



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

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid #23159 – Job Order Contracting for Lake County.

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

1. Go to www.lakecountypurchasingportal.com
2. Click on the Bid Number: Bid #23159
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 #23159
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: #23159	Vendor Name: _____
Buyer: Yvette Albarran	
Bid Description: Job Order Contracting for Lake County	Deliver to: Lake County ATTN: PURCHASING DIVISION 18 N. County Street – 9 th Floor Waukegan, IL 60085
*Bid Due Date: October 19, 2023, 11:00 a.m. local time.	

*Please note: Responses are due at October 19, 2023, at 11:00 a.m. local time. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at purchasing@lakecountyil.gov to receive confirmation that we have successfully received your submissions. Deadline for questions is October 12, 2023, at 12:00 p.m. local time.



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

E-Mail: purchasing@lakecountyil.gov

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

SUBMISSION INFORMATION

INVITATION: 23159
 BID OPENING DATE: October 19, 2023
 TIME: 11:00 a.m. local time
 Lake County Purchasing
 Submit 1 electronic copy

ISSUANCE DATE: September 26, 2023
 BUYER: Yvette Albarran

INVITATION TO BID VENDOR INFORMATION

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

JOB ORDER CONTRACTING FOR LAKE COUNTY

THE BIDDER SHALL SET FORTH ADJUSTMENT FACTORS IN LEGIBLE FIGURES IN THE RESPECTIVE SPACE PROVIDED. FAILURE TO SUBMIT ALL ADJUSTMENT FACTORS WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	= Total
1.	Adjustment Factor for Unrestricted Environment, Normal Working Hours	___ . ___ _ _ _ _	X 0.40	= ___ . ___ _ _ _ _
2.	Adjustment Factor for Unrestricted Environment, Other Than Normal Working Hours	___ . ___ _ _ _ _	X 0.20	= ___ . ___ _ _ _ _
3.	Adjustment Factor for Restricted Environment, Normal Working Hours	___ . ___ _ _ _ _	X 0.20	= ___ . ___ _ _ _ _
4.	Adjustment Factor for Restricted Environment, Other than Normal Working Hours	___ . ___ _ _ _ _	X 0.15	= ___ . ___ _ _ _ _
5.	Adjustment Factor for Non-Pre-priced Tasks	___ . ___ _ _ _ _	X 0.05	= ___ . ___ _ _ _ _

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	= Total
6.	Add all the total amounts in the right column. The sum of these total amounts is the Award Criteria Figure.			= ____ . ____ _ _ _ _

AWARD SHALL BE CONSIDERED FOR THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER AS DETERMINED.

	BID ADJUSTMENT FACTOR AS SUBMITTED TO LAKE COUNTY (must match row 6 above)	= ____ . ____ _ _ _ _
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Notes to Bidder:

- Specify lines 1 through 6 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- The Unrestricted Environment, Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Unrestricted Environment, Normal Working Hours Adjustment Factors.
- The Restricted Environment, Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Restricted Environment, Normal Working Hours Adjustment Factors.
- The Non-Pre-Priced Adjustment Factor must be greater than or equal to 1.0000.
- The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the lowest base bid price (Award Criteria Figure).
- When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

A pre-bid meeting will be held on October 2, 2023, 10:00 a.m. Central Standard Time, 648 N. Winchester Road, Libertyville, Illinois

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

The County seeks to award one (1) or more, with a maximum of three (3), Job Order Contracts (JOC) to qualified licensed general contractors to provide for general construction on an as-needed basis at various Lake County facilities. JOC is a competitively bid, firm fixed priced, indefinite quantity contract. The Work includes a collection of tasks and related specifications that have preestablished unit prices. These tasks and related specifications are included in the Construction Task Catalog®. This Construction Task Catalog® was developed by the County and is based on the use of experienced labor and high-quality materials. All of the unit prices incorporate prevailing Lake County cost data. The labor prices are based on prevailing wages in the Lake County area, as determined by the Illinois Department of Labor. The CTC® also incorporates local activity, climate and geographic features.

The JOC concept also includes a provision for the establishment of prices for Work requirements which are within the general scope of Work but were not included in the Construction Task Catalog® at the time of Contract award. These tasks are referred to as "Non-Pre-priced Tasks". Non-Pre-priced (NPP) Tasks may require the establishment of specifications and drawings and may subsequently be incorporated into the Construction Task Catalog®.

JOC has been utilized by Lake County since 2009 to accomplish small to medium sized projects with a typical Job Order value within the range of \$10,000 to \$350,000. However, Job Orders in the \$500,000 to 900,000 range have also occurred. Since the implementation of the County's Job Order Contracting Program, the County has completed over 340 Job Orders.

2. SUBMISSION OF BIDS

Bids will be accepted until **October 19, 2023, at 11:00 a.m. Central Standard Time**, 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.
- Statement of Sustainability.
- Addendum Acknowledgement Form.
- Vendor Disclosure Form.
- Vendor Certification Form.
- Responsible Bidder Affidavit including copies of apprenticeship certificates for the bidder and bidders subcontractors.
- Provide a copy of Vendor Safety Policies and Procedures.
- Provide bid security in accordance with these specifications.

4. 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.

5. RESERVED RIGHTS

The County of Lake reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all Bids or any portion thereof, or to accept an alternate Bid. The County reserves the right to waive any immaterial defect in any Bid. Unless otherwise specified by the Bidder or the County, the County has sixty (60) days to accept the Bid. The County may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

6. AWARD

Lake County intends to award this contract to the lowest responsive and responsible bidder(s), up to three vendors, who are in compliance with the specifications, terms, conditions contained herein. The Contractor(s) 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. The basis of award shall be the sum total of bid items #1 through #6.

7. CONTRACT TERM

This Contract is effective for a period of twelve (12) months from the date of award or the expenditure of the Maximum Term Value, whichever occurs first. The County shall have the option to extend the term of the Contract for four (4) additional Contract terms of twelve (12) months each for a total of five (5) terms. The extension of additional terms shall be from the expiration of previous term or until the achievement of the Maximum Value of the term, whichever occurs first.

Work ordered prior to but not completed by the expiration of any Contract term will be completed with all provisions of the Contract still in force. At the end of any contract term, Lake County reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

8. RESPONSIBLE BIDDERS' ORDINANCE

Lake County has a Responsible Bidders Ordinance and to qualify as responsive bidder, bidders and all subcontractors must participate in an active apprenticeship and training programs approved and registered with the US Department of Labors Office of Apprenticeship for each of the trades of work contemplated under the awarded contract.

9. 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.

10. INTERPRETATION

For brevity, certain phrases in the Contract Documents are understood. Unless specifically stated as an obligation of the County, it is understood to be an obligation of the Contractor. Where phrases such as: 'as selected', 'as directed', or 'as approved' are used, the following phrase 'by the County, or by the Engineer acting for the County' is understood. Where phrases such as 'or equal', or 'approved equal', are used, the following phrase 'as determined by the County, or the Engineer acting for the County', is understood.

11. BID PRICE

There are five Adjustment Factors for this Contract. Adjustment Factor shall mean a competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®. When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task. The Adjustment Factors are as follows:

- A. Unrestricted Environment, Normal Working Hours. Unrestricted Environment shall mean: those environments in which the Contractor’s construction operations are not impacted due to the nature of the facility. Normal Working Hours shall mean: the hours from 6:00 a.m. to 4:30 p.m. Monday through Friday, except for Federal Holidays.
- B. Unrestricted Environment, Other Than Normal Working Hours. Unrestricted Environment shall mean: those environments in which the Contractor’s construction operations are not impacted due to the nature of the facility. Other than Normal Working Hours shall mean: the hours of 4:30 p.m. to 6:00 a.m. Monday through Friday and all-day Saturday, Sunday, and Federal Holidays. Adjustment Factors must be greater than or equal to the Unrestricted Environment, Normal Working Hours Adjustment Factors.
- C. Restricted Environment, Normal Working Hours. Restricted Environment shall mean: an environment in which the Contractor’s construction operations are impacted and productivity is decreased due to the nature of the facility. Some portions of the following facilities that are considered Restricted Environments can include, but are not limited to, jails, courthouses, medical facilities in which patients are in the immediate vicinity of the Work and any other area the County deems to be a Restricted Environment. All additional costs associated with working in a Restricted Environment are included in the Contractor’s Adjustment Factor for Restricted Environments. Additional costs can include but are not limited to cost for multiple cleanings, costs associated with lost time or decreased productivity. Adjustment Factors must be greater than or equal to the Unrestricted Environment, Normal Working Hours Adjustment Factors.
- D. Restricted Environment, Other Than Normal Working Hours: Adjustment Factors must be greater than or equal to the Restricted Environment, Normal Working Hours Adjustment Factors.
- E. Non-Pre-priced. Non-Pre-Priced Task shall mean: a task that is not set forth in the Construction Task Catalog®. Adjustment Factors must be greater than or equal to 1.0000.

