

Lake County Purchasing Division

<http://doingbusiness.lakecountyl.gov/>

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid #23076 – Asphalt Patching and Seal Coating.

Please follow the steps below to upload your electronic Bid Submission:

1. Go to www.lakecountypurchasingportal.com
2. Click on the Bid Number: Bid #23076
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your bid submittal
 - a. Click on the browse button
 - b. Navigate your computer and select the appropriate file
 - i. Multiple files can be uploaded, each file can be no more than 20 MB
 - ii. Files can also be uploaded as a .zip file
 - c. Click on save submittals
 - d. Close the browser

Please follow the following steps to attend the Public Bid Opening:

1. Go to www.lakecountypurchasingportal.com
2. Click on the “Under Review” tab
3. Click on the Bid Number: Bid #23076
4. Click on the “Events” tab
5. Join the Zoom Meeting by clicking on the meeting link
 - a. Please plan on joining the meeting at least 5 minutes early and mute your microphone.

ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE

Bid Number: 23076	Vendor Name: _____
Buyer: Yvette Albarran	
Bid Description: Asphalt Patching and Seal Coating	Deliver to: Lake County
*Bid Due Date: May 16, 2023, 11:00 a.m. Central Standard Time	ATTN: PURCHASING DIVISION 18 N. County Street – 9 th Floor Waukegan, IL 60085

***Please note: Responses are due on May 16, 2023 at 11:00 a.m. Central Standard Time. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at purchasing@lakecountyl.gov to receive confirmation that we have successfully received your submissions. Deadline for questions is May 9, 2023 at 12:00 p.m. Central Standard Time.**



Lake County Purchasing Division
 18 North County Street Ninth Floor-Admin
 Waukegan, Illinois 60085-4350
 (847) 377-2929

E-Mail: purchasing@lakecountyl.gov

Access Bid Results:
<http://www.lakecountypurchasingportal.com>

SUBMISSION INFORMATION

INVITATION: 23076
 BID OPENING DATE: May 16, 2023
 TIME: 11:00 a.m. CST
 LOCATION: Lake County Purchasing
 Submit 1 electronic copy

ISSUANCE DATE: April 24, 2023
 BUYER: Yvette Albarran

INVITATION TO BID VENDOR INFORMATION

COMPANY NAME: _____
 ADDRESS: _____
 CITY, STATE, ZIP CODE: _____

ASPHALT PATCHING AND SEAL COATING FOR LAKE COUNTY PUBLIC WORKS

Item #	Description of Item	Estimated Qty	Unit of Measure	Unit Price
SECTION 1. PATCHING				
1.0	Unit Price for HMA Class D Patching per Technical Specification paragraph 1.1 (2" surface / 4" binder / 4" Stone)	8,500	Square Foot	\$
2.0	Unit Price for HMA Class D Patching, with 6-Inch binder	2,000	Square Foot	\$
3.0	Unit Price for HMA Driveway Approaches, (2.5-Inch surface and 4-inch stone base)	2,000	Square Foot	\$
4.0	Unit Price for HMA Overlay (2" surface)	42,000	Square Foot	\$
SECTION 2. SEAL COATING				
5.0	Unit Price for Seal Coating only	80,000	Square Foot	\$
6.0	Unit Price for Seal Coating including crack filling	20,000	Square Foot	\$
TOTAL BID AMOUNT (ITEMS 1-6)				\$
SECTION 3. UNIT PRICES				
7.0	Unit Price for HMA Class D Patching, with 8-inch binder		Square Foot	\$
8.0	Unit Price for HMA Class D Patching, with 10-Inch binder		Square Foot	\$
SECTION 4. ALTERNATE BID ITEM				
9.0	Unit Price mark-up for Emergency Callouts increase		% Mark Up	%

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.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder 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.

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

Title: _____

Telephone Number: _____

E-mail _____

Fax Number: _____

1. INTENT

It is the intent of Lake County to enter into a contract with a qualified vendor for required repairs to asphalt pavement resulting from watermain and or sewer repair work.

2. SUBMISSION OF BIDS

Bids will be accepted until **May 16, 2023 at 11:00 a.m. Central Standard Time**, at the via the Lake County Purchasing Portal.

3. SUBMITTALS

For your bid to be considered responsive, please see the below list of submittals. A responsive bidder is defined as a person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids.

- Original "Invitation to Bid" including signed form with Total Bid Amount.
- Electronic copy of the complete bid submission.
- Addendum Acknowledgement Form.
- Contractor Qualification Form.
- Reference Form.
- Value Added Services.
- Statement of Sustainability.
- Vendor Disclosure Form.
- Vendor Certification Form.
- Responsible Bidder Affidavit.

1. BACKGROUND

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to about 736,000 residents. Lake County is committed to open government and transparency, and the County Board's sound fiscal policies have allowed the County to maintain fiscal stability and to achieve AAA bond ratings from Standard & Poor's and Moody's.

2. AWARD

Lake County intends to award this contract to the lowest responsive and responsible bidder who is in compliance with the specifications, terms, conditions contained herein. The Contractor shall have specific experience supplying similar service to other customers with similar volume. Lake County reserves the right to request additional information subsequent to the bid date for evaluation purposes. Lake County reserves the right to split award this bid by item, in whole or in part if determined to be in the best interest of the County.

3. ENTIRE AGREEMENT

This bid document contains our terms and conditions for the agreement between Lake County and the awarded bidder. Modifications and exceptions taken to the terms and conditions contained herein by the Bidder must be formally accepted in writing by Lake County.

Upon Award, the awarded bidder shall be deemed to have entered into a written agreement with Lake County for performance of the Work called for under this bid document. The Contract Documents consist of this the Award Letter, Bid document, the awarded bidder's response to the bid (but not including any modification and/or exceptions taken by the awarded bidder which were not accepted in writing by Lake County), Terms and Conditions of the Contract (General, Special, Supplementary, and other Conditions), Drawings, Specifications, Addenda issue prior to Award, other documents listed in this Bid document, and Modifications issued after Award, all of which form the Contract and are considered fully part of the Contract between the Awarded Bidder and Lake County, and constitute the entire agreement between Lake County and the Awarded Bidder.

4. BID PRICE

The price bid shall include all material costs, labor and equipment included but is not limited to all transportation charges to and from destination, including delivery.

