms and conditions of such Agreement are, by this reference, incorporated herein as though fully set forth herein.

NOW, THEREFORE, the condition of the obligation of this bond is such that, if Contractor shall well and truly perform or otherwise comply with the terms and conditions of the Contract Documents, then the obligation of this bond shall be null and void; otherwise, it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that its obligation under this bond shall be in no way impaired or affected by any change to the Contract Documents, including changes to the Contract Times, and Surety does hereby consent to and waive notice of any such change.

Upon default of Contractor, which shall occur upon the failure of Contractor to perform or otherwise comply with the terms and conditions of the Contract Documents, Owner shall provide written notice to Contractor and Surety of such default. Such notice will be given by Owner with reasonable promptness upon default of Contractor and will identify this bond and specify the corrective measures required. If Contractor, within a period of ten (10) days after receipt by Contractor of such written notice of default, shall not proceed according to such notice, Owner shall have full power and authority to forfeit the rights and obligations of Contractor under the Agreement described above and, at its sole discretion: (1) call upon Surety to complete the Work; or, (2) take over the Work, including all Materials and Equipment on the ground as may be suitable or acceptable, and complete it with its own forces, or use other such methods that, in its opinion, may be required to complete the Work in an acceptable manner. Upon termination of the rights and obligations of Contractor, Owner shall, with reasonable promptness, provide Contractor and Surety a written notice of termination for default, which will identify this bond and specify whether Surety or Owner is to complete the Work.

When Owner issues a written notice of termination for default and calls upon Surety to complete the Work, Surety shall within thirty (30) days after receipt by Surety of such notice, and at Surety's expense, take over the Work, including all Materials and Equipment on the ground as may be suitable or acceptable, and employ by contract or otherwise any person or entity satisfactory to the Owner to complete the Work in a manner consistent with the Contract Documents. Such transfer, from Contractor to Surety, of the rights and obligations to complete the Work, shall not terminate or otherwise alter the Agreement described above nor shall the employment by Surety of any person or entity to complete the Work relieve Surety of its obligation under this bond nor its obligation to perform or otherwise comply with the terms and conditions of the Contract Documents. Payment for Work performed subsequent to the transfer, from Contractor to Surety, of the rights and obligations to complete the Work, shall be made by Owner to Surety, to the limit of the balance of the Contract Price, which

is the total amount payable by Owner to Contractor after all proper adjustments have been made (i.e., Contract Price), reduced by all valid and proper payments made to Contractor in accordance with the Contract Documents.

When Owner issues a written notice of termination for default and takes over and completes the Work, payment shall be made by Surety to Owner for all costs incurred by Owner in completing the Work to the limit of the value of this bond.

After Owner has terminated the rights and obligations of Contractor to complete the Work, the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Agreement, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Agreement. To the limit of the value of this bond, Surety is obligated for: (1) correction of defective Work and completion of the Work in a manner consistent with the Contract Documents; (2) legal, design, inspection, and other costs resulting from Contractor's default and/or resulting from the actions of Surety or Surety's failure to act; and, (3) liquidated damages. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Agreement described above. No right of action shall accrue on this bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

Notices required hereunder shall be in writing and sent to Contractor and Surety at their respective principal business addresses shown above. Such notices may be sent by personal delivery, commercial courier, or by registered or certified mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the concerned parties.

No suit or legal action shall be commenced under this bond prior to ten (10) days after a written notice of default is received by Contractor and Surety and in no case later than two (2) years after the Effective Date of the Agreement described above. Any suit or legal action commenced under this bond shall be taken only in a court of competent jurisdiction located in the state in which the Project described above is located.

This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this bond shall be deemed to be included herein as though fully set forth herein. If any

Wildwood Area Stormwater Infrastructure Improvements Bidding Documents
PERFORMANCE BOND FORM

provision of this bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this bond that is not in conflict therewith shall continue in full force and effect.

Contractor and Surety, intending to be legally bound hereby, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

SIGNED AND SEALED ON: _____, 20 _____, BY:

CONTRACTOR:

Contractor's Name: Contractor Name (SEAL)

By: _____
(Signature)

Printed Name: _____

Title: _____

Attest: _____

SURETY:

Surety's Name: _____ (SEAL)

By: (Attach Power of Attorney)
(Signature)

Printed Name: _____

Title: _____

Attest: _____

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT _____, as
(Full name and principal business address of Contractor)
Contractor, and that _____, as Surety, a corporation organized
(Full name and principal business address of Surety)
and existing under the laws of the state of _____, are held and firmly bound unto the LAKE COUNTY
STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Road, Suite 201, Libertyville, Illinois 60048,
as Owner, in the full and just sum of _____ Dollars (\$ _____),
(Value of bond in words; i.e., initial Contract Price) (value of bond in figures)
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally by these presents.