For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages below. The Award Criteria Figure is only used for the purpose of determining the lowest base bid price:

Adjustment Factor	% Weight (For Bid Evaluation Only)
Unrestricted Environment, Normal Working Hours	40%
Unrestricted Environment, Other than Normal Working Hours	20%

Adjustment Factor	% Weight (For Bid Evaluation Only)
Restricted Environment, Normal Working Hours	20%
Restricted Environment, Other than Normal Work Hours	15%
Non-Pre-Priced	5%

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

12. CONTRACT VALUE

The Minimum Contract Value for this Contract is \$50,000. The Contractor is guaranteed to receive the opportunity to perform Job Orders totaling at least \$50,000 during the Base Term of the Contract.

The estimated value for each Contract is \$2,000,000 per term, plus any carry-over amounts from a previous term(s). The Maximum Contract Value is \$10,000,000.

The Contractor may be issued Job Orders totaling the estimated Annual Value during any term of the Contract. The Contractor is not guaranteed to receive this volume of Job Orders. It is merely an estimate. The Owner has no obligation to give the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.

13. 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, Contractor 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 Contractor's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Contractor 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 Contractor 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 Contractor to contractual damages of any kind.

14. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail in the Contract Documents: (1) Drawings and Specifications; (2) the Award Letter; (3) the Terms and Conditions set forth in the Bid document (General, Special, and other Conditions); (4) Addenda issued prior to Award and Modifications issued after Award; and (5) Awarded Bidder's response to bid (but not including any modification and/or exceptions taken by the awarded bidder which were not accepted in writing by Lake County).

15. INVOICES AND PAYMENT

- a. The County will issue purchase order(s) for approved job orders, 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 (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.

Applications for Payment shall be submitted electronically Applications for Payment shall be submitted to fasap@lakecountyil.gov. Paper copies shall be submitted to FASAP 18 N. County Street 9th Floor Waukegan, IL 60085-4350.

The first partial payment package shall contain the following documents:

- Application for payment
- Blanket waiver from the JOC Contractor for current application for payment
- Certified payrolls

Subsequent partial payment packages shall contain the following documents:

- Application for payment
- Blanket waiver from the JOC Contractor for current application for payment
- Waivers from all subcontractors for the previous application for payment
- Certified payrolls

The final payment package shall contain the following documents:

- Final application for payment
- Final waiver from the JOC Contractor
- Final waivers from all subcontractors
- Final certified payrolls

16. 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.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall waive any right of contribution against the County and shall indemnify and hold harmless the County and Architect and their officers, employees, elected officials, executives, consultants and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the performance of the Bidder's work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Bidder, any Subcontractor of the Bidder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the County would otherwise have. The Bidder shall similarly protect, indemnify, and hold and save harmless, the County and its officers, employees, elected officials, executives and agents from any and all claims, costs, causes, actions and expenses, including, but not limited to legal fees (attorney's and paralegal's fees, expert fees and court costs) incurred by reason of the Bidder's breach of any of its obligations under, or bidder's default of any provisions of the Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any subcontractor under the Workers' Compensation or Disability Benefits Acts or Employee Benefit Acts.

18. 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.

19. 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.

20. 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.

21. 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@lakecountyl.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.

22. 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.

23. CHANGE IN STATUS

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

24. REPORTING REQUIREMENTS

All awarded Contractors 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 Contractors provide an accounting of employees assigned throughout the term of the contract in regard 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.

25. 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.

26. 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 Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor 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).

Contractor 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 Contractor does 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.

Contractor 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. Access to Records.** Contractor agrees to provide Lake County, the U.S. Department of Treasury, 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.

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

- 3. No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

- 4. Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

- 5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors 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.

The undersigned shall require that the language of this attestation be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly to the tier above.

A failure to follow self-certification procedures may result in a civil penalty. Per 31 U.S. Code § 1352 Any person who fails to file or amend a declaration required to be filed or amended under subsection (b) of this section shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 6. Clean Air Act (42 U.S.C. 7401-7671q.), as amended.** Contractors who apply or bid for an award of \$150,000 or more shall comply with the following provisions:
- i. Clean Air Act**
 - a. The Contractor 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.
 - b. The Contractor 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.
 - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance
- 7. Procurement of Recovered Materials.** In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
- a. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
 - d. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 8. Access to Records.** Contractor 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

Contractor 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 Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Department of Treasury or the Comptroller General of the United States.

- 9. Copeland Anti-Kickback Act.** The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

- 10. Contractor Work Hours and Safety Standards Act.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

In the event of any violation of the above clause the contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the above clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause above.

Lake County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.

The contractor or subcontractor shall insert into any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier contractor.

11. Equal Employment Opportunity. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selectin for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the provision of this Section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federal assisted construction work. *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with administering agency and the Secretary of Labor in obtaining the compliance of contractors or subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

12. Federal Water Pollution Control Act

- a. The Contractor 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.
- b. The Contractor 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.

- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

13. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, Lake County, to the greatest extent practicable under a Federal award of American Rescue Plan dollars, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products)

- a. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Minority and Women Business Enterprises.

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources [12] of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists.
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and the North Carolina Office for Historically Underutilized Businesses.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. Additionally, an MBE or WBE qualifies if it is currently certified as a North Carolina "historically underutilized business" under N.C.G.S. §143-128.4(a) and qualifies as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

15. 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).

16. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

Contractor and any subcontractor, or the successor, transferee, or assignee of contractor or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal

financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract.17

17. Publications

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

18. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg.19216 (Apr. 18, 1997), contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

19. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

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 of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (minimum, and may be higher depending on the project)

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) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, 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

e) 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.

1. Project Administration

County's Representative
Irshad Khan, Director of Capital Improvement
Lake County Facilities and Construction Services
18 N. County St. 9th floor
Waukegan, IL 60085-4350
Phone: 847-377- 2461
E-Mail: IKhan@lakecountyil.gov

2. Contracting Authority

RuthAnne K. Hall, Purchasing Agent
Lake County Purchasing Division
18 N. County Street, 9th Floor
Waukegan, IL 60085-4350
Phone: 847-377-2929
E-Mail: rhall@lakecountyil.gov

3. Execution, Correlation and Intent

Site Inspection: It is understood that the Contractor, before submitting a Job Order Proposal, 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 additional payment will be made for not being familiar with existing conditions or requirements of the Contract Documents.

4. Permits, Fees and Notices

The Contractor shall secure any permits necessary; however, the Bidder shall not include the cost of the permit in the Bid. In the event that permit, or inspection fees are imposed, the County will reimburse the Contractor for the actual cost with no additional allowance for overhead and profit.

5. Personnel and Staffing

All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the Bidder. Bidder will pay all taxes pertaining to his employees as required by law.

Under no circumstances shall employees of the Bidder bring alcoholic beverages, drugs, or other contraband items onto County property or into any Lake County Facilities.

The Bidder shall not allow entry to any employee or Worker determined to be under the influence of drugs or alcohol. Any employee in Bidder's operations that may be deemed to be discourteous or objectionable on reasonable grounds, shall be appropriately counseled or disciplined by the Bidder to correct such behavior. In any event, the Bidder shall be responsible for the conduct of their employees and failure to provide courteous and well-mannered service shall be an event of default.

The County shall be entitled to request the removal of individuals Working on this contract for any of the following grounds, provided that such request be in writing and shall specify the reasons for Lake County's dissatisfaction:(is) unsatisfactory performance that causes negative operational impact at Lake County or causes Lake County to commit additional resources to avoid operational impact; (ii) dishonesty or belligerent conduct; (iii) lack of compatibility with Lake County staff; or (iv) violation of Lake County rules or polices. Upon such written request, Lake County and Bidder shall decide on a course of action to cure any such problems, provided that there shall be no cure opportunity required for

problems involving categories (ii) or (iv) in the preceding sentence. In the event Bidder does not cure the problem within (7) days from the date of notice, Bidder shall remove such person and shall promptly provide a qualified replacement.

6. Schedules

As requested for a Job Order, the successful Contractor shall furnish the following with the Job Order Proposal:

- a. Schedule for the performance of the Detailed Scope of Work, including number of workers/crews assigned, hours, and delivery dates from material suppliers.
- b. The contractor shall provide, for the construction phase, a schedule of all subcontractors and suppliers, together with their addresses and telephone numbers, and costs.

7. Conflicts

Wherever conflicts occur between trades, it shall be the responsibility of the trades involved to resolve the conflict at no additional cost to the County or Architect. The general contractor shall coordinate all adjustments to the Work. Such adjustments shall not be accepted until approved by the Architect.

8. Safety

The Contractor must be familiar with the Manual of Accident Prevention in Construction by the Associated General Contractors of America, current edition, and maintain at the Project a copy of said publication and will strictly enforce the applicable requirements of same. Contractor will also state the name of the Contractor's Safety Engineer who will be responsible for enforcing all Safety Requirements.

9. Toxic Substances

The Contractor shall comply with the Illinois "Toxic Substances Disclosure to Employees Act" for any substance(s) produced, used or stored in any manner where Lake County employees may be exposed. At least forty-eight (48) hours prior to any potential exposure, the Contractor must furnish the Department of Human Resources, 18 North County Street, Waukegan, Illinois 60085-4350 with "Material Safety Data Sheets" for any substance covered by this Act. The Department of Human Resources may require the Contractor to post signs or placards which identify the toxic substance(s) present. A complete copy of the Act is available from the Purchasing Department upon request. Refer questions concerning compliance with this Act to the Safety and Training Manager, Department of Human Resources, (847) 377-2700.

