

## MEMORANDUM

To: Stormwater Management Commission

From: Sharon Østerby, Water Resource Professional Kurt Woolford, Executive Director

Date: June 1, 2023

Subject: Approval of Contractual Services Agreement for Demolition & Site Restoration for IDNR Floodplain Buyout Properties

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**ACTION REQUESTED: APPROVAL OF CONTRACTUAL SERVICE AGREEMENT (CONTRACT VALUE =\$112,650.00)**

SMC staff issued an invitation to bid on 04/21/2023 for the 2023 FLOODPLAIN PROPERTY DEMOLITION & SITE RESTORATION PROJECT. Properties included in this demolition and restoration project are part of the IDNR Flood Hazard Mitigation project to acquire and remove floodplain properties in Lake County and restore the land as open space for public use. Bids were received until 11:00 a.m. on May 15, 2023, at which time, all electronic bids received were opened via Zoom and read aloud. A map showing the location of the targeted properties is included as EXHIBIT A. The bid tabulation summarizing the results of the bid opening is provided below.

**Lake County Stormwater Management Commission - 2023 Floodplain Property Demolition & Site Restoration Project**

**Electronic Bid Submittals Read Aloud Via ZOOM Meeting: May 15, 2023 @ 11:00 A.M.**

**Bid Tabulation Summary**

BIDDER NAME	McDonagh Demolition, Inc.	Omega III LLC	Fowler Enterprises LLC	Campanella & Sons, Inc
Bid for Base Bid Items (1-4)	\$149,700.00	\$178,071.92	<b>\$108,850.00</b>	\$183,980.00
Bid for items as ordered by Engineer (5-7)	\$16,700.00	\$41,500.00	<b>\$3,800.00</b>	\$28,000.00
<b>TOTAL BID</b>	\$166,400.00	\$219,571.92	<b>\$112,650.00</b>	\$211,980.00

Fowler Enterprises, LLC was the lowest apparent responsible bidder.

The IDNR-OWR Flood Hazard Mitigation project provides 100% funding for all (4) four properties. There is adequate grant funding to support this project component.

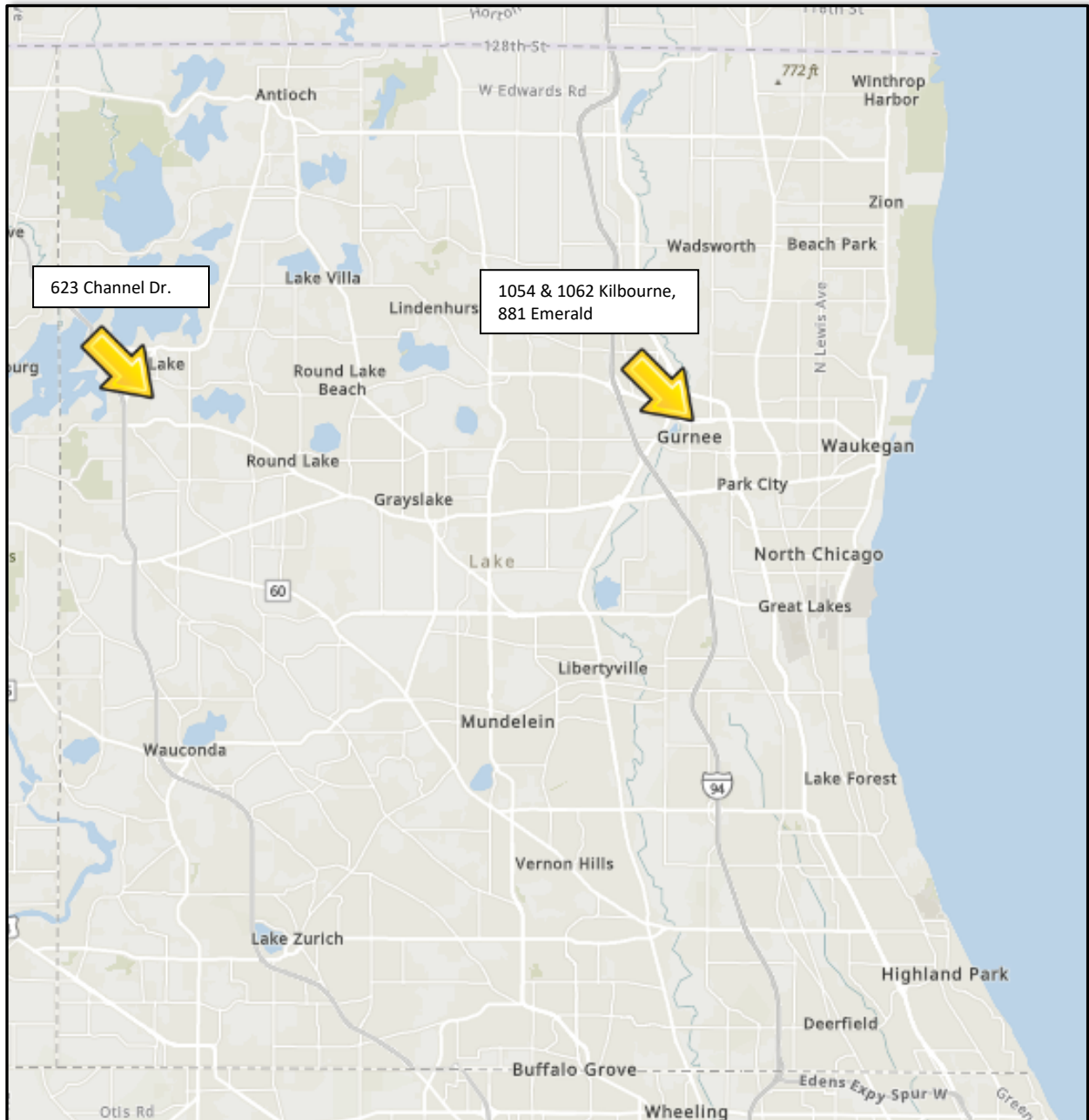
SMC staff recommends the approval of the Contractual Services Agreement with Fowler Enterprises for a contract value of \$112,650 for the 2023 FLOODPLAIN PROPERTY DEMOLITION & SITE RESTORATION PROJECT, pending final legal review. The Contractual Services Agreement is attached.