WHEREAS, Contractor has entered into an Agreement with Owner for the Project designated as the **Wildwood Area Stormwater Infrastructure Improvements**, the effective date of such Agreement being **JUNE 2, 2023** the terms and conditions of such Agreement are, by this reference, incorporated herein as though fully set forth herein.

NOW, THEREFORE, the condition of the obligation of this bond is such that, if: (1) Contractor shall promptly make payment, directly or indirectly, for all sums due to any person or entity who furnished labor, material, or Equipment for use in the performance of the Work, whether or not said labor, material, or Equipment becomes a component part of the Work; and, (2) Contractor shall indemnify, save harmless, and defend Owner against any and all claims, demands, liens, and lawsuits alleging non-payment by Contractor by any person or entity who furnished labor, material, or Equipment for use in the performance of the Work, then the obligation of this bond shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that its obligation under this bond shall be in no way impaired or affected by any change to the Contract Documents, including changes to the Contract Times, and Surety does hereby consent to and waive notice of any such change.

Upon default of Contractor, which shall occur upon the failure of Contractor to promptly make payment for all sums due to any persons or entities who furnished labor, material, or Equipment for use in the performance of the Work, such persons or entities who have not received payment for all sums due (i.e., Claimants) shall provide written notice to Contractor, with a copy to Surety and Owner, that a claim is being made. Such notice shall be given by Claimant within 90 days after having last furnished labor, material, or Equipment for use in the performance of the Work and shall, with substantial accuracy, state the amount of the claim and the name of the party to whom the labor, material, or Equipment were furnished.

If Contractor, within a period of thirty (30) days after receipt of a claim, does not respond to such claim or rejects such claim in whole or in part, such Claimant shall provide written notice to Surety, with a copy to Owner, that a claim is being made under this bond. Such notice shall identify this bond and include a copy of the written notice previously furnished to Contractor.

When a Claimant has satisfied the conditions described above, Surety shall within forty-five (45) days after receipt of a claim, and at Surety's expense, take the following actions: (1) send a response to such Claimant, with a copy to Owner,

stating the amounts that are undisputed and disputed and the basis for challenging any amounts that are disputed; and, (2) pay or arrange for payment of any undisputed amounts.

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

The total amounts payable by Owner to Contractor (i.e., Contract Price) shall be used to perform or otherwise comply with the terms and conditions of the Contract Documents and to satisfy claims, if any, under the Performance Bond. By Contractor furnishing and Owner accepting this bond, they agree that all funds earned by Contractor for performing or otherwise complying with the terms and conditions of the Contract Documents shall be used satisfy obligations of Contractor and Surety under this bond.

Surety's responsibility shall not exceed the value of this bond. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Agreement described above. 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 obligation to make payments to, give notices on behalf of, or otherwise have obligations to claimants under this bond.

Notices required hereunder shall be in writing and sent to Contractor, Surety, and Owner at their respective principal business addresses shown above. Such notices may be sent by personal delivery, commercial courier, or by registered or certified mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the concerned parties.

No suit or legal action shall be commenced under this bond prior to forty-five (45) days after receipt, by Surety, of a written notice that a claim is being made under this bond and in no case later than two (2) years after the Effective Date of the Agreement described above. Any suit or legal action commenced under this bond shall be taken only in a court of competent jurisdiction located in the state in which the Project described above is located.

This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this bond shall be deemed to be included herein as though fully set forth herein. If any

provision of this bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this bond that is not in conflict therewith shall continue in full force and effect.

Contractor and Surety, intending to be legally bound hereby, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

SIGNED AND SEALED ON: _____, 20_____, BY:

CONTRACTOR:

Contractor's Name: Contractor Name (SEAL)

By: _____
(Signature)

Printed Name: _____

Title: _____

Attest: _____

SURETY:

Surety's Name: _____ (SEAL)

By: (Attach Power of Attorney)
(Signature) _____

Printed Name: _____

Title: _____

Attest: _____