10. Hazardous Materials

The Contractor is not responsible for the removal of hazardous materials as part of the scope of this contract. If, during Work on this contract, the Contractor is confronted with suspected hazardous materials, the Contractor shall immediately stop Work and report the condition to the County and the County's Representative. The County shall be responsible to identify and remedy the hazardous condition. The Contractor shall be responsible to cooperate with the County, and any other Contractor responsible to remedy the hazardous situation. Any claim by the Contractor for time lost in the performance of the Work shall be fully compensated for by an extension of time in an amount equal to the time lost due to such delay, and such time extension shall be the Contractor' sole and exclusive remedy for such delay.

11. 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 fifty thousand dollars (\$50,000.00), payable without condition to Lake County.

12. Site Inspection

It is understood that the Contractor, 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.

13. 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.

14. Owner’s Right to Do Work

If the Contractor 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 Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

15. 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.

16. Responsible Bidders Ordinance

Lake County has a Responsible Bidders Ordinance and to qualify as responsive bidder, bidders and all subcontractors must participate in an active apprenticeship and training programs approved and registered with the US Department of Labors Office of Apprenticeship for each of the trades of work contemplated under the awarded contract.

17. Subcontractor Notification

It shall be the responsibility of the general contractor to notify any subcontractors used on a job order of the Prevailing Wage Act and Responsible Bidders Ordinance. Failure to provide documentation assuring compliance may result in non-payment for those services.

18. 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.

19. 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 Contractor 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, Contractor 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.

20. Force Majeure

(a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the “**Nonperforming Party**”) will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, and (2) the

Nonperforming Party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event.

(b) For purposes of this agreement, "**Force Majeure Event**" means, with respect to a party, any event or circumstance involving acts of God, war, civil disturbances or natural catastrophes that prevents a party from complying with any of its obligations under this agreement. However, a Force Majeure Event will not include a strike or other labor unrest that affects only one party, an increase in prices, or a Change in Law.

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

21. Use of Site

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

Any Work requiring shutdowns or disruptions of operations must be scheduled at least seven (7) calendar days in advance for minor shutdowns (fire alarms, electrical subpanels, etc.); at least fourteen (14) calendar days in advance for major shutdowns (water service, HVAC, electrical main distribution panels, etc).

All shutdowns of existing utilities (water, sewer, electrical, HVAC, etc.) will be performed by Lake County personnel only.

22. Cutting and Patching

Each subcontractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts fit together or to receive the Work of other contractors shown upon, or reasonably implied by, the plans and specifications for the completed structure, and he shall make good after them as may be directed by the Architect. General Contractor shall be responsible for cutting, fitting and patching his own Work.

23. Cleaning Up

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

24. Security

The Contractor 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 Contractor's Work or employees.

All County Buildings and grounds shall be considered secure environments.

- a. Contractor's and subcontractor's personnel will be subject to background security clearance checks.
- b. Contractor's and subcontractor's personnel will be required to go through security checkpoints where the Contractor's and subcontractor's tools are subject to inspection and re-occurring inventory checks.
- c. All additional costs associated with working in the secure environments shall be included in the Contractor's Adjustment Factors. Additional costs can include, but not be limited to, cost for replacing workers who do not pass background security clearance checks, and costs associated with lost time or decreased productivity.

25. Change Orders and Changes in Work

- a. *Change Order*: Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.
- b. *Changes in the Work*: The Owner believes that the Work will be fully defined in the Job Order and that

Supplemental Job Orders will not be necessary. However, in the event that a Supplemental Job Order is required, the Contractor shall review the Detailed Scope of Work to be performed under the Supplemental Job Order 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 Job Order. All Supplemental Job Orders and alternative suggestions must be approved by the County prior to execution. Pricing of Supplemental Job Orders shall be in accordance with the JOC Procedure for Ordering Work.

26. 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:

- a. We are not reasonably foreseeable at the time the contract was signed, or
- b. The change is germane to the original contract as signed, or
- c. Are in the best interests of the County and authorized by law.

27. Taxes

OWNER 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 OWNER. Should the federal excise tax be applicable to this transaction, OWNER 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 CONTRACTOR for incorporation into the OWNER's real property pursuant to CONTRACTOR's performance of this Contract shall be deemed purchased by the CONTRACTOR for the OWNER and transferred by the CONTRACTOR to the OWNER upon completion of this Contract.

CONTRACTOR(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 CONTRACTOR'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 CONTRACTOR, the OWNER shall supply its tax exemption certificate to the CONTRACTOR, provided that CONTRACTOR 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.

28. Progress Payments

Payments shall be made in the amount of 90% of the estimated value at or near project completion, less any previous payments to the Contractor 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.

29. Governing law; venue

The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.

30. Bonding Requirements

The successful Contractor shall furnish the following to the Lake County Purchasing Division:

- a. As part of the bid submittal the Bidder shall furnish a conceptual schedule for the performance of the contract,
- b. Within ten (10) calendar days after award of the contract, Certificates of Insurance and policy endorsements to comply with specified insurance requirements contained herein.

- c. Within ten (10) calendar days after award of the contract, payment and performance bonds in accordance with the requirements contained herein.

31. Contract Performance and Payment Bonds

The successful Contractor(s) shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- a. A performance and payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to \$2,000,000 as security for the faithful performance of the contract and 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.
- b. Documents required by this section must be received and approved by the Owner before a written contract will be issued.
- c. If the cumulative amount of work issued exceeds the amount of bonds submitted, the Contractor shall submit additional performance and payment bonds totaling estimated value of work proposed.

32. Superintendent

The Contractor shall give his personal attention to the Work or have at the site of the Work at all times a competent foreman, superintendent, or other representative satisfactory to the architects and having authority to act for the Contractor.

33. Joint Purchasing

- a. 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 ("Agency"), 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 or proposer. The bidder or proposer agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder or proposer 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 or proposers and governmental units shall be resolved between the immediate parties.
- b. The bidder or proposer and the other governmental units may negotiate such other and further terms 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 or proposer and the other governmental unit.
- c. The bidder or proposer 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.

34. Joint Purchasing Licensing

- a. If the Contract is utilized by Agencies, the Contractor agrees to pay The Gordian Group, Inc. (Consultant) a 6.25% JOC system license fee (License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Agency. The Contractor, in the Job Order Price Proposal, shall include a reimbursable task for the License Fee.
- b. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Consultant and the Contractor shall mutually utilize ezIQC® to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at Lake County's sole discretion, may be deemed grounds for termination of this Contract. The parties acknowledge that Consultant shall be,

and is hereby, named as an express third-party beneficiary under Section 14, with full rights to assess and collect the License Fee described above, and shall have all remedies available under the applicable laws of this jurisdiction in the event Contractor fails to remit payment to consultant. Notwithstanding the foregoing, Lake County shall have no obligation regarding payments between Contractor and Consultant.

- c. The Contractor acknowledges that The Gordian Group, Inc. will administer joint purchases through this Contract and that Lake County has no obligation to administer purchases by Agencies.
- d. Lake County and the Consultant authorizes the Contractor the use of Lake County’s and Consultant’s names, logos, trademarks, and Lake County and Consultant provided materials solely for the presentation and promotion of the availability and use of this Contract by Agencies and potential Agencies. The Contractor authorizes Lake County and the Consultant the use of the Contractor's name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by Agencies and potential Agencies.
- e. The Consultant shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Agency (“Purchase Order”).

Remittance of License Fees:	The Contractor shall remit License Fees as follows:
Make Checks Payable to:	The Gordian Group, Inc
Mail Checks to:	The Gordian Group, Inc. PO Box 79341 Baltimore, MD 21279-0341

- f. The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Member, provide notification to the Consultant of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezlQC.com or via facsimile to (864) 233-9100.
- g. The Contractor shall, within two (2) business days of sending an invoice to an Agency, provide notification to the Consultant of each invoice by forwarding a copy of the invoice via email to Invoice@ezlQC.com or via facsimile to (864) 233-9100.
- h. Lake County and the Consultant may request records from the Contractor for all joint purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes Owner and/or Agency to provide a copy of each Purchase Order issued to the Contractor. If discrepancies exist between cooperative purchasing activity and License Fees paid, Lake County or the Consultant will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of Lake County and/or the Consultant, Lake County and/or the Consultant reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event, Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

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 Subcontractor 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 Subcontractors.

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 Subcontractor 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.



Addendum Acknowledgement Bid #23159

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: Bid #23159

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@lakecountyl.gov prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

**JOB ORDER CONTRACTING FOR LAKE COUNTY
CONTRACTOR QUALIFICATIONS**

September 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 _____
 Annual Sales \$ _____
 Number of Employees _____
 Dunn & Bradstreet # _____
 Indicate if your firm is signatory to a union: _____

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 5 years in business.