If approved, SMC staff will obtain insurance information, bonds, and other required documentation to complete contract negotiations and will execute a Contractual Services Agreement with the lowest responsible bidder (Fowler Enterprises, LLC).

If you have any questions regarding this project, please feel free to contact Sharon Østerby at 847-377- 7706 or Brian Frank at 847-377-7704.

## **EXHIBIT A-DEMOLITION & RESTORATION SITES**

- 623 Channel Drive, Fox Lake
  - 881 Emerald Drive, Gurnee
  - 1054 Kilbourne Road, Gurnee
  - 1062 Kilbourne Road, Gurnee
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**CONTRACTUAL SERVICES AGREEMENT**  
**between**  
**LAKE COUNTY STORMWATER MANAGEMENT COMMISSION**  
**and**  
**FOWLER ENTERPRISES, LLC**  
**for**  
**2023 FLOODPLAIN PROPERTY DEMOLITION & SITE RESTORATION PROJECT**

This is an AGREEMENT by and between the Lake County Stormwater Management Commission, , 500 W. Winchester Road, Suite 201, Libertyville, Illinois 60048 hereinafter called "Owner" and FOWLER ENTERPRISES, LLC., 41W691 RUSSELL ROAD, ELGIN, IL 60124, hereinafter called "Contractor", for the 2023 FLOODPLAIN PROPERTY DEMOLITION & SITE RESTORATION PROJECT for properties in Lake County.

**1. Project**

The Lake County Stormwater Management Commission (SMC) has received grant funding for the demolition of up to four (4) residential structures and associated unattached buildings or sheds. The sites will be graded to match adjacent grades and restored to be used as open space in perpetuity.

**2. Work**

Contractor shall complete all Work as specified or indicated in the contract documents. The work is specifically described in the Bidding Documents: Invitation to Bid, Instructions to Bidder, Intent, General Conditions Relating to the Contract, and details attached as exhibits hereto ("Contract Documents"), and is described as follows:

The demolition will include the standard removal, hauling and disposal (asbestos containing materials are being removed under a separate contract prior to demolition) of all structures, appurtenant structures and associated buildings and/or sheds, driveways, sidewalks, fences, decks, retaining walls, all concrete foundations and slabs, and other debris associated with the demolition, installation of soil erosion and sediment control practices, disconnection and capping of the water main, and sanitary sewer, decommissioning of all wells, all necessary removal of utilities, incidental brush and tree clearing and removal, and other items as defined and described in these contract documents.

The restoration will include site grading to match adjacent grades and to achieve positive drainage, including placement of uncontaminated soil fill where necessary, topsoil placement and seeding, and placement of erosion control blanket.

The work includes the carrying out of all duties and obligations and the furnishing of all labor, material, tools, equipment, required permits and other incidentals necessary for the successful completion of the project.

**3. Engineer**

The Lake County Stormwater Management Commission's (SMC) Executive Director, Chief Engineer, or his appointed representative, shall be the Engineer, and shall assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### 4. Contract Price

Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount determined pursuant to Paragraphs 5(a) and 5(b), below.

- (a) For all work, at the prices stated in the Contractor's Bid Form, attached under Paragraph 7 as a Contract Document below. The total price stated in the Contractor's Bid Form shall be the not-to-exceed Contract Price.
- (b) All items listed under ITEMS AS ORDERED BY ENGINEER of this Agreement will be directed by the Engineer, in writing, prior to any items used. The Engineer may choose not to use any or all the items listed under ITEMS AS ORDERED BY ENGINEER.

#### 5. Payment Procedures

- (a) Submittal and Processing of Payments. Applications for payment will be processed by the Engineer. At least once each month, the Contractor shall submit to the Engineer, for review, an application for payment filled out and signed by the Contractor covering the work completed as of the date of such application and accompanied by such supporting documentation (including itemization of work completed by subcontractors) as is required by the Engineer to review such application.
- (b) Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall deem in accordance with Paragraphs (i-iv) below or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.
  - (i.) the Work is defective, or completed Work has been damaged, requiring correction or replacement.
  - (ii.) the Contract Price has been reduced by Change Orders.
  - (iii.) Owner has been required to correct defective Work or complete Work; or
  - (iv.) Engineer has actual knowledge of the occurrence of any events justifying termination of the contract for cause.
- (c) Final Payment. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

#### 6. Contractor's Representations

To induce Owner to enter into this Agreement, Contractor makes the following representations:

- (a) Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- (b) Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- (c) Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.



- (d) Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site and the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; and (2) Contractor's safety precautions and programs.
- (e) Based on the information and observations referred to in Paragraph 6(d) above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- (f) Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- (g) Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- (h) The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **7. Contract Documents**

The Contract Documents consist of the following:

- (a) This agreement
- (b) Bidder Information & Bid Form
- (c) Terms & Conditions
- (d) General Conditions Relating to the Contract
- (e) Labor Statutes, Records, and Rates
- (f) General Information Sheet
- (g) Bidder Qualification Form
- (h) References Form
- (i) Addendum Acknowledgement Form
- (j) Sustainability Statement
- (k) Vendor Disclosure Statement
- (l) Vendor Certification Form
- (m) Responsible Bidder Affidavit
- (n) Performance Bond
- (o) Payment Bond
- (p) Notice to Proceed
- (q) Work Change Directive
- (r) Pre-Demolition Checklist
- (s) Lake County Construction & Demolition Project Recycling Summary

The documents listed in this Paragraph 7 are attached to this Agreement (except as expressly noted otherwise).

The Owner reserves the right to amend the contract and to modify the terms and conditions thereof prior to and during the performance of the work. All modifications that significantly change the character of the work and require a change in the contract price or contract times will be authorized by a work change directive.