- All current or future surcharges on fuel or any other commodity.
- All other overhead charges of every kind and nature.

5. TERM

The contract unit prices shall be held for one year from the issuance of the Purchase Order and or first Notice to Proceed. All initial restoration work estimated herein, must be completed no later than 45 days from the issuance of the Notice to Proceed.

THIS CONTRACT MAY REQUIRE ADDITIONAL HMA RESTORATION THROUGHOUT THE 2024 SPRING AND SUMMER CONSTRUCTION SEASONS. ALL ADDITIONAL WORK WILL BE PAID AT BID UNIT PRICES. MOBILIZATION AND DEMOBILIZATION FOR ALL WORK IS INCIDENTAL TO THE CONTRACT.

The original contract term is for a period of two (2) years from date of award.

The County reserves the right to extended under the same terms and conditions by mutual agreement of both the Contractor and County, subject to acceptable performance by the Contractor for three (3) additional one (1) year terms. At the end of any contract term, the County reserves the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new contract in place.

4. PRICE ESCALATOR

Requests for increases of unit prices during the second year of the two-year contract term shall be submitted at least ninety (90) days in advance of the second year and shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Written requests for price revisions after the initial period shall be submitted at least ninety (90) days in advance of the annual contract period.

Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The County reserves the right to reject a proposed price increase and terminate the agreement.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the County; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

5. DELIVERY CONDITIONS

All Items shall be F.O.B. Destination. The term F.O.B. Destination shall mean delivered and unloaded at delivery sites within Lake County, with all charges for transportation and unloading paid by the Contractor. Any claim for loss or damage shall be between the Contractor and the carriers.

6. TERMINATION

Lake County reserves the right to terminate this bid as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(1) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(3), below.

(2) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(3) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

7. VOLUME/ESTIMATED QUANTITY

County does not guarantee any specific amount and shall not be held responsible for any deviation. Lake County does not guarantee that the County will buy any or all estimated quantities or total amounts. This contract shall cover the County's requirements whether more or less than the estimated amount. All orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein. Lake County reserves the right to add or delete locations to this contract. Pricing of additional locations will be negotiated with the Contractor.

8. SUBSTITUTIONS

No substitutions will be allowed during the term of the contract without the express permission of the Lake County Purchasing Division. The Contractor may request permission to substitute items of equal or higher quality when sufficient inventories of an ordered item are not available for delivery within the time required by the using agency.

9. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County Specifications; Lake County General Terms & Conditions, Lake County Invitation for Bids Terms & Conditions and the Contractor's Bid Response.

10. INVOICES AND PAYMENT

- A. At the start of this contract, the County will issue a purchase order for the work and bidder shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Bidder shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Bidder shall permit a representative from Lake County to inspect and audit all of Bidder's data and records for the work and services provided under this contract. Bidder shall make these records available at reasonable times during the contract period and for one year after the end of the contract.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 et seq.).

Lake County's fiscal year ends on November 30. Invoices for services the bidder has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this contract is terminated prior to its expected expiration date, the bidder must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the bidder to invoice the County in the timeframes noted in this section shall constitute the bidder's waiver of the bidder's right to payment.

Invoices shall be sent to the following address: **Lake County Public Works, 650 W. Winchester Road, Libertyville, IL**

11. UNBALANCED BIDDING

Bidders shall not submit a bid which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items are substantially out of line with the current market price for the materials

and/or work covered hereby. The County reserves the right not to award any items or to negotiate unit prices that appear excessive or unbalanced.

12. INDEMNIFICATION

Bidder agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this bid and arising from the bidder's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to bidder promptly of any such claim, suit, or proceeding, and will assist bidder, at bidder's expense, in defending any such claim, suit, or proceeding.

13. CONFIDENTIALITY

Bids are subject to the Illinois Freedom of Information Act (FOIA) once an award is made. As such, all bidders responding are asked to submit one redacted copy of their bid that can be used by the County to respond to any future FOIA requests for the bid.

Please refer to the FOIA statute, 5 ILCS 140/1 et seq., and specifically Section 7 therein, for explanation of information that may be redacted. For example, information exempt from disclosure in response to a FOIA request includes but is not limited to: highly personal or objectionable information; trade secrets and commercial or financial information claimed as proprietary, privileged or confidential, the disclosure of which would cause your business competitive harm; valuable formulae, computer geographic systems, designs, drawings and research data when disclosure of the same would produce private gain or public loss; certain construction related technical documents; and information associated with automated data processing operations that, if disclosed, would jeopardize system or data security.

If no redacted copy is provided, the Lake County Purchasing Division reserves the right to determine what information should be redacted as proprietary, privileged, or confidential in response to a FOIA request. A bidder who fails to provide a redacted copy of its proposal waives its right to maintain any claims against Lake County, its agents, or employees for disclosure of this information.

14. ASSIGNMENT

Any Agreement entered into as a result of this bid shall not be assigned, delegated, or modified without the express written consent of both parties. The Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of the Agreement.

If Lake County agrees that the bidder may assign, delegate, or subcontract the work under the Agreement, bidder shall remain contractually liable to Lake County unless otherwise agreed in writing.

15. ADDENDA

Any and all changes to the specifications and terms and conditions of this Bid are valid only if they are included by addendum issued by Lake County Purchasing. Bidders shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda as issued shall become part of the bid documents. It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum issued within three business days of the submittal due date.

16. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the bid number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to the bid opening date. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

17. NON-ENFORCEMENT BY THE COUNTY

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the County, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

18. CHANGE IN STATUS

The Contractor shall notify Lake County immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

19. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful Bidder. The Bidder agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Bidders and governmental units shall be resolved between the immediate parties.

The Bidder and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful Bidder and the other governmental unit.

The Bidder shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured and certified payrolls to the other governmental unit as required.

20. REPORTING REQUIREMENTS

All awarded vendors will identify and report the type of ownership— L/W/MBE, and/or not L/W/MBE for any work that they or their approved subcontractors will perform. In addition, Lake County requests that all awarded vendors provide an accounting of employees assigned throughout the term of the contract in regards to their home address and ethnicity. Lake County may use any data collected to report on potential of businesses and workers benefitting from County contracts.