- a. References and Example Projects.
- b. Responsible Bidder Affidavit including copies of apprenticeship certificates for the bidder and bidders' subcontractors.
- c. Safety: Worker's compensation premium modifier not more than 1.0 or an explanation of special circumstances.
- d. Contract completion history: No defaults of any construction.
- e. 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. Contracts Completed During Last Three Years **(NOTE: BIDDER MUST INCLUDE A MINIMUM OF 5 PROJECTS WITH DIRECT CONTRACT VALUE GREATER THAN THE MAXIMUM VALUE OF THIS BID, TWO MILLION DOLLARS (\$2,000,000.00)).** The Bidder shall infill the below table for the County’s review. The Bidder is advised to highlight projects, references, and similar initiatives which illustrate their ability to manage similar value, complex, multi-faceted initiatives. References for the listed projects will be contacted.

Year	Name of Project	Owner	Contact Info.	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 _____

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. A copy of your firm's sustainability policy, awards and accolades.
- b. Practices such as waste minimization, energy/water efficiency, methods instituted to reduce pollution, green products utilized, staff education, community involvement and volunteerism.
- c. Specifically include the percentage of your firm's energy that comes from renewable sources and percentage of your fleet that is non-emitting.
- d. Sustainable approaches your firm may have for this specific project.
- e. 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 #23159		

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 # 23159		
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 mean 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 (PDDBE)**

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)

The bidder shall initial each requirement identified below acknowledging that they are compliant with the Responsible Bidder Affidavit:

- _____ 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 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 submit copies of apprenticeship certificates with the bid submission.**
- _____ 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 submit copies of apprenticeship certificates with the bid submission.**
- _____ 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.

1. GENERAL PROVISIONS

Interpretation of Plans and Specifications

1. Intent of Plans and Specifications:
 - a. The Contractor's Adjustment Factor includes, and the Contractor shall provide and furnish, all items necessary and incidental to the Work and the Project, including but not limited to all materials, parts, labor, supervision, coordination, administration, equipment (except as otherwise stated in the Contract Documents) tools, power, shop plans, working drawings, design drawings including architectural and engineering services in support of the Job Order, and incidentals required by the Contract Documents and desirable for the full completion of the Work, whether or not particularly shown, described, or specified in the Contract Documents; and the Contractor's bid price(s) includes all cost relating to, or associated with, the foregoing including but not limited to all direct costs, overhead and profit.
2. Architectural and Engineering Services:
 - a. Under this Contract it is expected that the level of A/E services and design, if any will be incidental to the Contract and therefore included in the Contractor's Adjustment Factors. However, if the level of A/E services for a Job Order requires that the Contractor provide stamped drawings and plans, the Contractor will be compensated by including in the detailed Price Proposal the reimbursable work task from the CTC[®]. The Contractor will be required, as on any construction project to provide shop drawings, as-built drawings, project layout drawings and sketches as required, and the cost of those items shall be included in the Contractor's Adjustment Factors.
 - b. The preparation of drawings/plans, specifications, safety plans, shop drawings, product data and samples, as-builts and all other documentation required herein by the Contractor as required by individual Job Orders is part of the Detailed Scope of Work of this Contract and the cost there of shall be included in the Contractor's Adjustment Factors.
 - c. Approval by the County of plans and drawings prepared by the Contractor does not relieve the Contractor from the responsibility of performing the work according to applicable codes, laws, and ordinances. Comments on or approvals given to any plans, drawings, schedules, or means and methods shall not relieve the Contractor from the responsibility of performing the work to achieve the objectives of the Job Order

Shop Drawings, Product Data, Records and Samples

1. Contractor's Responsibilities and Submittal Procedures
 - a. At the direction of the County, Shop Drawings, Product Data, and Samples are part of the Work under this Contract and must be provided to the satisfaction of the County at the expense of the Contractor.
 - b. The Contractor must submit to the County such Shop Drawings, Product Data, and Samples required for the Work involved under this Contract in accordance with the Schedule.
 - c. The Schedule must include a schedule of proposed submittal dates. The dates listed in the schedule must allow sufficient time for review and processing by the County and re submittal, if necessary, of Shop Drawings or other data before the Work represented by Shop Drawings and Samples is needed by the Contractor to complete its performance under this Contract. No extensions of time will be granted to Contractor because of its failure to have Shop Drawings, Samples and Product Data submitted in time to allow for review, re submittal and final review.

- d. The Contractor must prepare and submit proper Shop Drawings, Samples and Product Data in accordance with its contractual obligations. By submitting Shop Drawings, Product Data and Samples, the Contractor represents that it has determined and verified all materials, field measurements, field conditions and quantities, and that it has checked and coordinated the information contained within submittal, including its Subcontractors' Submittal, with the requirements of the Work and of the Contract Documents.
- e. All Shop Drawings, Product Data and Samples must be dated and stamped by the Contractor and indicate that the submittal has been reviewed and checked prior to submittal and found to be in conformance with the Contract Documents. All submittals shall be transmitted to the County.
- f. Shop Drawings must be submitted with accurate dimensions. The Shop Drawings must represent the actual manner in which the Work is manufactured and installed, and the relation of the Work installed to that of other trades, clearances, and all other pertinent data. Cross-section drawings must indicate minimum clearances and all other pertinent data. Dimensions must be expressed in feet and inches. Designs prepared in the metric system may be submitted with metric units, but the equivalent English units must also be shown. All weights and dimensions must be certified prior to submission for review.
- g. The County's review and acceptance of Shop Drawings in no way relieves Contractor from responsibility for errors or omissions which may exist in the Work or on certified Shop Drawings. Where such errors or omissions are discovered, they must be corrected by Contractor at no additional cost to the County. Submittal must be sufficiently complete to allow for proper review. Contractor must submit all Shop Drawings, Video Tape, Samples and Product Data to the County for review with an accompanying transmittal letter containing the above Submittal identification data and a list of items being submitted. Contractor must coordinate Submittal into logical groups or sets to facilitate review of several related items.
- h. Any Submittal which in the County's sole opinion is not complete and in proper form will be returned to the Contractor without review. The Contractor must not submit duplicates or reproductions of any Contract Documents issued by the County as Shop Drawings.
- i. Prior to submitting Shop Drawings, Product Data, or Samples, the Contractor must notify the County in writing of any deviations in the Submittal from the requirements of the Contract. If deviations from the Contract requirements are rejected by the County or if evaluation of the deviations delays the progress of Work, any delay caused will not be compensable by a time extension.

2. Review by the County

- a. Submittal will be reviewed by the County for compliance with the Contract Documents. In reviewing the Submittal, the County will not verify dimensions and field conditions. Any such review does not relieve the Contractor, Subcontractor, manufacturer, fabricator or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents, nor does it relieve them from responsibility for (i) errors of any sort in Shop Drawings, Samples and Product Data, (ii) responsibility for proper fitting of the Work, or (iii) the necessity of furnishing any Work required by the Contract documents which may not be indicated on Shop Drawings when reviewed. The Contractor is solely responsible for any quantities which may be shown on the Shop Drawings. The County's review of a specific item does not indicate approval of an assembly of which the item is a component.
- b. Contractor must not fabricate products, begin Work, order or have delivered any material, equipment or system which requires a reviewed Submittal until return of the Submittal from the County with a stamp authorizing Work and/or delivery and installation to be performed, as described in Paragraph 3., immediately below.
- c. The County will return submittal stamped as follows:
 - i. "No Exceptions" means no changes need be made on the reviewed Submittal. The Contractor may proceed with the Work for that Submittal. Re-submittal is not required.

- ii. "Exceptions as Noted" indicates that the Submittal is accepted subject to the corrections and/or comments noted. The Contractor may proceed with the Work for that Submittal provided that the Contractor incorporates the County's comments, and/or corrections. Re submittal is not required.
- iii. "Revise and Resubmit" means that the Submittal does not meet all the requirements necessary to proceed with the Work associated with the Submittal. The Contractor must resubmit in accordance with the reviewer's comments and/or corrections. Submittal marked in this manner must not be released for fabrication, delivery or construction.
- iv. If the Submittal requires revision, the Contractor must notify the County and all pertinent Subcontractors, in writing, that the reviewed set has been withdrawn.
- v. Submittal that requires revisions must be corrected and resubmitted to the County to maintain the approved CPM schedule, but in no event more than three (3) days after receipt of the County's comments.
- vi. Shop Drawings: After review by the County, one reproducible stamped by the County, as previously described in Paragraph 3 above, will be returned to the Contractor.
- vii. Submission and Review of Samples: In the event that a considerable range of color, graining, texture or other characteristics may be anticipated in finished products, a sufficient number of Samples of the specified materials must be furnished by the Contractor to indicate the full range of such characteristics which will be present in the finished products. Any product delivered or erected without submittal and review of full range Samples shall be subject to rejection. Each tag or sticker shall have clear space for the stamps of the Contractor and County. Notice of the result of the review will be provided to the Contractor with one of the stamps indicated in Paragraph 3 above. Rejected samples will be returned. Accepted samples will be retained by the County and become the property of the County. Where color samples are required to be submitted, color samples must be submitted on the actual material which will finally be installed in the Work.
- viii. Product Data: After review by the County, product data stamped by the County as previously described will be returned to the Contractor.