#### Miscellaneous

- (a) Terms. Terms used in this Agreement will have the meanings stated in the Contract Documents.
- (b) Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- (c) Successors and Assigns. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- (d) Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **8. Contractor's Certifications**

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

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

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

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER

Lake County Stormwater Management Commission:

By: Kurt Woolford  
Title: Executive Director

Attest:  
Title:  
Address for giving notices:  
Lake County Stormwater Management Commission  
500 W. Winchester Road  
Libertyville, Illinois 60048

CONTRACTOR

By:  
Title:

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

Attest:  
Title:  
Address for giving notices:

License No.:  
(Where applicable)

Agent for service of process:



## BIDDER INFORMATION:

COMPANY NAME: Fowler Enterprises LLCADDRESS: 41W691 Russell RoadCITY, STATE, ZIP CODE: Elgin, IL 60124CONTACT NAME: Jake FowlerEmail: fowlerservices@sbcglobal.netPHONE: 224-715-7023

Contractor shall include all supervision, management, and oversight to successfully deliver the project within the parameters identified. Permit fees (excluding contractor licensure and registration as may be required by Authority having jurisdiction) shall be paid for by owner and shall be excluded from this bid.

The bid is to include a unit price for each unit price item, including all bid items, all "as ordered by engineer" items and a total bid. Contractor is required to complete the work in accordance with the contract documents for the following price(s):

## DEMOLITION BASE BID ITEMS 1.0-4.0

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
<b>1.0</b>	<b>1054 Kilbourne Rd., Gurnee</b>				
1.1	Disconnection of water main & sanitary sewer	1	Lump Sum	\$3,800.00	\$3,800.00
1.2	Removal of necessary utilities	1	Lump Sum	\$2,200.00	\$2,200.00
1.3	Installation of soil erosion and sediment control (incl. silt fence)	1	Lump Sum	\$1,000.00	\$1,000.00
1.4	Standard removal of structures, associated buildings, driveways, sidewalks, fences, decks concrete foundations and slab, trees and incidental brush material, and other debris associated with demolition	1	Lump Sum	\$11,800.00	\$11,800.00
1.5	Hauling and disposal and/or recycling of demolition debris	1	Lump Sum	\$4,200.00	\$4,200.00
1.6	Placement of uncontaminated soil fill for grading (Per specifications). Fill will be provided by the Village	1	Lump Sum	\$800.00	\$800.00
1.7	Grading/site restoration (per specifications)	1	Lump Sum	\$500.00	\$500.00
1.8	Topsoil placement & seeding	1	Lump Sum	\$900.00	\$900.00
1.9	Placement of erosion control blanket NAG S75 BN	1	Lump Sum	\$600.00	\$600.00
<b>SUB-TOTAL BID ITEM 1.0</b>					<b>\$25,800.00</b>
<b>2.0</b>	<b>1062 Kilbourne Rd., Gurnee</b>				
2.1	Disconnection of the water main & sanitary sewer	1	Lump Sum	\$3,800.00	\$3,800.00
2.2	Removal of necessary utilities	1	Lump Sum	\$2,200.00	\$2,200.00
2.3	Installation of soil erosion and sediment control (incl. silt fence)	1	Lump Sum	\$1,000.00	\$1,000.00
2.4	Standard removal of structures, associated buildings, driveways, sidewalks, fences, decks concrete foundations and slab, trees and incidental brush material, and other debris associated with demolition	1	Lump Sum	\$12,250.00	\$12,250.00
2.5	Hauling and disposal and/or recycling of demolition debris	1	Lump Sum	\$4,600.00	\$4,600.00



DEMOLITION BASE BID ITEMS 1.0-4.0-Continued

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
2.6	Placement of uncontaminated soil fill for grading (Per specifications) Fill will be provided by the Village	1	Lump Sum	\$600.00	\$600.00
2.7	Grading/site restoration (per specifications)	1	Lump Sum	\$500.00	\$500.00
2.8	Topsoil placement & seeding	1	Lump Sum	\$900.00	\$900.00
2.9	Placement of erosion control blanket NAG S75 BN	1	Lump Sum	\$600.00	\$600.00
SUB-TOTAL BID ITEM 2.0					\$26,450.00
3.0	623 Channel Drive, Fox Lake	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
3.1	Disconnection and capping of the water main & sanitary sewer	1	Lump Sum	\$4,200.00	\$4,200.00
3.2	Removal of necessary utilities	1	Lump Sum	\$2,200.00	\$2,200.00
3.3	Installation of soil erosion and sediment control (incl. silt fence)	1	Lump Sum	\$1,000.00	\$1,000.00
3.4	Standard removal of structures, associated buildings, driveways, sidewalks, fences, decks concrete foundations and slab, trees and incidental brush material, and other debris associated with demolition	1	Lump Sum	\$13,000.00	\$13,000.00
3.5	Hauling and disposal and/or recycling of demolition debris	1	Lump Sum	\$4,000.00	\$4,000.00
3.6	Placement of uncontaminated soil fill for grading (Per specifications)	1	Lump Sum	\$600.00	\$600.00
3.7	Grading/site restoration (per specifications)	1	Lump Sum	\$400.00	\$400.00
3.8	Topsoil placement & seeding	1	Lump Sum	\$750.00	\$750.00
3.9	Placement of erosion control blanket NAG S75 BN	1	Lump Sum	\$800.00	\$800.00
SUB-TOTAL BID ITEM 3.0					\$26,950.00
4.0	881 Emerald Ave., Gurnee	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
4.1	Disconnection of water and sanitary sewer	1	Lump Sum	\$4,200.00	\$4,200.00
4.2	Removal of necessary utilities	1	Lump Sum	\$2,200.00	\$2,200.00
4.3	Installation of soil erosion and sediment control (incl. silt fence)	1	Lump Sum	\$1,000.00	\$1,000.00
4.4	Standard removal of structures, associated buildings, driveways, sidewalks, fences, decks concrete foundations and slab, trees and incidental brush material, and other debris associated with demolition	1	Lump Sum	\$14,850.00	\$14,850.00
4.5	Hauling and disposal and/or recycling of demolition debris	1	Lump Sum	\$4,750.00	\$4,750.00
4.6	Placement of uncontaminated soil fill for grading (Per specifications) Fill will be provided by the Village of Gurnee	1	Lump Sum	\$1,000.00	\$1,000.00
4.7	Grading/site restoration (per specifications)	1	Lump Sum	\$400.00	\$400.00
4.8	Topsoil placement & seeding	1	Lump Sum	\$900.00	\$900.00
4.9	Placement of erosion control blanket NAG S75 BN	1	Lump Sum	\$350.00	\$350.00
SUB-TOTAL BID ITEM 4.0					\$29,650.00
TOTAL BASE BID (ITEMS 1.0-4.0)					\$108,850.00