Lake County launched a **Buy Local. Build Local. Work Local.** initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law. The County will take all necessary and reasonable steps to assure that business enterprises defined as L/W/MBE shall have a fair opportunity to participate in County contracts. As part of its Economic Opportunity Program (EOP) commitment the County will make every effort to achieve the following objectives:

- (a) To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
- (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

Successful proposers are encouraged to work with Workforce Development to post any and all opportunities for employment on County contracts. Lake County's Workforce Development mission is to foster and ensure the economic prosperity of the Lake County community by maximizing the potential of businesses and workers. As such, Workforce Development provides a key resource for job seekers and employers.

State law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder's location, race and gender.

21. DEBARMENT AND SUSPENSION WITH LAKE COUNTY

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

The bidder certifies to the best of his or her knowledge and belief that the bidder:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Bidder agrees that, during the term of this Agreement, Bidder shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Bidder has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

22. NON-DISCRIMINATION

During the term of this agreement, Bidder agrees to and shall comply with (1) 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 (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

Bidders are subject to the following conditions if the use of Federal Funds is applied to this procurement.

1. DEBARMENT AND SUSPENSION

This contract is covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Bidder is required to verify that none of the Licensor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction in enters into.

This certification is a material representation of fact relied upon by Lake County. If it is later determined that the Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Licensor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 subpart C throughout the period of any contract that may arise. Licensor agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. PROHIBITION ON CERTAIN TELECOMMUNICATIONS

The proposed equipment will not utilize covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

3. ACCESS TO RECORDS

Bidder agrees to provide Lake County , the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Licensor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Bidder agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, Lake County and the Licensor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4. DHS SEAL, LOGO AND FLAGS

Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Bidder will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Proposer, or any other party pertaining to any matter resulting from the contract.

7. PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENTS OR RELATED ACTS

Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Bidder's actions pertaining to this contract.

8. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Bidders who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

Bidders who apply or bid for an award of \$150,000 or more shall comply with the following provisions:

i. Clean Air Act

1. The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Bidder agrees to report each violation to the LCHD and understands and agrees that the LCHD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ii. Federal Water Pollution Control Act

1. The Bidder agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Bidder agrees to report each violation to the LCHD and understands and agrees that the LCHD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A- VIII and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations – up to 2 years after each project completion
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General Aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage Limits should be defined in the Invitation for Bid for the Excess/Umbrella I would suggest at \$5M per Occurrence / \$5M Aggregate

\$ 5,000,000 per occurrence and \$5,000,000 aggregate

Excess/Umbrella Liability should be in excess of General, Auto and Employers Liabilities

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Contractor's Pollution Liability

The Contractor's pollution liability insurance, in connection with an agreement, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Installation Floater / Builders Risk

Contractor's builders risk/an installation floater should cover materials while stored on-site and installation until the project has been completed or put to its intended use.

Limit would be determined by the hard construction values of the project including materials, the cost of change orders and overhead and profit.

Professional Liability – Errors and Omissions

The Contractor's Architect/ Engineer/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) A waiver of subrogation in favor of Lake County including its agents, officers, and employees and volunteers shall be included on General Liability, Auto Liability and Workers Compensation.
- d) Contractor agrees that with respect to the General Liability and Auto Liability insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers
- e) Contractor agrees to provide thirty (30) days' notice, in writing by endorsement, of cancellation or material change..
- f) Lake County shall be provided with Certificates of Insurance evidencing above required insurance and the appropriate corresponding ISO form endorsements, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

- g) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

**ASPHALT PATCHING AND SEAL COATING FOR LAKE COUNTY PUBLIC WORKS
SPECIAL CONDITIONS**

April 2023

GENERAL OBJECTIVE

The objective of these specifications is to define the conditions under which HMA street pavement and HMA driveway and driveway approaches are to be restored in public parkways, rights of way, and other public areas throughout Lake County which have been damaged as a result of underground utility repairs or as routine maintenance to existing LCPW facility pavements.

An approximate quantity and type of asphalt restoration for the first year is summarized on the bid sheet. This contract consists of two types of asphalt patching to be restored. The first type of patching will be HMA driveway patching. The second type of patching will consist of full depth class D asphalt patching.

This contract may require additional HMA restoration throughout the 2023 construction season and additional areas may be added as utility repairs are made throughout the year. All additional work will be paid at bid unit prices. Mobilization and de-mobilization for all work is incidental to the contract.

SCOPE OF SERVICES

The Bidder shall become fully acquainted with the nature of the work, the sites at which work is to be accomplished and the conditions affecting the cost and performance of the work. The proposal shall include all costs associated with furnishing supervision, labor, materials, tools and equipment necessary to complete this restoration work in a professional and quality manner.

SUBSTANTIAL COMPLETION

All areas must be restored within 45 days of receipt of finalized paving and seal coating quantities and locations. The County will issue these areas in groups of five or more locations to facilitate the contractor's work.

WORKING HOURS

The Bidder will be allowed to schedule his normal work hours between the hours of 7:00 A.M. and 6:00 P.M. Monday through Friday. Work during other hours will be allowed only as authorized by the Maintenance Supervisor. No work shall be scheduled on Saturdays, Sundays or County observed holidays unless authorized by the Maintenance Supervisor.

Work activity, as intended herein, includes warming or starting up of any machinery or engines.

REFERENCES

The Bidder shall submit a minimum of three (3) references where similar types of work have been completed within the past three years. The list shall include the name, address, email address and telephone number of the client, the name of the person in charge and a brief description of the work done.

LICENSES AND PERMITS

The Bidder shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. It is probable that restoration will occur on rights-of-way under the jurisdiction of the Illinois Department of Transportation, the Lake County Department of Transportation and various Township Highway Departments. It shall be the responsibility of the Bidder to obtain all necessary permits, lane closure permits, and other needed authorizations to conduct operations on these rights-of-way. The Bidder will not be included under the general maintenance permits issued to the Municipalities; however, the Municipalities will lend assistance to the Bidder in obtaining required permits. The Bidder shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

BID SECURITY

Each Bid shall be accompanied by a security in the form of a bond. Acceptable forms of security which may be submitted are: an executed surety bond issued by a company or companies qualified to do business in the State of Illinois with an

A.M. Best Rating of at least A-; cash; certified check or cashier's check made payable to Lake County (not including personal or company checks, which are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the Lake County. Bond shall be an amount equal to at least ten (10%) percent of the Total Base Bid Price, payable without condition to the County.