3. Source of Materials

- a. Contractor shall notify the County in writing as soon as possible after the Contract has been awarded, but not less than three (3) weeks prior to the need for inspection and testing of the source (or sources) from which Contractor expects to obtain the various construction materials. The source of supply of each material used shall be approved by the County before delivery is commenced. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the County, the Contractor shall furnish materials from other approved sources.

4. Record Documents

- a. At Substantial Completion, the Contractor must deliver to the County, clearly marked "Record Documents," all As-Built Drawings, record Shop Drawings, Product Data, instructions, parts list, and operations and maintenance manuals arranged in proper order and indexed.

5. As-Built Drawings

- a. As the Work progresses, the Contractor and the Subcontractor for each trade or division of work, under the direction of the Contractor must keep a complete and accurate record of the following:
- b. Changes between the Work as shown on the Contract Drawings and the Shop Drawings indicating the Work as actually installed.

- c. The specific location of all infrastructure elements, including piping, valves, ductwork, equipment, driveways, catch basins, sewer lines, waterlines, water mains, and other such elements which were not accurately located or changed location or elevation from that shown on the Contract Drawings; and
 - d. Equipment schedules indicating manufacturers' names and model numbers installed.
 - e. Changes must be neatly and correctly recorded daily on full size prints of the Contract Drawings updated daily. This record set of Contract Drawings must be kept at the job site for inspection by the County. Upon completion of the Work, the Contractor shall submit a final set of full-size prints to the County for review and acceptance.
 - f. At the time As-Built Drawings are delivered to the County, the Contractor and each Subcontractor shall certify, in writing, that the As-Built Drawings are complete and accurate.
6. Record Shop Drawings and Product Data
- a. As the work progresses, the Contractor must keep a complete and accurate record of the changes and deviations from the Work as shown on the Shop Drawings and Product Data indicating the Work performed. The Contractor must furnish Record Shop Drawings in a form acceptable to the County. Record Shop Drawings must be submitted for all items reviewed as Shop Drawings.
7. Instructions, Parts List and Operation and Maintenance Manuals
- a. The Contractor must furnish a complete list of equipment actually installed. The list must include a copy of pertinent nameplate data, name and address of local representative who stocks or furnishes repair or replacement parts, and name, address, and telephone number of the Subcontractor responsible to Contractor for the equipment under the guarantee. Contractor must guarantee any such equipment with respect to the County.
 - b. The Contractor must submit suitable operating instructions for each major component of equipment and its controls. Instructions must include a schematic diagram accurately showing equipment and controls as installed. Included with each diagram must be a set of simple operating instructions stating how the system shall be stopped and started, what adjustments are to be made by the operator, and what to do in case of an emergency. Copies of proposed instructions must be submitted to the County for review and acceptance. Upon acceptance, the Contractor must post applicable instructions as directed by the County.
 - c. The Contractor must submit maintenance data prepared by the manufacturer of each major component of equipment and its controls. Data must include complete parts list, itemized lists of common purchase items of materials (e.g., bearings, packing, connectors, sealing devices, and other standard items) indicated by their standard trade designation, recommended routine and inspection maintenance, including testing recommendations to evaluate efficiency of performance, lists of special tools and gauges, lubricating instructions, and recommended spare parts lists, tolerances and clearances required for maintenance, and trouble-shooting guides prepared in a simple format to indicate complaint or problem, probable cause, and remedy. Copies of the proposed maintenance data must be submitted to the County for review and acceptance.

2. PROJECT ORGANIZATION

The JOC Coordinator

- a. The County will assign a JOC Coordinator to oversee the execution of the Job Order Contract. The JOC Coordinator will manage and administer the JOC program on behalf of the County and supervise and oversee the work of the Project Managers.

- b. The JOC Coordinator shall assign JOC projects and provide overall guidance to the Project Managers and the Contractor in the execution of Job Order Contracting. The JOC Coordinator shall intervene in disputes or disagreements between the Project Manager and the Contractor.
- c. The JOC Coordinator shall evaluate the overall performance of the Contractor and report program status and progress to the County.
- d. The Project Manager, assigned by the County, will be responsible for determining and documenting the Detailed Scope of Work, visiting the Project site with the Contractor, ordering Work from the Contractor, providing field supervision, and recommending payments and Job Order Completion Time.
- e. The Project Manager shall be the County's representative in charge of the supervision of the Work. The Project Manager shall have authority to stop the Work whenever such stoppage may be necessary in the Project Manager reasonable opinion to insure the proper execution of the Contract. The Project Manager shall within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

3. SCOPE OF WORK AND PROCEDURE FOR ORDERING WORK

Scope of Work

- a. This is an indefinite quantity Contract for the supplies or services specified, and effective for the period stated in the Contract Documents.
- b. The Work under this Contract shall be set forth in individual Job Orders issued hereunder. Upon receipt of a Purchase Order, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, supervision, labor, and equipment, except when specified by the County as furnished, needed to perform the necessary improvements. This Contract may be used to perform any Work on facilities or properties under the jurisdiction of Lake County including, but not limited to building renovations and repairs, site work, roofing replacements and/or repairs, exterior tuckpointing, improvements to County sites and streetscape repairs. However, the County is not obligated, nor does it guarantee that the Contractor will perform work in the above-mentioned categories. The County reserves the right to award other Contracts for Work or similar type work mentioned above.
- c. Work or performance shall be made only as authorized by Job Orders issued in accordance with Article 3.B. of these JOC General Conditions, the "Procedure for Ordering Work".
- d. The Work under this Contract shall be determined by individual Job Orders issued hereunder. **The Contractor is not allowed to refuse to perform any Job Order requested by the County.** The Contractor shall provide all pricing, management, design drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the Job Order. The Contractor shall provide quality assurance as specified in strict accordance with the Contract. The Contractor shall also be responsible for site safety as well as site preparation and cleanup during and after construction. The County makes no commitment as to the award of individual Job Orders. All costs associated with the above Work and the preparation of proposals shall be the responsibility of the Contractor.
- e. The Work shall be conducted by the Contractor in strict accordance with the Contract and all applicable laws, regulations, codes, or directives including Federal, State of Illinois and the County.
- f. The Contractor shall maintain accurate and complete records, files and libraries of documents to include Federal, State, and local regulations, codes, applicable laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.
- g. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Job Order.
- h. In addition to the Work Tasks in the CTC[®], the County may, from time to time, require Non-Pre-priced Work. These Non-Pre-Priced Work Tasks will be incorporated in individual Job Orders and the Contractor shall

accomplish those Tasks with the same diligence as those Work Tasks incorporated in this Contract in the CTC[®] and Technical Specifications.

- i. All Work shall conform to and comply with any applicable standards, including those specified in the following documents, regardless of whether an individual Job Order makes reference thereto, except that, if the Job Order specifies a standard which is inconsistent, the standard used in the Job Order shall control:
 - i. The Illinois Department of Transportation Standard Specifications for Road and Bridge
 - ii. Construction
 - iii. Job Order Contract Technical Specifications
 - iv. The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) 2004 master format.
 - v. The intent of these specifications is to furnish concise industry and commercial standards for construction, maintenance or repair of County facilities.
 - vi. Reference in the Technical Specifications or the CTC[®] to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory.
 - vii. Job Order specific specifications

Procedure For Ordering Work

1. Conduct the Joint Scope Meeting

- a. **Notification of Scope Meeting:** As the need exists, the County will notify the Contractor if and when the County desires construction work to be performed under the terms of the Contract. As required for individual Job Orders, the County will verbally notify the Contractor of the place and time of the Joint Scope Meeting which typically will be scheduled to occur no less than 24 hours after the notification of the Joint Scope Meeting. At such time notification is given, the County may provide existing drawings, work descriptions and/or other information that may be beneficial to the Contractor. If requested by the County, the Contractor must attend the Joint Scope meeting. The Contractor does not have the right to refuse to perform any Project, Pre-priced Task, or Non-Pre-priced Task.
- b. **Joint Scope Meeting:** A meeting between the Project Manager and the Contractor to discuss the Detailed Scope of Work for a particular Job Order. The Contractor personnel responsible for preparing the Price Proposal and Job Order Proposal Package, will visit the proposed Work site in the company of the County and participate in a Joint Scope Meeting which will include discussion and establishment of the following:
 - i. Job Order number and title
 - ii. Existing site conditions
 - iii. Methods and alternatives for accomplishing Work
 - iv. Definition and refinement of requirements and agreement on the Detailed Scope of Work
 - v. Requirements for drawings, design work, sketches, shop drawings, etc.
 - vi. Tentative construction schedule
 - vii. Preliminary quantity estimates
 - viii. Date for submittal of drawings, if required, and the date the Price Proposal is due

2. Prepare the Detailed Scope of Work:

- a. Upon completion of the joint scoping process, the County will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the County will issue a Request for Proposal that

will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the County, will be the basis on which the Contractor will develop its Job Order Proposal and the County will evaluate the same.