Items as Ordered by Engineer 5.0-7.0					
5.0	STABILIZED CONSTRUCTION ENTRANCE	EACH	4	\$100.00	\$400.00
6.0	INLET PROTECTION	EACH	8	\$50.00	\$400.00
7.0	TREE REMOVAL (TREE DIAMETER IN INCHES)	INCHES	300	\$10.00	\$3,000.00
SUB-TOTAL ADDITIONAL ITEMS AS ORDERED BY ENGINEER (5.0 - 7.0)					\$3,800.00
TOTAL BASE BID ITEMS (1.0 - 4.0)					\$108,850.00
TOTAL BASE BID ITEMS & ADDITIONAL ITEMS AS ORDERED BY ENGINEER (1.0 - 7.0)					\$112,650.00

**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 box to the left indicating a bid submission with exceptions.

**THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

The undersigned hereby certifies that it has read and understands the contents of this solicitation, including all exhibits and agrees to furnish at the prices shown, all items listed, 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 request additional compensation. By signing this bid document, the bidder hereby certifies that it is not barred from bidding on this contract because of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

  
AUTHORIZED SIGNATURE

Jake Fowler  
PRINTED NAME

Owner  
TITLE

fowlerservices@sbcglobal.net  
EMAIL ADDRESS

Fowler Enterprises LLC  
COMPANY NAME

5-4-2023  
DATE

224-715-7023  
TELEPHONE NUMBER

847-695-8770  
FAX NUMBER



1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Lake County Purchasing Ordinance.
2. **BID OPENING.** Sealed Bids will be received via the Lake County Purchasing Portal until the date and time specified at which time they shall be opened via Zoom per the Bid Invitation description for Bid Opening. Late Bids shall be rejected and returned unopened to the sender. Lake County SMC ("Stormwater Management Commission", "County of Lake", "County" or "Owner") does not prescribe the method by which Bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the Bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn within the time specified for the opening of Bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the Bid. The Bid shall include the legal name of the Bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing Bids must be sealed and addressed to the Lake County SMC. The name and address of the Bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their Bids before submission. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened. In case of error in the extension of prices in the Bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The LCSMC 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 LCSMC reserves the right to waive any immaterial defect in any Bid. Unless otherwise specified by the Bidder or the LCSMC, the LCSMC has one hundred twenty (120) days to accept the Bid. The LCSMC may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The LCSMC will not be liable for any costs incurred by Bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the LCSMC to enter a Contract with the lowest responsive and responsible Bidder. The LCSMC reserves the right to determine the lowest responsive and responsible Bidder based on an individual item, groups of items, or in any way determined to be in the best interests of the LCSMC. The determination of which Bids are responsive and responsible will include the following factors (where applicable): (a) adherence to all conditions and requirements of the Bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** LCSMC is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, LCSMC is exempt from certain state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the Bidder requests authorization for desired substitution by RFI in advance of the LCSMC's addendum issuance due date. Bidder shall clearly state exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specified otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced and does not propose to furnish an "equal." The LCSMC reserves the right to determine whether a substitute offer responsive, including whether it is equivalent to and meets the standard of quality indicated by the brand name and number.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the Bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with Bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the LCSMC of any ambiguity, inconsistency or error which they may discover upon examination of the Invitation to Bid. Interpretations, corrections and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a Bid that all addenda have been received and acknowledged in the Bid.
15. **INDEMNIFICATION.** Bidder agrees to indemnify LCSMC (including Lake County's agent's and assigns) against all injuries, suits, claims, demands, liabilities, damages, losses, and expenses, including court costs and attorney's fees, which may arise, or which may be alleged to have arisen out of or in connection with the work or services covered by or associated with this project and provided by Bidder.
16. **DEFAULT.** Time is of the essence for this project and if delivery of acceptable items or rendering of services is not completed by the time promised, the LCSMC reserves the right, without liability, in addition to its other rights and remedies, to terminate any contract resulting from this Invitation to Bid by notice effective when received by the Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the contracted Bidder with any or all losses incurred. The LCSMC shall be entitled to recover its attorney's fees and expenses in any successful action by the LCSMC to enforce any such contract resulting from the Invitation to Bid.
17. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the LCSMC's destination. The LCSMC reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.
18. **WARRANTY.** Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this Invitation to Bid, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship, and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured, and designed or for such other purposes as are expressly specified in this solicitation. The LCSMC may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.
19. **REGULATORY COMPLIANCE.** Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
20. **EQUAL EMPLOYMENT OPPORTUNITY.** Bidder 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 Bidder shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
21. **ROYALTIES AND PATENTS.** Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the LCSMC harmless from loss on account thereof.
22. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.





Notification: The Contractor must give at least forty-eight (48) hour notice prior to commencing Work to each of the parties listed herein.

**1. Intent of the Contract Documents:**

- (a) The contract documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, overhead, profit, and all transportation and all other expense as may be necessary for the proper execution of all Work.
- (b) Conflict. If the requirements of one document conflicts with the requirements of another document or the same document or the same document, then the most stringent requirements shall apply to the Work. The Engineer will determine which requirement is most stringent.

**2. Evaluation Criteria:**

Bids shall be evaluated based on the requirements set forth in the invitation for bids: Price, quality, experience, workmanship, financial stability, suitability for a particular purpose, delivery, and past performance.

**3. References:**

The Bidder shall provide at least three (3) references for projects of comparable size, complexity and dollar value to the project outlined herein completed within the last 5 years. Submit references on the forms provided.

**4. Execution, Correlation, and Intent:**

**Site Inspection:** It is understood that the Contractor, before submitting a Bid, has visited the sites, 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.

**5. Interpretation:**

For brevity, certain phrases in the Contract Documents are understood. Unless specifically stated as an obligation of the LCSMC, 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 LCSMC, or by the Engineer acting for the LCSMC' is understood. Where phrases such as 'or equal', or 'approved equal', are used, the following phrase 'as determined by the LCSMC, or the Engineer acting for the LCSMC', is understood.