SITE INSPECTION

It is understood that the Bidder, before submitting a Bid, has visited the site, has examined the nature, location, character, quality and quantities of materials, and local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. No allowance will be made for not being familiar with existing conditions or requirements of the Contract Documents. Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the more stringent, or higher quality requirements shall apply. Large scale drawings shall take precedence over small scale drawings; figured dimensions on the drawings over scaled dimensions and noted material over graphic representations.

LABOR STATUTES, RECORDS AND RATES

The following enclosed documents shall be a part of the Contract Documents for this project:

"Labor Statutes, Records and Rates"

"Prevailing Wages for Construction Trades," as issued monthly by the Illinois Department of Labor.

COUNTY'S RIGHT TO DO WORK

If the Bidder defaults or neglects to execute the Work in accordance with the Contract documents or fails to perform any provision of this contract, the County, after three business days' written notice to the Bidder may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Bidder.

PREVAILING WAGE ACT

This project is subject to the Wage of Employees on Public Works (Prevailing Wage) Act (Illinois Revised Statutes, Chapter 48, Section 39s, et. seq.). Not less than the minimum wage rates as established by Lake County or State of Illinois Department of Labor shall be paid.

COMPLIANCE WITH THE SPECIFICATIONS

Each bidder must answer all questions in the bid. If you are unable to comply with a specific item in the bid, you are to prepare a list of exceptions and include the exceptions in your cover letter. If you do not indicate exceptions to the Requirements, you therefore guarantee that you fully comply with the Requirements. Exceptions to the specifications may cause your bid to be disqualified.

WARRANTY

Neither the final payment, nor any provision in the Contract, shall constitute an acceptance of work not done in accordance with the Contract or relieve Bidder of liability in respect to any excess warranties or responsibility for faulty materials or workmanship. If, within one year after the date of complete project Substantial Completion of all the contracted Work or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract, any of the Work is found to be not in accordance with the requirements of the Contract, Bidder shall correct the Work and pay for any damage to other Work or property resulting there from within seven (7) calendar days after receipt of written notice from the County. The period of one year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The County shall give notice of observed defects with reasonable promptness after discovery of the condition.

USE OF SITE

The activities around the County's Site will continue, without interruption, during the course of this Work. The Bidder must coordinate his Work operations so as to cause the least possible inconvenience to the activities, both inside and outside, of the Site.

CLEANING UP

All excess material and/or debris must be removed from the site at the end of **each** work day and must be kept from littering the site; such material must be kept in a confined area.

SECURITY

The Bidder shall protect Work, stored materials and construction equipment from theft and vandalism; protect premises from entry by unauthorized persons; protect County's operations at site from theft, vandalism or damage from Bidder's Work or employees.

CHANGE ORDERS

The County believes that the project is fully defined in the bid solicitation documents and that change orders will not be necessary. However, **in the event that a change order is required, the Bidder shall review the scope of Work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All change orders and alternative suggestions must be approved by the County prior to execution. All change order mark-ups shall be limited to a maximum 10% overhead and profit on all subcontractor work and self-performed work and a maximum of 5% overhead and profit on all general contractor administration of subcontracts. Work performed without proper authorization shall be the Bidder's sole risk and expense.

DELAYS AND EXTENSIONS OF TIME

Pursuant to applicable provisions of the Illinois Criminal Code 720 ILCS 5/33E-9, the Contract Time may be extended by thirty (30) days or more **only** when the circumstances said to necessitate the change in performance:

- Were not reasonably foreseeable at the time the contract was signed.
- Were not within the contemplation of the contract as signed.
- Are in the best interests of the County.

TAXES

The County is exempt from the Illinois State and municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, Service Use Tax, as described in Illinois Revised Statute Chapter 120. Bid prices shall not include the cost of such taxes.

Federal excise tax does not apply to materials or services purchased by the County. Should the federal excise tax be applicable to this transaction, the County will furnish a federal exemption certificate. The Bid prices quoted herein by Bidder shall include all other direct or indirect federal, state, and local taxes which apply.

Pursuant to 86 Ill. Adm. Code 130.2076, tangible personal property that is purchased by Bidder for incorporation into the County's real property pursuant to Bidder's performance of this Contract shall be deemed purchased by the Bidder for the County and transferred by the Bidder to the County upon completion of this Contract.

Bidder(s) shall forward this information to their Suppliers in order that the sale of such materials and equipment be properly recorded as a tax-exempt sale. Such information shall be accompanied by a copy of the Contract or Purchase Order.

It shall be the Bidder's sole responsibility to obtain any necessary approvals from the Illinois Department of Revenue to obtain any exemption from the Retailers' Occupation Tax. If necessary, and upon request of the Bidder, the County shall supply its tax exemption certificate to the Bidder, provided that Bidder shall not alter the tax exemption certificate and shall use it solely for purposes of exempting the above described personal property purchases pursuant to the Contract.

PROGRESS PAYMENTS

Payments shall be made in the amount of 90% of the estimated value, less any previous payments to the Bidder upon approval of the Sworn Statement and receipt of certified payrolls, as per the Prevailing Wage Act, 820 ILCS 130/5. Payments shall be made in accordance with the Local Government Prompt Payment Act.

FINAL COMPLETION

The Bidder shall have thirty (30) calendar days from the date of Substantial Completion to complete all Work and submit to the County a final Application for Payment.

If the County's inspection discloses any item that is not in accordance with the requirements of the Contract Documents, the Bidder shall complete or correct such item within fourteen (14) calendar days after receipt of notice from the County.

CONTRACT PERFORMANCE AND PAYMENT BONDS

- a. The Bidder selected by the County shall furnish to the Contracting Authority within ten (10) calendar days after being notified of the acceptance of Bid:
- b. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the Total Awarded Contract as security for the faithful performance of the Contract; and
- c. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of Work provided for in the Contract, in an amount equal to 100 percent (100%) of the Contract price.
- d. Documents required by this section must be received and approved by the County before a written Contract will be issued.
- e. Bidder may be required to update performance and payment bond if contract value changes.

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

1.0 Equal Employment Opportunity:

1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."