- b. The County may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the County cannot agree on the quantities required, or for any other reason as determined by the County. In all such cases, the County shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- c. In the event the Contractor is requested to prepare the Detailed Scope of Work based on the County's parameters discussed at the Joint Scope Meeting, the Contractor shall submit the Detailed Scope of Work to the County by the requested due date. Submittal due dates shall vary by Job Order taking into account complexity of the Detailed Scope of Work. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

3. **Preparation of the Job Order Proposal:**

- a. The Contractor will prepare a Job Order Proposal including:
 - i. Price Proposal.
 - ii. Support documentation for non-pre-priced Tasks.
 - iii. Construction Schedule.
 - iv. List of anticipated Subcontractors including L/W/MBE Certifications.
 - v. Other requested documents.
- b. The Contractor will prepare Price Proposals in accordance with the following:
 - i. **Pre-priced Task:** The Contractor shall select the appropriate Pre-priced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Pre-priced Task. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.
 - ii. **Non-Pre-priced Task:**
 - a. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor shall submit three independent quotes from subcontractors. The Contractor shall not submit a quote from any subcontractor or materialman that the Contractor is not prepared to use. The County may require additional quotes if the subcontractors are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide the County with a written explanation. If the explanation is accepted by the Owner, the Contractor may provide less than three quotes.
 - b. Information submitted in support of Non-Pre-priced Tasks may include catalog cuts, technical data, drawings, or other information as required.
 - c. The final price submitted for Non-Pre-priced Tasks shall be according to the following formula:

For Non-Pre-Priced Tasks Performed with Contractor's own forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity. The number of hours for each labor classification and hourly rates shall be shown.

B = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity. Equipment costs (other than small tools) will be determined according to the "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNER-SHIP EXPENSE WITH OPERATING COST" as issued by the Division of Highways of the State of Illinois or if not listed in the above the "CONTRACTORS' EQUIPMENT OWNERSHIP EXPENSE" of the Associated General Contractors of America shall be used.

C = Lowest of three independent quotes for all materials.

Total for Non-Pre-priced Tasks performed with Contractor's own forces = (A+B+C) x Non-Pre-priced Task Adjustment Factor

For Non-Pre-Priced Tasks Performed by subcontractors:

If the Non-Pre-priced Task will be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three subcontractor quotes

Total for Non-Pre-priced Tasks performed by subcontractors = D x Non-Pre-priced Task Adjustment Factor

After the cost for a Non Pre-priced Task has been approved, the County may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. The County reserves the right to request the Contractor provide current quotes for any Non Pre-priced Task approved previously.

The value of the Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-Priced Tasks.

- i. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Pre-priced Task is less than the actual cost of the labor and material to perform such Pre-priced Task, the County may permit the Contractor to be paid for such Pre-priced Task as a Non-Pre-priced Task or use Pre-priced Tasks for labor and the material component pricing of the Pre-priced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.
- ii. Contractor shall make the necessary arrangements for and obtain all filings and permits required to perform the Detailed Scope of Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable task to be paid without mark-up.
- iii. Incidental Engineering and Architectural Services. Incidental engineering and architectural services include project layout drawings, sketches, shop drawings, as-built drawings, professional services by an engineer or architect taking less than four hours, and safety plans. If the Contractor is required to provide drawings stamped by a professional engineer or architect, then the Contractor will be paid through the reimbursable task included in the Price Proposal.

- iv. Unless otherwise stated on the Request for Price Proposal, the Price Proposal will be due no later than **ten (10) working days** after the date of issuance of the RFPP.
- v. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- vi. In emergency situations and minor maintenance and repair Job Orders requiring an immediate response, the Job Order Proposal may be required in less than seven days, or as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- vii. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.

4. **Review of the Job Order Proposal and Submittals**

- a. The County will review the Job Order Proposal.
- b. All incomplete Job Order Proposals shall be rejected.
- c. The County will evaluate the Contractor's Price Proposal by evaluating the nature and number of Work Tasks proposed against the agreed upon Detailed Scope of Work and will determine the reasonableness of approach. Furthermore, the County may compare the Contractor's Price Proposal to the County's cost estimate for the Detailed Scope of Work. The County reserves the right to reject a Contractor's Price Proposal based on unjustifiable quantities and/or work items, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The County also reserves the right to not award a Job Order if that is determined to be in the best interests of the County.
- d. If the County finds the Contractor's Price Proposal unacceptable, the County may request the Contractor to re-submit its Price Proposal or cancel the Job Order. The Contractor is expected to submit Price Proposals correct the first time. However, the County recognizes that some adjustments might have to be made to the Price Proposal after review by the County. Therefore, the County will consider a quality Price Proposal as one that can be approved on the first or second submission.
- e. If the Contractor continues to submit Price Proposals which are rejected by the County, the County may declare the Contractor in default and initiate termination of the Contract, according to Article 31 of the Supplementary General Conditions. If the Contractor is required to re-submit its Price Proposal, the re-submitted Price Proposal(s) must be submitted within 48 hours.
- f. The means and methods of construction shall be such as the Contractor may choose; subject however, to the County's right to reject means and methods proposed by the Contractor that:
 - i. Will constitute or create a hazard to the work, or to persons or property; or Will not produce finished Work in accordance with the terms of the Contract; or
 - ii. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
 - iii. By submitting a signed Price Proposal to the County, the Contractor is agreeing to complete the Detailed Scope of Work within the proposed construction schedule for the value of the Price Proposal.
 - iv. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non-Pre-priced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the County.
 - v. After the County has reviewed the Contractor's Price Proposal and agreement has been reached between the County and the Contractor as to the nature of the revisions, if any, **the Contractor is not allowed to make any changes to the revised Price Proposal other than the changes agreed upon by the Contractor and the County.**

- vi. Job Order Proposal Package is the package prepared by the Contractor after the County has approved the Price Proposal. The County will evaluate the entire Proposal Package.
- g. Time for Submittal: Upon acceptance of the Contractor's Price Proposal, technical submittals and construction schedule, the Contractor will be required to submit the Proposal Package **within five (5) working days** of said acceptance or earlier if directed by the County.
- h. The Proposal Package includes:
 - i. Final/revise Price proposal as agreed to,
 - ii. Final drawing, calculations, specifications,
 - iii. Final catalog cuts,
 - iv. Final back-up for any non Pre-priced tasks,
 - v. Identification of all subcontractors on a County approved form,
 - vi. Final construction schedule, if required,
 - vii. Special insurance, if required, and
 - viii. Special equipment a copy of the warranty document.
- i. The County reserves the right to reject a Contractor's Job Order Proposal Package based on unjustifiable quantities and/or work items, performance periods, inadequate documentation, unacceptable subcontractors, deficient local participation, inadequate self-performance or other inconsistencies on the Contractor's part. The County also reserves the right to not issue a Job Order if that is determined to be in the best interests of the County.
- j. By submitting a signed Job Order Proposal Package to the County, the Contractor is agreeing to accomplish the Work outlined in the RFPP and the Detailed Scope of Work for that particular Job Order,
- k. The Job Order which must be signed by the County or authorized representative and the County, constitutes the County's acceptance of the Contractor's Proposal. A signed copy will be provided to the Contractor. The Job Order provided to the Contractor will state the fixed price of performance for the Work ordered.
- l. Before preparing the Price Proposal, Job Order Proposal Package, or ordering any material or doing any Work, the Contractor shall verify all measurements and conditions including, but not limited to spot checking elevations, or other measurements and conditions as required to support the development of the Job Order Proposal Package. The Contractor shall be responsible for the correctness of the measurements and conditions. No extra charge or compensation will be allowed based on the difference between actual dimensions and the quantities indicated in the Job Order.

5. Incidental Work

- a. Although not specifically stated in the Detailed Scope of Work, a Job Order includes all construction services as necessary to perform the Work covered by the Detailed Scope of Work. For example: A statement of Work may be "Erect with Metal Studs and Paint Gypsum Wallboard Wall." The anchoring of the wall to the floor and ceiling, proper installation of the vertical studs, attaching the wallboard, taping and finishing with joint compound are standard construction procedures which are the responsibility of the Contractor.
- b. It is the responsibility of the Contractor, in preparation of its Price Proposal, to select the proper items from the CTC® related to the Detailed Scope of Work to complete the Detailed Scope of Work, even though incidental items as related to the overall Detailed Scope of Work are not specifically identified in the Detailed Scope of Work. Extra payment requested by the Contractor based on the contention that the Job Order or Detailed Scope of Work failed to itemize work tasks which are considered incidental to common construction practice will not be permitted.

6. Changes in the Work

- a. The County, without invalidating the Purchase Order, may order changes in the Detailed Scope of Work by altering, adding to or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- b. No changes shall be made without a written Purchase Order, issued in accordance with the procedures stated in Article 3.B above.
- c. Price Proposals for Supplemental Job Orders shall include credits for deleted Pre-priced Tasks and Non-Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

7. Computer Equipment

- a. Computer Requirements. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor with an industry accepted high speed internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

8. County Furnished Software

- a. County furnished software will be provided to the Contractor for use as a tool to assist with expedient preparation of Price Proposals in response to County needs. This software will contain an electronic version (copy) of the CTC which the Contractor will use to prepare and submit Price Proposals. The software will also be used to prepare and submit subcontractor information.
- b. County Furnished software will be provided to the Contractor for use as a tool to assist Construction Project Management on County projects.