**6. Waiver:**

The LCSMC may, at its sole discretion, waive any provision of the contract not inconsistent with State Law.

**7. 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.

**8. LCSMC'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 LCSMC, after three business days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment due the Contractor.

**9. 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.



**10. 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.

**11. Compliance:**

All Work must comply with drawings, specifications, manufacturers' specifications and instructions, and the standards published by the relevant manufacturer's association, and by the referenced authorities. The LCSMC may request and pay for an inspection by a representative of the manufacturer or the manufacturer's association to determine if the Work has been performed in accordance with the specified standards. If such inspection determines that the Work does not comply with the specified requirements, immediately remove the non-complying items, and replace them with items complying with the specified requirements, all at no additional cost to the LCSMC, and reimburse the LCSMC for the cost of the inspection. The specifications refer to standards published by authorities and associations such as but not limited to:

A.C.I.	A.I.S.C	A.I.S.I	A.S.T.M.	A.S.M.E	A.S.H.R.A.E.	A.W.I	A.W.S
B.I.A	B.O.C.A	I.D.O.T	N.E.C.	N.E.M.A.	N.C.M.A	N.F.P.A	P.C.A
S.D.I	S.J.I	S.M.A.C.N.A	U.L				

The LCSMC may request a representative of one or more of these organizations, or others, to inspect the Work in accordance with paragraphs above.

The Contractor shall always observe and comply with all laws, ordinances, regulations, and codes of the Federal, State, County, other local governments having jurisdiction or authority, and with the Americans with Disabilities Act and OSHA regulations.

**12. 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 LCSMC. The period of one year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period between Substantial Completion and the actual performance of the Work. The LCSMC shall give notice of observed defects with reasonable promptness after discovery of the condition.

**13. Change in Status**

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

**14. Assignment of Contract:**

Bidder shall not assign its Bid or any resulting contract or any part thereof without the written consent of the LCSMC.

**15. 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. If permit, or inspection fees are imposed, the LCSMC will reimburse the Contractor for the actual cost with no additional allowance for overhead and profit.

**16. Monitoring of Site and Notice of Findings:**

Should the contractor during their activities unearth items likely to be of cultural, archeological, or historical significance, the contractor shall stop work immediately and alert the designer/owner as to their findings. The Contractor shall await further direction from LCSMC prior to continuing.

**17. Personnel and Staffing**

All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the Bidder. The 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 LCSMC 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 LCSMC's dissatisfaction: (is) unsatisfactory performance that causes negative operational impact at LCSMC or causes LCSMC to commit additional resources to avoid operational impact; (ii) dishonesty or belligerent conduct; (iii) lack of compatibility with LCSMC staff; or (iv) violation of LCSMC rules or policies. Upon such written request, LCSMC and Bidder shall decide on a course of action to cure any such problems, if 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.

**18. Superintendent:**

The Contractor shall give his personal attention to the Work or always have at the site of the Work a competent supervisor, superintendent, or other representative satisfactory to the Engineers and having authority to act for the Contractor. The superintendent shall always have a cell phone device.

**19. Job Meeting:**

Upon commencement of construction, there shall be a regularly scheduled job progress meetings (typically 1/week unless agreed to otherwise with the LCSMC). Attendees shall include the Contractor, LCSMC's Representative and Subcontractors as pertinent to the agenda. For each job meeting the Contractor shall prepare and distribute a revised construction schedule showing planned progress (as approved by the LCSMC) and actual progress in percent in percent completion of each activity. Contractor shall be responsible for taking Minutes of Meeting and distribution of them. The minimum agenda for each meeting shall include:

- (a) Review of Contractor's revised construction schedule.
- (b) Review work progress since the last meeting.
- (c) Note field observations, problems, and decisions.
- (d) Identify problems that may impede planned progress.
- (e) Develop corrective measures and procedures to regain schedule.
- (f) Review submittal schedules, expedite as required to maintain schedule.

**20. Schedules:**

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



- (a) Within ten (10) calendar days after acceptance of the contract a schedule for the performance of the contract, 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 [Note: Major subcontractors must be those specified in Paragraph 2 of the "Contractor Qualification Form" submitted with the Bid].
- (c) Within ten (10) calendar days after award of the contract, Certificates of Insurance, and endorsements to comply with specified requirements herein before.

**21. Liquidated Damages for Delays Past the Substantial Completion Date:**

NOTE: THIS CONTRACT HAS A STIPULATED SUBSTANTIAL COMPLETION DEADLINE OF 90 DAYS, EXCLUDING SATURDAY AND SUNDAYS AFTER THE ISSUANCE OF NOTICE TO PROCEED. SHOULD THE CONTRACTOR FAIL TO ACHIEVE THIS MILESTONE, LIQUIDATED DAMAGES MAY BE IMPOSED BY THE LCSMC. Contractor must adhere to the Project Schedule (as it may be revised by mutually agreed change orders). If Contractor fails to meet substantial completion in accordance with the project schedule, and such failure is caused by the Contractor's or its subcontractors' acts or omissions and not by the LCSMC's, then Contractor shall pay the LCSMC, as its sole and exclusive remedy for delay damages, liquidated damages in the amount of \$1,000 per day for each day past the substantial completion date, as more fully described below.

Contractor and LCSMC agree that actual damages would be uncertain in amount and difficult to ascertain as of the date of this bid, and that the liquidated damages amount is a reasonable approximation of the amount of damages LCSMC would suffer caused by the Contractor's breach in failing to achieve substantial completion, as scheduled. These damages are intended to compensate the LCSMC for all damages caused by such delay, including those relating to the administration of the Agreement and other related contracts, additional costs incurred by the LCSMC for its operations and other personnel, expenditures resulting from the inability of the LCSMC to use the property during delay, and other miscellaneous obligations and expenditures that the LCSMC might incur because of such delay. In determining the liquidated damages amount, Contractor and LCSMC have taken into consideration the other provisions of this Agreement that protect Owner, including the Performance and Payment Bond.