1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the

revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The County shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the County. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the County by tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the County or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

6.0 The Illinois Department of Labor provided notice that due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act will take effect beginning July 1, 2020. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents. Please review the statute at the following link at <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7> and acknowledge, in writing that your respective organization will comply with the requirements set forth. The requirements set forth in this Act will be in full effect until notified, in writing, by Lake County.

PART 1 – DETAILED SPECIFICATIONS

HOT MIX ASPHALT DRIVEWAY AND DRIVEWAY APPROACHES

This item of work shall comply with the applicable portions of Sections 311, 406 and 440 of the Standard Specifications for Road and Bridge Construction (IDOT) except as follows:

This work shall occur at locations as specified by the County and shall consist of a full depth sawcut if needed, removal and disposal of existing driveway pavement and base to a depth of 6.5", grading and compacting of 4 inches of compacted Subbase Granular Material, Type B (crushed concrete and pavement grindings not allowed) and 2.5" of Hot Mix Asphalt Surface Course, Mix D, N50.

Where the asphalt driveway is an overlay of a concrete driveway, no extra compensation will be given for removal of the concrete base or placement of CA-6 aggregate to bring up to proper elevation 2.5 inches below proposed surface. All Hot Mix Asphalt of the type specified in the contract shall be certified by the Illinois Department of Transportation.

CLASS D PATCHES, HOT MIX ASPHALT

This item of work shall comply with the applicable portions of Section 311, 312, 440 and 442 of the Standard Specifications, and the Hot Mix Asphalt Concrete Mixtures as follows:

Class D Patches, Hot Mix Asphalt shall consist of full depth sawcutting, removal and disposal of existing asphalt or concrete pavement, subbase, and subgrade as necessary to a depth of 8 inches below the finished surface. The patch will be filled with 2 inches of compacted Subbase Granular Material, Type B (crushed concrete is not allowed), a minimum of 4 inches of Hot Mix Asphalt Binder Course, IL-19.0, N70 PG 64- 22 4% air voids at 70 Gyration in accordance with the applicable portion of Sections 311 and 312 of the Standard Specifications, and 2 inches Hot Mix Asphalt Surface Course, Mix D, N50, 4% air voids at 50 Gyration.

All holes, soft spots, and other defects in the subgrade shall be corrected by the Contractor as directed by the Maintenance Supervisor by removing the unsuitable material, adding subbase granular material and recompacting the subgrade to the approval of the Maintenance Supervisor. This work shall be incidental to the contract.

Class D Patches, Hot Mix Asphalt, of the type and thickness specified shall be designed and constructed in reference with the special provisions for Hot Mix Asphalt Concrete Mixtures.

The amount of RAP included in the mixture shall not exceed 25%, the liquid asphalt shall be PG 64-22, and the voids shall be 4% at 50 Gyration.

All Hot Mix Asphalt of the type specified in the contract shall be certified by the Illinois Department of Transportation.

HOT MIX ASPHALT OVERLAY

HMA surface course overlay pavement patches, for depressed or raveling pavement, shall consist of removal of any loose pavement, dirt and debris, grinding of all butt joints and priming of all surfaces to be overlaid. HMA Surface (2 inch minimum) course, Mix D, N50 (4% air voids at 50 Gyration) will then be overlaid onto the area and compacted using a plate compactor or roller until the overlay elevation conforms to the surrounding pavement grade.

SEAL COATING

A. Materials

Sealer (GemSeal® Black Diamond Pavement Sealer Concentrate or approved equal) Emulsified refined tar pavement sealer in conformance with the following requirements:

1. ASTM D 5727 Standard Specification for Emulsified Refined Tar (Mineral Colloid Type)
2. The refined tar prior to emulsification shall conform to ASTM D-490, grade RT-12. The refined tar shall be derived

from high temperature coke oven tar. Oil and water gas tars shall not be used even though they might comply with ASTM D-490, grade RT-12.

3. The emulsion shall be produced using a colloid mill to insure homogeneity and appropriate size of the particles in suspension.
4. The contractor and/or his supplier will provide a certification with each bulk delivery indicating compliance with the above requirements. Further, the certificate will indicate the non-volatiles (solids) content and ash content of that particular transport lot as determined by results of tests performed on material loaded. Such certifications shall be subject to verification by testing samples of the emulsion received for use on the project.
5. Dilution water shall be potable and free of excessive minerals and contaminants.
6. Sand will be washed and graded silica sand, or crushed, washed, and graded slag, free of all contaminants, and conforming to the following gradation:

Sieve Size	% Passing
No. 8	100
No. 16	95-100
No. 30	63-93
No. 50	10-40
No. 100	0-10
No. 200	0-2

7. Latex additive compounds shall conform to the following general specifications:

Product	Ultra	AQS	Rapid Set	Latex Modifier
Chemical Name:	Nitrile Rubber	Proprietary	Proprietary	Acrylonitrile-butadiene
Solids Content:	40% minimum	40% minimum	40% maximum	40% minimum
Particle Size:	0.1 – 0.5 microns	0.1 – 0.5 microns	0.5 – 5.0 microns	0.1 – 0.5 microns
Viscosity, CPS:	100 maximum	75 maximum	250 maximum	85 maximum
Specific Gravity:	1.01	0.99 – 1.02	1.04, 1.14 on residue	0.99, 0.98 on residue

B. Equipment

All tools and equipment necessary to perform the contract work in accordance with the specified terms and conditions, such as brushes, hand squeegees, pumps and hose equipment, storage tanks, mixing tanks, water distributors, power sweepers, blowers, barricades and applicator equipment shall be provided as required by the contractor. All methods employed in performing the work and all equipment necessary for executing any part of the work shall be subject to approval by the County before work is started, and when found unsatisfactory will be corrected. All equipment will be in good working condition.

1. Spray equipment used on the job shall have mechanical mixing devices incorporated in their construction to assure homogeneous mixing of the emulsion and required additives. The pumping system must be adequate to apply a uniform coating at the specified rates of application. Equipment requiring pressurization of the mixing tank for distribution will not be used.
2. Motorized squeegee application equipment used on the job will have two or more devices such as squeegees and/or drag broom assemblies to assure even distribution of the tar emulsion system. Mechanical mixing devices will be incorporated into the construction of the applicator to assure homogeneous mixing of the emulsion and required additives.
3. Mixing or agitating equipment may be either portable powered or a tank-type power mixer. In any case, mixers shall be of sufficient capacity to assure homogeneous mixing of the emulsion and required additives and to maintain complete suspension of mineral aggregate until the emulsion system is applied to the pavement. All storage tanks or drop tankers shall be equipped with mechanical agitators or circulation systems sufficient to keep the refined tar emulsion homogenous during storage.