9. PERSONNEL

- a. General

The Contractor shall, immediately upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, qualified and assigned exclusively to perform the Work. The positions listed below are Key Personnel. The Contractor shall provide the County with the qualifications of the individuals who will serve in those positions as part of the Contractor's Qualification Form. If the County determines that the Contractor's staffing level will require adjustments, those changes will be made to the satisfaction of the County prior to the issuance of additional Job Orders. Any changes made to the Contractor's staff during the course of the Contract is considered to be part of the Contractor's Adjustment Factor, no additional payments or compensation will be made.

- b. Key Personnel

Contractor's Project Manager:

The Contractor shall employ and assign to Work on this Contract, at all times, a qualified Project Manager ("Contractor's Project Manager") satisfactory to the County to act as contact person with the County, to ensure: the quality, completeness and timeliness of Price Proposals, Job Order Proposal Packages; timely completion of Job Orders within the Job Order Completion Time; that the Job Orders are being constructed in accordance with the Contract Documents and technical specifications. Contractor's Project Manager shall have experience commensurate with the work required under this Contract such as but not limited to: Designer; Construction Engineer; Architect; Estimator. The Contractor's Project Manager shall be assigned for the duration of the Job Order Contract.

Contractor's Assistant Project Manager/Estimator

The Contractor shall employ and assign to Work on this Contract, at all times, a qualified Assistant Project Manager/Estimator satisfactory to the County to develop high quality JOC proposals utilizing the County's Construction Task Catalog[®] and Technical Specifications and coordinate and participate in the County's review of proposal packages, prepare and track submittals and approvals, superintend the mechanical and electrical components of construction projects, and assist the project manager in the overall management and operations of the project. The Contractor's Assistant Project Manager/Estimator shall be assigned for the duration of the Job Order Contract.

Project Superintendents:

The Contractor shall employ full time, and at all times, for the entire length of the Contract, superintendent(s) to properly and adequately superintend the Job Orders on a daily basis to facilitate the smooth progress of the Work and to ensure that construction is according to the conditions of the Job Order and technical specifications. The Contractor's Superintendents shall have experience commensurate with the work required under this Contract such as experience in construction materials, operations, and methods to oversee subcontractor work, manage and coordinate the activities of subcontractors and own forces, and verify the quality of materials, construction and workmanship.

The Contractor's superintendents and the Project Manager shall coordinate Work activities and review Job Order progress and quality.

The Contractor's superintendents shall represent the Contractor in the Contractor's absence and all directions given to the Contractor's superintendent shall be as binding as if given to the Contractor. The Project Manager shall not be responsible for the acts or omissions of the Contractor's superintendents or assistants.

Administrative Assistant:

The Contractor shall employ one administrative assistant with experience in the administration of public construction projects, to submit payment requests, prevailing wage rates, tracking and reporting local contracting utilization, and other administrative tasks.

Staffing Levels:

As a minimum staffing level, the Contractor shall assign to the Contract at all times one Project Manager, one Assistant Project Manager/Estimator, and Project Superintendents in sufficient numbers to ensure that the Work progress according to schedule and the Contract Documents. At no time shall one Project Superintendent be assigned to more than six (6) Job Orders. Be aware that larger, complex Job Orders will require that a full-time project superintendent be assigned exclusively to those types of projects.

The Contractor shall assign additional staff, as determined by the County, to properly manage and superintend the work. No separate payment will be made to the Contractor for the cost of the Contractor's Project Manager, the superintendents or other staff deemed necessary for the execution of the Contract. Such cost will be deemed to be included in the Contractor's adjustment factor.

c. Substitutions of Key Personnel:

If any key personnel furnished by the Contractor should be unable to continue in the performance of assigned duties for reasons due to death, disability, or termination, the Contractor shall promptly notify the County explaining the circumstances. Changes in assignment of key personnel due to commitments not related to this Contract are prohibited without prior County approval.

- i. The Contractor shall furnish to the Owner within seven (7) working days the name of the person substituting for the individual unable to continue, together with any information the County may require to judge the experience and competence of the proposed substitute. Upon

approval by the County, the proposed substitute shall be assigned to this Contract. If the County rejects the substitute, the Contractor shall have seven (7) days thereafter to submit a second proposed substitute. Such process shall be repeated until a proposed replacement has been approved by the County.

- ii. In the event that, in the opinion of the County, the performance of the personnel of the Contractor assigned to this Contract is at an unacceptable level, such personnel shall cease to be assigned to this Contract and shall return to the Contractor, and the Contractor shall provide a substitute to the Owner, in accordance with the previous paragraph. Absence of acceptable key personnel for the Contract shall constitute an event of default.
- iii. If the Contractor is unable to provide an adequate substitute in accordance with the previous paragraphs, the Owner reserves the right to terminate the Contract.

10. PRICE ADJUSTMENT

ECONOMIC PRICE ADJUSTMENT

- a. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the County and to Gordian. In the event the Contractor fails to deliver the request timely, then the County shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the County. Thereafter, the Contractor's Adjustment Factors will be adjusted according to the following
- b. The Contractor's Normal Working Hours and Other than Normal Working Hours Adjustment Factors will be adjusted according to the following:
 - i. A Base Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the Contract date.
 - ii. A Current Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the annual Contract anniversary.
 - iii. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
 - iv. To obtain the Contractor's new Adjustment Factors effective for the next 12 months, the Contractor's original Adjustment Factors shall be multiplied by the either the Economic Price Adjustment, or 3% per anniversary year, whichever is less.
 - v. Averages shall be obtained by summing the 12-month indices and dividing by 12.
 - vi. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 - vii. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 - viii. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
 - ix. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- c. If the Owner fails to issue the Economic Price Adjustment by the anniversary date, it is the Contractor's responsibility to request the Economic Price Adjustment. Under all circumstances, should the Contractor submit a Price Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the price submitted in the Price Proposal.

- d. The updated Adjustment Factors will be applicable to those projects whose Price Proposal due date is after the anniversary date of the effective date of the Contract. For example: The first anniversary date is July 1, 2024, the second anniversary date is July 1, 2025, etc. Therefore, a project whose Price Proposal due date is July 20, 2024, the re-calculated Adjustment Factors would be used.
- e. The Contractor cannot delay the Price Proposal due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.

11. EVENTS OF DEFAULT

- a. Events of Default
 - i. In addition to the "Events of Default" specified in Article 31 of the Supplementary General Conditions, the following event will also be considered "Events of Default"
 - ii. Failure to meet any or all of the performance standards identified in Article VIII of these JOC General Conditions.

12. EXTENSION OF CONTRACT PERFORMANCE

- a. Option Periods
 - i. The Base Term of the Contract is twelve (12) months or when the maximum value of \$2,000,000 is achieved. At the conclusion of the initial term, the Contract shall expire, or the County may choose to exercise an option term.
 - ii. The County shall have the right and option to extend this Contract for a maximum of four (4) additional twelve (12) month terms. Each option term shall be twelve (12) months from the expiration of the previous term or until the achievement of the maximum value of the term, whichever occurs first. The maximum value of each option term shall be \$2,000,000 plus any carry over amounts from the initial term or any option term(s). The maximum value of the contract shall not exceed \$10,000,000 over a five (5) year period.
 - iii. An option term shall be exercised by written notice to the Contractor.
 - iv. If, at the expiration of a Contract term, any money remains, that money will be carried over to the next term.

13. STANDARDS OF PERFORMANCE

- a. Job Order Contracting is a performance based contracting system. Once the Contractor has been issued Job Orders equal to the Minimum Contract Amount, the County is under no further obligation to issue additional Job Orders. If the need exists and the Contractor has met the following performance standards the County may continue to issue Job Orders up to the potential Maximum Contract Amount. The continuation of the Contract and execution of option terms will depend upon the Contractor's performance in the following performance standards.
 - i. Submission of the Detailed Scope of Work: When requested, the Contractor shall prepare and submit Detailed Scopes of Work in accordance with Article 3.B of these JOC General Conditions. Failure to submit Detailed Scopes of Work within the time so stipulated by the County will be considered an event of non-performance.
 - ii. Submission of the Contractor's Price Proposal and Job Order Proposal Package: The Contractor shall submit Price Proposals in accordance with Article 3.B of these JOC General Conditions and the Job Order Proposal Package in accordance with Article 3.B of these JOC General Conditions. The Contractor shall submit Price Proposals on or before the date so indicated on the RFPP and the Job Order Proposal Package within the time period so indicated in Article 3.B. Failure to submit the above Proposals within the time so stipulated by the County will be considered an event of non-performance.