For the LCSMC to assert a claim for liquidated damages, the LCSMC must first provide written notice to the Contractor. Contractor shall be entitled to a 14-day grace period before the LCSMC is entitled to any liquidated damages. The liquidated damages provision is for the LCSMC's sole benefit.

If the project schedule is being delayed such that Contractor will, or is likely to, owe liquidated damages to LCSMC, both Contractor and LCSMC shall take such actions as may be reasonable to mitigate the amount of liquidated damages that the Contractor will owe to the LCSMC. These actions will be discussed during the project progress meetings. The Contractor and LCSMC do not intend for liquidated damages to serve as a penalty to punish nonperformance or as a threat used to secure performance.

**22. Use of Site:**

The activities around the LCSMC's Site will continue, without interruption, during this Work. The Contractor must coordinate his Work operations to cause the least possible inconvenience to the activities around the Site. **Any major Work requiring shutdowns or disruptions of operations must be scheduled at least forty-eight (48) hours in advance.**

**23. 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 implied by, the plans and specifications for the completed structure, and he shall make good after them as may be directed by the Engineer. General Contractor shall be responsible for cutting, fitting, and patching his own Work.

**24. 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.

**25. 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 LCSMC or Engineer. The general contractor shall coordinate all adjustments to the Work. Such adjustments shall not be accepted until approved by the Engineer.

**26. Security:**

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

**27. Indemnification:**

Contractor agrees to indemnify LCSMC (including LCSMC's agents and assigns) against all injuries, suits, claims, demands, liabilities, damages, losses, and expenses, including court costs and attorney's fees, which may arise, or which may be alleged to have arisen out of or in connection with the work or services covered by or associated with this Contract and provided by Contractor.

**28. Dispute Resolution:**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

**29. Change Orders:**

The LCSMC believes that the project is fully defined in the bid solicitation documents and that change orders will not be necessary. However, **if a change order is required, the Contractor shall review the scope of Work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All change orders and alternative suggestions must be approved by the LCSMC prior to execution.

All change order mark-ups shall be limited to a maximum 10% overhead and profit on all subcontractor work and self-performed work and a maximum of 5% overhead and profit on all general contractor administration of subcontracts. Work performed without proper authorization shall be the Contractor's sole risk and expense.

**30. 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) Was not foreseeable at the time the contract was signed.
- (b) Was not within the contemplation of the contract as signed.
- (c) Are in the best interests of the LCSMC.

**31. Purchase Order, Invoice and Payments:**

All payments shall be made in accordance with the Local Government Prompt Payment Act.

**32. Taxes:**

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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.
- (e) 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, if 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.

### 33. Payments

Owner shall pay Contractor for all Work completed in accordance with the Local Government Prompt Payment Act, and in accordance with the procedures described below.

#### Progress Payments.

During the performance of the Work, in response to Contractor's Applications for Payment, Owner shall make, progress payments, to Contractor. Payments shall be made in the amount of 90% of the estimated value, 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.

Final Payment. Upon final completion of the Work, Contractor shall submit to Owner a final Application for Payment. In response to Contractor's final Application for Payment, Owner shall pay Contractor an amount equal to the total value of the Work completed for which payment has not yet been made, less such amounts as Owner may withhold in accordance with the terms and conditions of the Contract Documents, including, but not limited to, liquidated damages.

Payment Requests. During performance of the Work, Contractor shall submit to Owner, applications for payment. Applications for payment will be processed by the Owner in accordance with the applicable provisions of the Contract Documents.

The following documents are required to be submitted with each Application for Payment:

- Pay Application
- Certified Payrolls
- Lien Waivers
- Contractor Affidavit
- Documentation as required for compliance with Illinois Works Jobs Program Acts (30 ILCS 559/Art. 20)

Applications for Payment shall be submitted to Sharon Østerby, LCSMC Project Manager.

### 34. Final Completion:

The Contractor shall have thirty (30) calendar days from the date of Substantial Completion to complete all Work and submit to the LCSMC a final Application for Payment. If the LCSMC's inspection discloses any item that is not in accordance with the requirements of the Contract Documents, the Contractor shall complete or correct such item within fourteen (14) calendar days after receipt of notice from the LCSMC.

### 35. 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.

**36. 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 LCSMC 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.

**37. Insurance:**

All Contracts may be subjected to change

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-and provide the LCSMC with a Certificate of Insurance 10 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 and/or where applicable:

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

Each Accident \$1,000,000

Disease-Policy Limit \$1,000,000

Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of LCSMC.

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)

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

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*).

Contractors and Subcontractors





All insurance shall apply as primary insurance/non-contributory with respect to LCSMC. Any insurance or self-insurance maintained by LCSMC shall be excess of the Contractor's insurance and shall not contribute with it. Such contractual liability insurance coverage shall be broad enough to respond to the liability assumed by the Contractor in the indemnity and hold harmless clause described herein. Both Contractors and its Subcontractors; to the fullest extent permitted by law, shall waive any right of contribution and shall indemnify and hold harmless LCSMC from and against claims, damages, losses and expenses arising out of or resulting from performance of the contractor's or subcontractor's work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death which is caused in whole or in part by negligent acts or omissions of the Contractor or Subcontractor.

#### 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 in the event of a claim.
- (c) Contractor agrees that with respect to the above required insurance, LCSMC shall be named as additional insured, including its agents, officers, and employees, and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change.
- (d) LCSMC shall be provided with Certificates of Insurance and 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.
- (e) Any hard copies of said Notices and Certificates of Insurance shall be provided to:  
**Lake County Stormwater Management Commission**  
**500 W. Winchester Road, Ste 201**  
**Libertyville, IL 60048**  
**Attn: Sharon Østerby**

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

Provide a current insurance certificate for the Contractor listed on the application for Demolition Permit, which shows the LCSMC as certificate holder and includes an additional insured endorsement (such as CG 20 12) naming the following additional insured:

*"The Village of Gurnee, the Village of Fox Lake, and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget."* Once the contractor is selected, a current insurance certificate will be provided to the LCSMC.