C. Preparation of Surface

1. Allow new asphalt to cure. Cure time varies with type of asphalt, aggregate, weather conditions, and construction procedures. Hot mix asphalt will usually cure in 30 -90 days. Cold mix pavements should have at least 90 days to cure. Required cure time should be determined by the County, and a written order to proceed will be furnished to

the contractor.

2. Wide cracks, extensive alligator cracking patterns, soft or sunken spots indicate that the pavement and/or base should be repaired or replaced. Extensive patching shall be allowed to cure prior to seal coating in accordance with C.1.
3. Thoroughly inspect the pavement for minor cracks and other imperfections. Ignore hairline cracks. Cracks of approximately 1/4 -3/4 inch wide should be cleared of debris and filled with an approved crack sealant in accordance with manufacturer's specification.
4. Remove oil and grease spots that have not permanently damaged or softened the pavement by scrubbing with a detergent and flushing with water until a water-break-free surface is obtained. Oil and grease spots with deeper penetration will be treated by burning with hand held propane torch, and then coating the spot with an approved oil spot primer such as Tar-Prime. If the oil spot is so severe as to cause permanent deterioration of the pavement, or if the pavement has failed due to other causes, the pavement shall be removed to the full depth of the damage and replaced with new asphalt pavement in accordance with paragraph C.1.
5. Old traffic control lines may be blackened with black epoxy or black acrylic coatings. Excessive buildup of lines should be abraded before any prime coats of asphalt or tar emulsion are applied.
6. Highly oxidized or weathered surfaces shall be primed. Prime with SS-1, SS-1h, CSS-1, CSS-1h asphalt emulsions or with Tar Prime Refined tar emulsion. Asphalt emulsions shall be diluted one part asphalt emulsion to 5 parts potable water and uniformly applied to the pavement at a rate of 0.10 + 0.02 gallon per square yard. Tar Prime shall be diluted one part Tar Prime to two parts water and applied at a rate of 0.07 -0.10 gallons per square yard. The prime shall be allowed to cure for 24 hours before applying pavement sealer.
7. Immediately before application of sealer, clean the surface of all loose dust, dirt, leaves, and any other foreign materials by sweeping, glowing, flushing with water, or any combination of the three.

D. Mix Design and Application Rates

Use	Coats	Concentrate Gallon	Water Gallon	Sand** 100 lbs	Ultra, Rapid Set/AQS, Latex modifier Gallon	Application Mix Gal/Sq Yd
Low Traffic	1 st	100	30-50	3-5	0-4	0.10-0.15
	2 nd	100	25-45	0-4	0-4	0.08-0.12
Moderate Traffic	1 st	100	30-50	3-5	2-5	0.10-0.15
	2 nd	100	30-50	0-4	2-5	0.08-0.12

*1st coat is applied to entrances, exists, traffic lanes and turning radii.

**Sand should be added to the final coat when skid resistance is needed.

Approximately 20 pounds of sand displaces 1 gallon of liquid.

1. Latex additives: The latex additive will be added at the specified rate as indicated in the job mix formula ± 0.25%. Undiluted latex will first be diluted with an equal volume of water and added slowly to the emulsion after mix water and prior to the addition of any sand. Latex will be added while the mixer is in operation to assure uniform dispersion and no coagulation of the latex. Diluent water added to the latex will be considered part of the mix water required in table above.
2. Sand will be slowly added after the mix water and any required latex additives have been dispersed into the tar emulsion. Again, the mixer will be in operation during the addition of the sand to assure uniform dispersion and to prevent overloading of the mixing device. Additional amounts of water may be added, if necessary, should the tar emulsion system become too thick to be uniformly applied. Additional water will be added only after the County has been notified, and additions will not exceed those amounts expressly stipulated by the County.
3. Slow mixing shall be continuous from the time all materials are placed into the mixer until the pavement sealer mix is applied by the application equipment. During the entire mixing process, no breaking, segregating, or hardening of the emulsion, and no balling or lumping of the aggregate shall be permitted.
4. The coating shall be applied uniformly over the entire pavement surface and free of voids and pinholes. When pavement temperatures are in excess of 120°F, fog spraying of pavement with clean water is recommended to achieve better bond and even spreading of material. Fog spray shall dampen pavement without leaving puddles.

5. Subsequent coats will be applied only after the previous coat is dried, preferably 24 hours later, but no less than 4 hours under ideal conditions. Ideal conditions are temperatures in excess of 70°F, sunshine, and less than 60% relative humidity. Marginal conditions can require curing times greater than 24 hours. Subsequent coats should be applied at right angles to the previous coat, if possible.
6. Sealer will not be applied unless the temperature is a minimum 50°F and rising and pavement temperature is 60°F and, rising. Work will be completed so that there is a minimum of two hours of direct sunlight remaining after completing the day's work. Sealer will not be applied under rainy or wet conditions such as an overcast sky with high humidity. UNDER NO CIRCUMSTANCES will work, be performed under cold and/or wet conditions, nor will tar emulsion be used that has been subjected to freezing weather.

E. Incidentals

1. The contractor and County will coordinate their activities with each other to insure the availability of the work area so as not to delay the execution of the project, to maintain traffic flow, and to minimize activities that might be detrimental to the work in progress such as automatic sprinkler systems, other customer or construction traffic, etc.
2. The contractor will notify the County of pavement areas that he feels have so deteriorated or have other outside factors such as poor drainage, improper construction, etc., that will render the application of a seal coat ineffective.
3. Protect signs, posts, street lamp posts, trees, shrubs, and tops of curb and gutters from being discolored by splashing asphaltic material.
4. Keep traffic off freshly applied sealer for 24 hours minimum.
5. Seal coating operations at County facilities shall not be performed on normal work days for County employees, i.e. the seal coating shall be accomplished on Saturday. The Contractor shall coordinate with the LCPW Maintenance Supervisor to request a date to perform the seal coating. The coordination shall take place and approval received at least 10 calendar days prior to the desired application date. The County will move our equipment, vehicles etc., off the pavement areas prior to the application date. The County will provide barricades to block the access points into our facility locations for the application date.