- iii. Quality of the Contractor's Price Proposal and Job Order Proposal Package: The Contractor, in preparation of its Price Proposal, shall select only those tasks from the CTC that are required to accomplish the Detailed Scope of Work at the required quantity. Failure of the Contractor to justify its selection of tasks at the selected quantities will be considered an event of nonperformance. The Contractor is expected to submit Price Proposals correct the first time. However, the County recognizes that some adjustments might have to be made to the Price Proposal after review by the County. Therefore, the County will consider a quality Price Proposal as one that can be approved on the first or second submission. If corrections are not made to the satisfaction of the County after the second submitted Price Proposal, this will be considered an event of non-performance. The Contractor, in preparation of its Job Order Proposal Package, shall include all the documents in accordance with Article 3.B of these JOC General Conditions. Failure to submit complete and accurate Job Order Proposal Packages the first time will be considered an event of non-performance.
- iv. Quality of Construction: The Contractor shall perform the construction work in accordance with the Contract Documents and perform any Work according to the Specifications. Failure of the Contractor to perform the construction work in accordance with the Contract Documents and to the level of the County's satisfaction will be considered an event of non-performance.
- v. Timely Construction: As requested by the County, the Contractor shall mobilize all trades and subcontractors, so construction starts in a by the County's requested start date. During the course of construction, the Contractor shall perform the work in a manner so that the agreed upon schedule and completion date remain intact. If, for any reason, delays are incurred, the Contractor shall take necessary steps to expedite construction as to make up for any lost time. The Contractor shall perform any punch list Work in a timely manner. Failure of the Contractor to perform all construction related activities in a timely manner will be considered an event of non-performance. f. Response to Egordian® Inquiries: The County will register each Job Order on the Egordian® website as a means for the contracting community to be notified as to the nature of the Work. For each Job Order, the County will identify all trades associated with the Job Order. The Contractor is expected to be responsive to those firms who contact them after viewing the posting on the Egordian® site. Failure to respond to those firms who contact the Contractor because of the posting they saw on the Egordian® website will be considered an event non-performance.

14. JOC SOFTWARE AND SYSTEM LICENSE

a. JOC Software

Lake County selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") Solution (Gordian JOC Solution) for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's General Terms of Use to obtain access to Gordian's JOC Solution. The Contractor's use, in whole or in part, of Gordian's JOC IMS, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for Lake County is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License:

b. JOC System License

Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with Lake County, whichever is shorter, a non-exclusive right,

privilege, and license to Gordian's proprietary JOC IMS System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Lake County under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian 's JOC IMS and support documentation, Construction Task Catalog®, training materials and other Consultant provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with Lake County expires or terminates, this JOC System License shall terminate, and the Contractor shall return all Proprietary Information in its possession to Gordian.

The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to Gordian by Lake County, this JOC System License shall take precedence.

OWNER SUPPLIED COLLABORATION SOFTWARE

1. SUMMARY

- a. Lake County Utilizes a web based construction project management collaboration software, Procore (www.procore.com), to submit, track, distribute and collaborate on project documentation and action items.
- b. The intent of utilizing a web based construction management application is to reduce cost and schedule risk, improve quality and safety, and maintain a healthy team dynamic by improving information flow, reducing non-productive activities, reducing rework and decreasing turnaround times.

2. SOFTWARE CAPABILITIES (including but not limited to)

a. Daily Log

- i. Provides daily log entry from web and mobile with automatic capture of daily weather conditions.
- ii. Provides ability to attach photographs to entries directly from mobile.
- iii. Provides reporting capabilities to easily report on man-hours and activities for a certain time frame and contractor.

b. Dashboards

- i. Provides a dashboard that shows the status of all currently assigned items with drill down capability to see the subject, assignee and due date of each item.

c. Deficiency Tracking

- i. Provides a means for recording, assigning and confirming completion of any deficiency or observation noted during the course of construction. Accessible from web and mobile.

d. Directory

- i. Provides a directory of all team member's contact information that is accessible from web and mobile.

e. Documents

- i. Provides a storage location for miscellaneous project documents with the ability to have a folder hierarchy and privacy settings on folders.
- ii. There is no storage limit.
- iii. Provides download tracking.
- iv. Provides the ability to revision and check out files, with access to all previous revisions.

f. Drawings

- i. Provides access to a system maintained current set of drawings on web and mobile, with access to all previous revisions as well.
- ii. Provides automatic hyperlinking capability for detail callouts.
- iii. Provides drawing markup capabilities on web and mobile.
- iv. Provides ability to link RFIs, Submittals, Punchlist Items, Photos and Project Documents to the drawings.
- v. Drawing Markups are carried forward when new revisions are uploaded.
- vi. Markups and linked documentation can be public or private.

g. Financial Management

- i. Provides ability to manage contracts, payment applications and change orders through the software.
- ii. Provides ability to view contracts and change orders from web and mobile.

h. Inspections

- i. Provides ability to create inspections from web and mobile.
 - ii. Provides ability to create a deficiency item from an inspection that can be assigned and tracked to completion.
- i. Meetings
 - i. Provides ability to create, edit and view meeting minutes from web and mobile.
 - ii. Provides ability to create action items with assignees and due dates from a meeting item.
- j. Mobile Accessibility
 - i. Provides native mobile applications for iOS and Android phones that provide access to relevant project documentation, including as-built versions of Drawings and Specifications, even when there is no internet access.
- k. Photos
 - i. Provides ability to upload and view photos from web and mobile.
 - ii. Provides ability to markup photos from mobile to clarify anything important in the photo.
 - iii. Provides ability to link photos to specific locations on drawings.
- l. Punchlist
 - i. Provides ability to create punch list items from web and mobile and link them to specific locations on the drawings.
 - ii. Provides ability to distribute punchlist items to all contractors, for contractors to mark them as resolved with photographic proof of resolution via mobile, and for the items to be marked as complete via mobile or web.
- m. Requests for Information (RFIs)
 - i. Provides ability to create RFIs with assignees, due dates and attachments.
 - ii. Provides ability for assignees to respond to RFIs both via the software and by responding to the system generated email.
 - iii. Provides an auto-generated log of all RFIs.
- n. Schedule
 - i. Provides ability to display schedules from typical scheduling software such as Microsoft Project, Primavera P3, Primavera P6 or Asta Powerproject.
- o. Specifications
 - i. Provides ability to upload project specifications and manage them at the individual specification level.
 - ii. Provides ability to view and search specifications on web and mobile.
 - iii. Provides ability to upload revisions to individual specifications and maintain all revision history.
 - iv. Provides an auto-generated current specification log that provides access to the current version of each specification.
 - v. Provides ability to link specifications to submittals and view the specification from the submittal.
- p. Submittals
 - i. Provides ability to upload a submittal register of all expected submittals.
 - ii. Provides ability to create multi-step approval workflows for submittals, with reminder notifications for the current assignee.
 - iii. Provides the ability to upload any file type without size restrictions.
 - iv. Provides an auto-generated submittal log.

3. TECHNOLOGY

- a. Fully web based with mobile apps for Windows, iOS and Android phones.

- b. Accessible without logging in through a virtual private network (VPN).
 - c. Works on the current version of Internet Explorer, Google Chrome, Mozilla Firefox and Apple Safari browsers.
 - d. Can generate emails automatically, and all attachments are included in the emails via download links to avoid emails not being delivered due to size.
 - e. PDF output of forms such as RFIs, Submittals, Meetings, Change Orders, etc. are available.
4. TRAINING AND SUPPORT
- a. Lake County's Procore License provides support to all parties via email, phone and live chat at no additional charge.
 - b. Lake County's Procore License provides training in the form of self-paced learning videos as well as interactive webinars.
5. PROCEDURES
- a. RFIs and Submittals
 - i. The Contractor will be responsible for submitting all RFIs and Submittals through the software and assigning them to the appropriate parties.
 - ii. Architects / Engineers / Consultants etc. are responsible for posting all responses to these items via the software, including all relevant attachments.
 - iii. The Contractor will distribute responses to all affected subcontractors and confirm agreement with the response by closing the item.
 - b. Construction Documentation
 - i. The Contractor will manage Drawings, Specifications and Documents in the software to ensure that the current version of all applicable construction documentation is available to the entire team via web and mobile.
 - ii. The Contractor will ensure that all RFIs which modify the current drawings are posted to the drawings and available via web and mobile within 24 hours of the RFI being responded to.
 - c. Contractor will record and distribute meeting minutes and action items via the software.
 - d. Contractor will take daily site photos and make them publicly available.
 - e. Punchlist
 - i. All punch list items will be managed through the software.
 - ii. Punchlist items will be created by the Contractor while walking with the Owner and applicable consultants.
 - iii. It will be at Lake County's discretion whether or not Punchlist Items can be closed while a representative from Lake County or applicable consultant is not present.
 - f. General
 - i. It is intended that the contractor will utilize the software for at least all functions identified in "Section B – Software Capabilities."
6. PRICING
- a. The cost of Procore Technologies services has been paid in full by Lake County.
 - b. The software allows for unlimited users to ensure that all parties have access to the system.

EXHIBIT A – CONSTRUCTION TASK CATALOG®

The Construction Task Catalog® is included in the Contract by reference and is available as a separate PDF document.

EXHIBIT B – TECHNICAL SPECIFICATIONS

The Technical Specifications are included in the Contract by reference and are available as a separate PDF document.