#### **38. Contract Performance and Payment Bonds:**

- (a) The Bidder selected by the LCSMC shall furnish to the Contracting Authority within ten (10) calendar days after being notified of the acceptance of Bid:
- (b) A performance bond satisfactory to the LCSMC, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the Total Awarded Contract as security for the faithful performance of the Contract; and
- (c) A payment bond satisfactory to the LCSMC, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or



Subcontractors for the performance of Work provided for in the Contract, in an amount equal to 100 percent (100%) of the Contract price.

- (d) Documents required by this section must be received and approved by the LCSMC before a written Contract will be issued.
- (e) Contractor may be required to update performance and payment bond if contract value changes.

### **39. Economic Opportunity Program**

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 LCSMC's procurement process, in accordance with applicable law. The LCSMC 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 LCSMC contracts. As part of its Economic Opportunity Program (EOP) commitment the LCSMC 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 RFP 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 demonstrate 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 Bidders are encouraged to work with Workforce Development to post 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 a public procurement process and requires that publicly procured contracts be awarded to the lowest responsive and responsible bidder, with no demonstrated preference based on the bidder's location, race, and gender.

### **40. Reporting Requirements for Awarded Contracts**

All awarded Bidders 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, LCSMC requests that all awarded Bidders provide an accounting of employees assigned throughout the term of the Contract regarding their home address and ethnicity. LCSMC may use any data collected to report on the potential of businesses and workers benefitting from LCSMC contracts.

### **41. Termination by the Contractor**

Bidder may not terminate its bid or any resulting Contract for delays caused by Acts of God, labor disputes, or unavoidable casualties; however, the term of any resulting Contract may be extended in accordance with the terms and conditions herein and thereof.

### **42. Termination by the LCSMC for Convenience:**

The LCSMC reserves the right to terminate this Invitation to Bid and the Contract, or any part thereof, upon thirty (30) days written notice. If this Invitation to Bid or the Contract is terminated due to Bidder's default, the LCSMC shall be entitled to purchase substitute items and/or services elsewhere and charge Bidder with all losses incurred, including attorney's fees and expenses. Upon receipt of written notice from the LCSMC of such termination for the LCSMC's convenience, Bidder shall:





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. Equal Employment Opportunity:**

- (a) 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."
- (b) 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."
- (c) 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."
- (d) 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.** 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.** 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.** 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.

- (a) 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."
- (b) The LCSMC shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the LCSMC. It shall be the responsibility and liability of the Contractor to promptly notify each 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.

5. The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
  - (a) The Contractor shall submit to the LCSMC by tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
  - (b) 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.
  - (c) Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
6. 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."
  - (a) 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.
  - (b) 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, worker 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 LCSMC or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

**END OF LABOR STATUTES, RECORDS AND RATES  
CONSTRUCTION CONTRACTS FOR LCSMC - STATE OF ILLINOIS**



- (a) Cease operations as directed by the LCSMC in the notice.
- (b) Take actions necessary, or that the LCSMC may direct, for the protection and preservation of the work;  
and
- (c) Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts, and purchase orders and enter no further Subcontracts and Purchase orders. In case of such termination for the LCSMC's convenience, Bidder shall be entitled to receive payment from the LCSMC for work completed to date in accordance with the terms and conditions of this RFP and any resulting contract.

**END OF GENERAL CONDITIONS**



## AUTHORIZED NEGOTIATORS:

NAME:

Jake Fowler

PHONE:

224-715-7023

EMAIL ADDRESS:

fowlerservices@sbcglobal.net

NAME:

PHONE:

EMAIL ADDRESS:

BUSINESS ORGANIZATION: (check one only)

☐ Sole Proprietor: An individual whose signature is affixed to this Bid.☐ Partnership: State full names, titles, and addresses of all responsible principals and/or partners on attached sheet.☒ Corporation: State of incorporation: IL☐ Non-profit Corporation☐ 501c3 - U.S. Internal Revenue Code

By signing this Bid document, the proposer hereby certifies that it is not barred from responding on this contract because of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Fowler Enterprises LLC  
BUSINESS NAMEJake Fowler  
PRINT OR TYPE NAME[Signature]  
SIGNATURE5-4-2023  
DATEOwner  
TITLE



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

NAME: Fowler Enterprises LLC  
ADDRESS: 41W691 Russell Rd. Elgin, IL 60124  
PHONE: 224-715-7023 FAX: 847-695-8770  
EMAIL ADDRESS: fowlerservices@sbcglobal.net  
PROJECT MANAGER: Jake Fowler  
# YEARS IN BUSINESS: 9 NUMBER OF EMPLOYEES 6  
ANNUAL SALES: \$1,500,000.00 DUNN & BRADSTREET # 08-057-5530  
INDICATE IF firm is a certified M/W/DBE and attach certification: NA

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
Jake Fowler	Operator/Owner	15	Demolition & restoration
Brian Fowler	Operator/Foreman	30+	Demolition & restoration
Jack Fowler	Laborer	10	Demolition & restoration

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 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 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.



BIDDER shall comply with the following requirements:

NOTE: Bidder shall write the word "Meets" to indicate that the Bidder meets or exceeds the Qualifications specified herein; or write the specified variations to the specifications in the spaces provided. Exceptions to the specifications must be clearly indicated below and may cause your bid to be disqualified. Complete below and return with bid. (Use additional paper as required and reference all attachments.)

Spec. No.	Qualification	Bidder Proposes to Furnish
1.	Minimum 5 years in business	Meets
2.	Relevant Construction experience: Minimum of 3 similar projects completed in the last 5 years having a construction value equal or greater to the value of this bid. Projects should be of similar complexity and demonstrate the bidder's ability and experience to successfully complete this specific project.	Meets
3.	Safety: Worker's compensation premium modifier not more than 1.0 or an explanation of exceptional circumstances.	Meets
4.	Contract completion history: No defaults of any construction.	Meets

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 Engineer including contact names and phone numbers.

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

Demolition and restoration will be performed by our own forces.