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for the Road and Bridge Construction" adopted April 1, 2016, the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2017, and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern.

1. The contract unit prices bid herein shall include all applicable taxes.
2. The Contractor shall determine the exact location of all public and private utility facilities prior to starting construction and shall exercise due care during construction so as not to disrupt or damage these facilities.
3. The Contractor shall be responsible for notifying all affected utility companies not less than forty-eight (48) hours prior to starting construction.
4. It shall be the responsibility of the Contractor to repair and restore any underground or overhead cables, pipes, mains, sprinkler systems and similar public and private underground facilities disrupted or damaged by the Contractor. This work, as required, shall be performed to the satisfaction of the Director and the cost thereof shall be borne by the Contractor.

5. All traffic shall be maintained during construction operations in accordance with Article 107.14 of the Standard Specifications. The furnishing, installation, maintenance, relocation and subsequent removal of all signs, traffic cones, barricades, warning lights and other devices which are to be used for the purpose of regulating, warning or guiding traffic including flagman, during the construction of this improvement shall be considered incidental to the Contract.
6. It is the responsibility of the Contractor to properly dispose of all debris that results from the restoration of all patches and driveways.
7. Property Owners shall be notified in writing 48 hours in advance of work adjacent their driveway that will prohibit access. The notification shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.
8. The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the asphalt placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

LOCATION OF WORK

The COUNTY owns, operates and maintains sanitary sewer mains and water mains throughout Lake County. The locations of patching and seal coat work will be summarized after award along with the type of work and quantity.

For HMA restoration and seal coating at additional areas later in the season (Summer and Fall), quantities shall be field verified by the COUNTY and agreed upon by the Contractor before work begins.

PART 2 - PERFORMANCE AND PAYMENT

PERFORMANCE

The CONTRACTOR shall faithfully perform all work as set forth in these specifications. If the CONTRACTOR fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the COUNTY reserves the right to withhold authorization of Request for Payment of completed work until such time that performance has been improved or the dispute resolved. In those instances when a dispute cannot be resolved, the dispute shall be resolved by the PUBLIC WORKS DIRECTOR whose decision shall be final.

SCHEDULED COMPLETION OF WORK

All restoration work for this first phase (Fall 2023) must be completed within 45 days of issuance of the Notice to Proceed. The second phase of work (Spring 2024) will be shared with the contractor prior to March 15th and must be completed no later than April 30th and the final phase of work (Summer 2024) will be shared with the contractor prior to July 1st and must be completed prior to August 15th. Failure to complete all the work for a particular phase shall be cause for cancellation of this agreement.

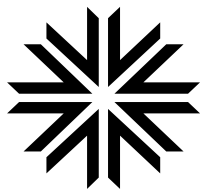
A weekly (beginning on a Monday) work schedule of restoration locations shall be emailed to Juan Cisneros jcisneros@lakecountyil.gov no later than 11:00 A.M. the Thursday before the work week.

ACCEPTANCE OF COMPLETED WORK

Areas will be inspected after restoration is completed at each location and after the CONTRACTOR has certified that the completed work has complied with the specifications. The COUNTY reserves the right to reject any completed work which does not comply with these specifications. Payment for any and all work will not be made until the restoration site has been completed, inspected and accepted.

PAYMENT

Paving and seal coating will be measured for payment in place, and the area computed in square feet. No additional area will be calculated for repeat application of the seal coat. The unit price shall include all equipment, materials, and labor required to perform the operations contained in these specifications.



LakeCounty

Addendum Acknowledgement Bid #23076

The undersigned acknowledges receipt of the following addendum(s):

ADDENDUM #	SIGNATURE

I have examined and carefully prepared the submittal documentation in detail before submitting my response to Lake County.

Bid Number: 23076

Company Name: _____

Authorized Representative: _____
Signature

Authorized Representative: _____
Print

Date: _____

It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

If the submittal has already been received by Lake County, vendors are required to acknowledge receipt of addendum via email to purchasing@lakecountyil.gov prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.

**ASPHALT PATCHING AND SEAL COATING FOR LAKE COUNTY PUBLIC WORKS
CONTRACTOR QUALIFICATIONS**

April 2023

Name and Address of Office from which this contract will be administered
(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____

Address: _____

Phone: _____ Fax: _____

Email Address _____

Project Manager: _____

Years in Business: _____

Number of Employees: _____

Annual Sales: \$ _____

Dunn & Bradstreet #: _____

Indicate if firm is a certified M/W/DBE and attach certification: _____

List employees who will be dedicated to the Project: (Attach additional pages as necessary)

NAME	POSITION TITLE	NUMBER OF YEARS	AREA OF RESPONSIBILITY/TASK EXPERIENCE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please return this form with all Bid Documents by the date and time shown on the Invitation to Bid.

Pursuant to applicable sections of the Lake County Purchasing Ordinance, the Purchasing Division is required to determine whether or not a bidder is responsible. A responsible bidder is defined as "an entity (business) who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." Information furnished by a bidder will be reviewed by the Purchasing Division, using department, and the project architect /engineer. Said information shall not be otherwise disclosed without prior written consent by the bidder. Failure to submit this form by the date and time specified shall be cause for rejection of your bid.

QUALIFICATIONS OF A RESPONSIBLE BIDDER

BIDDER shall comply with the following requirements:

Business duration: Minimum 10 years in business.

- a. References and Example Projects as identified in Section 4.0 shall meet the requirements listed therein.
- b. Safety: Worker’s compensation premium modifier not more than 1.0 or an explanation of special circumstances.
- c. Contract completion history: No defaults of any construction.
- d. Reference check: Positive references and confirmation of firm’s capabilities.

The contracting authority reserves the right to request written documentation of these qualifications. Project experience documentation shall include, at a minimum, the following information: Project name, brief project description, construction cost, construction start and completion dates, owner, owner’s agent and architect including contact names and phone numbers.

1. For the current proposed project, list work to be performed by your own forces:

2. List Proposed Major Subcontractors for this Project:

Trade	Name	Amount (\$)	Apprenticeship Program Name	U.S. Dept. of Labor Registration Number

3. Bank Reference:

Address:

Contact:

4. Bonding Company:

Agency Name:

Address:

Contact:

5. Insurance Company:

Agency Name:

Address: _____

Contact: _____

6. Trade References (list Four):

Name: _____

Address: _____

Contact: _____

Telephone #: _____

Name: _____

Address: _____

Contact: _____

Telephone #: _____

Name: _____

Address: _____

Contact: _____

Telephone #: _____

Name: _____

Address: _____

Contact: _____

Telephone #: _____

7. A. Have you within the last five years failed to complete a contract?

Yes _____ No _____

B. Are there any judgments, claims or suits pending or outstanding against you?

Yes _____ No _____

If answer to either question is Yes, submit details on a separate sheet.

C. List all claims that have been filed by or against your firm due to construction contracts in the last five years, including arbitration:

9. Financial Statement- attach separate sheet(s) as necessary:

Current Assets:	\$		
Fixed Assets (Depreciated):	\$		
Other Assets:	\$		
Total Assets:			\$
Current Liabilities:	\$		
Long Term Liabilities:	\$		
Total Liabilities:			\$
Net Worth:			\$

Date of Latest Balance Sheet: _____

Accounting Firm: _____

(Lake County reserves the right to request a copy of financial statement.)

10. Major Contracts Completed During Last Five Years:

Year	Name of Project	Architect/Engineer	Contract Amount (\$)

11. Average Annual Billing for Last Five Years: \$ _____

12. Total Work in Progress and Under Contract: \$ _____

13. List All Major Work Currently Under Contract:

% Completed	Name of Project	Architect/Engineer	Contract Amount (\$)

The undersigned hereby certifies that answers to the foregoing questions and all statements therein contained are true and correct. Surety, bank, subcontractor, supplier, or any other persons, firms or corporations with whom we have done business, or who have extended any credit to us are hereby authorized to furnish you with any information you may request concerning our organization including, but not limited to, information concerning performance on previous work or credit standing with any of them. We hereby release any and all such parties from any legal responsibility whatsoever of having furnished such information to you.

Name of Organization: _____

By: _____

Title: _____ Date: _____

REFERENCES

List below other organizations (users of similar size and structure to Lake County preferred) for which these or other similar services have been provided:

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____

**ASPHALT PATCHING AND SEAL COATING FOR LAKE COUNTY PUBLIC WORKS
VALUE ADDED SERVICES**

April 2023

Please include any value-added services your firm provides in your response:

The County of Lake has a responsibility to balance fiscal, environmental and social considerations into its operational decision-making process. The County's commitment to green and sustainable practices and good environmental stewardship was memorialized by the Lake County Board in the County's 2013 Strategic Plan where sustainability is listed as a value and a goal. This was further strengthened in September 2020 by adopting a Net Zero Emissions goal through Joint Resolution. Therefore, we shall promote environmentally preferable purchasing, whenever practical, by procuring goods or services that lessen the destructive effects on the environment and the health and well-being of all citizens.

Consideration of the practices adopted by our contracted firms is key to magnifying the impact of the County's sustainability measures. Proposers are requested to provide a Statement of Sustainability demonstrating the methods they have incorporated into their firms. Sustainability may be one of the scoring criteria included the evaluation rubric for the award of this contract.

INSTRUCTIONS

Please provide a narrative outlining any policies or practices implemented by your firm to reduce your carbon footprint. Your response should include, but need not be limited to:

- A copy of your firm's sustainability policy, awards and accolades.
- Practices such as waste minimization, energy/water efficiency, methods instituted to reduce pollution, green products utilized, staff education, community involvement and volunteerism.
 - o Specifically include the percentage of your firm's energy that comes from renewable sources and percentage of your fleet that is non-emitting.
- Sustainable approaches your firm may have for this specific project.
- Cost variances to incorporate a more sustainable approach to this project and any calculated life cycle costs.



VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:	Bid #23076		

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

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

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:	
Printed Name:		Date:	

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 #23076		
Vendor Name:			
Address:			
Primary Contact Name:			
Primary Contact Email Address:			
Primary Contact Phone Number:			
Project Manager Name:			
Project Manager Email Address:			
Project Manager Phone Number:			
# Years in Business:		Number of Employees:	
Annual Sales:	\$	Dunn & Bradstreet #:	
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)		
	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.

Signature, Title

Printed Name, Title

Date

Vendor Certification Definitions

- **Minority-owned business (MBE)**
A business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- **Woman-owned business (WBE)**
A business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.
- **Veteran-owned Business Enterprise (VBE)**
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans.
 - Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
 - Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.
- **Persons with Disabilities Owned Business Enterprise (PDBE)**
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability.
 - Disability or Disabled means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.
- **Service-Disabled Veteran-owned Business Enterprise (SDVBE)**
A small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans.
 - Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
 - Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).
- **BEP – Business Enterprise Program**
Business Enterprise Program (BEP) BEP assists businesses owned by minorities, women and people with disabilities gain access to the State of Illinois procurement process. BEP certification with the State of Illinois can also open the door to opportunities with other public and private entities which are looking for diverse suppliers.
- **Small Disadvantaged Businesses (SDB)**
A Small Disadvantaged Business (SDB) is a small business owned and controlled by socially and economically disadvantaged individuals as defined by Federal Acquisition Regulation (FAR) 19.001
- **Veteran-Owned Small Business (VOSB)**
A Veteran-Owned Small Business (VOSB) is a small business that is at least 51 percent owned by one or more veterans; or, if a publicly owned business, at least 51 percent of the stock is owned by one or more veterans. Also, one or more veterans control management and daily business operations of the firm.
- **Local business**
Lake County launched a Buy Local. Build Local. Work Local initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law.



RESPONSIBLE BIDDER AFFIDAVIT

Vendor Name:		Federal Employer Tax Identification #:	
Address:			
Contact Person:		Contact Phone #:	

- 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]

_____ 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.
- The bidder shall provide on a separate document a listing of all trades that are to be contracted under the awarded contract and submit the certificate of registration for the apprenticeship and training programs that have been approved and registered with the United States Department of Labor.

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:	
Printed Name:		Date:	

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