2. For Proposed Subcontractors for this Project. In accordance with the Responsible Bidders Ordinance, please provide the following information (Include additional pages as necessary):

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





## 3. BANK REFERENCE:

CONTACT:

CONTACT PHONE:

ADDRESS:

TBK Bank

Teresa

847-622-9600

3151 US-20

Elgin, IL 60124

## 4. BONDING COMPANY:

AGENCY NAME:

CONTACT:

CONTACT PHONE:

ADDRESS:

Hudson Insurance Group

Bonding Services Corp

Stephanie Shotler

847-301-4255

1320 Tower Road

Schaumburg, IL 60173

## 5. INSURANCE COMPANY:

AGENCY NAME:

CONTACT:

CONTACT PHONE:

ADDRESS:

Pelkin Insurance

Elite Insurance Solutions

Scott Ballard

630-345-6800

524 W. State St. Suite F

Geneva, IL 60134

## 6. TRADE REFERENCES (LIST 4)

NAME:

CONTACT:

CONTACT PHONE:

ADDRESS:

Holeim

Victor Ahumada

847-888-6133

1300 IL Route 31

South Elgin, IL 60177

NAME:

CONTACT:

CONTACT PHONE:

ADDRESS:

Midwest Material Management

Jamie Hodge

847-426-0354

270 N. State Street

Hampshire, IL 60140



NAME:

Valley Hydraulic Service Inc.

CONTACT:

Ian

CONTACT PHONE:

847-931-1808

ADDRESS:

610 Stevenson Rd. South Elgin, IL 60177

NAME:

Flat Pride

CONTACT:

John

CONTACT PHONE:

847-741-1101

ADDRESS:

620 Stevenson Rd. South Elgin, IL 60177

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

YES

NO



Are there any judgements, claims or suits pending or outstanding against you?

YES

NO



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

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

NA

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

Current Assets:

\$ will provide

Fixed Assets (Depreciated):

\$ upon request

Other Assets:

\$

Total Assets:

\$

Current Liabilities:

\$

Long Term Liabilities:

\$

Total Liabilities:

\$

Net Worth:

\$

Date of Latest Balance Sheet:

2/15/2023

Accounting Firm:

George E. Richeson Law Firm

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





## 10. Major Contracts Completed During Last Five Years:

Year	Name of Project	Engineer	Contract Amount (\$)
2023	Lake County Storm-2017 Wash	Sharon Osterby	\$21,400.00
2022	St. Edwards Catholic HS	Jan Schroeder	\$29,450.00
2022	Livingston County	Gary Perjan	\$186,388.00
2022	Elgin Community College	Jose Pareja	\$156,250.00
2022	Waukegan Elementary	Jay Kuestler	\$162,984.00
2021	Lake Park High School	Anthony Tremonte	\$53,690.00
2021	Elmhurst Park District	Ralph Ferrentino	\$128,300.00
2021	Burlington Heights Park District	Tyler Quattracchi	\$140,000.00

11. Average Annual Billing for Last Five Years: \$ 1,100,000.00

12. Total Work in Progress and Under Contract: \$ 630,200.00

## 13. List All Major Work Currently Under Contract:

% Completed	Name of Project	Engineer	Contract Amount (\$)
0%	Millery A. Conservation District	Sarah Rummel	\$357,884.00
50%	Village of Orland Park	Mike Mazza	\$68,310.00
15%	County of Kane	Fronne Elizendo	\$264,000.00

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:

Fowler Enterprises LLC

By:

Title:

Owner

Date:

5-4-2023



Entity: Lake County Stormwater Management  
Address: 500 Winchester Road, Suite 201  
City, State, Zip Code: Libertyville, IL 60048  
Name of Contact Person: Sharon Osterby  
Email Address: Sosterby@lakecountyil.gov  
Telephone Number: 847-377-7706  
Description of Services Provided: Demolition & restoration of multiple houses

Contract Value: \$21,400.00  
Date of Service: 2 1 20 23 To: 3 1 7 1 2023

Entity: St. Edwards Catholic High School  
Address: 335 Locust Street  
City, State, Zip Code: Elgin, IL 60123  
Name of Contact Person: Jan Schroeder  
Email Address: jan@stedahs.org  
Telephone Number: 847-741-7535 ext. 104  
Description of Services Provided: Demolition & restoration of a house

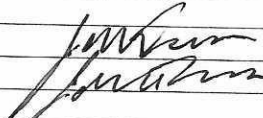
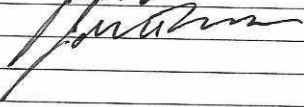
Contract Value: \$29,450.00  
Date of Service: 11 1 1 2022 To: 12 1 1 2022

Entity: Livingston County  
Address: 28835 N. Herkey Dr. Unit 120  
City, State, Zip Code: Lake Bluff, IL 60044  
Name of Contact Person: Gary Deigan  
Email Address: gdeigan@deiganassociates.com  
Telephone Number: 847-578-5000  
Description of Services Provided: Demolition of a health & education building

Contract Value: \$186,388.00  
Date of Service: 8 1 1 2022 To: 9 1 15 2022



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

ADDENDUM #	SIGNATURE
1	
2	

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

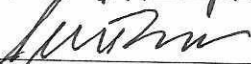
Submittal Number:

BID# 23-0421 SMC

Company Name:

Fowler Enterprises LLC

Authorized Representative:



Signature

Authorized Representative:

Jake Fowler

Print

Date:

5-4-2023

It is the Bidder'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 LCSMC, Bidders are required to acknowledge receipt of addendum via email to [sosterby@lakecountyil.gov](mailto:sosterby@lakecountyil.gov) prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

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



Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking proposers to provide a Statement of Sustainability to ensure our proposers are also incorporating sustainability into their firms' practices.

### INSTRUCTIONS

On the following Sustainability Statement form, provide a clear description of your firm's sustainable practices, policies, or procedures. These practices may include, but may not be limited to, the following categories and examples:

Waste Minimization within your office or facilities, such as a recycling programs, double-sided copying, electronic internal communications (i.e. memos), use of recycled-content materials and reusable cups, limiting printing, electronic document management, instituting green purchasing policies, using green cleaning supplies and practices, or reducing packaging in materials you procure or supply.

Energy Efficiency within your office, facilities, or firm, such as lighting retrofits, photo-sensor switches for lighting, effective use of daytime lighting, using Energy Star rated appliances or equipment, using an alternative fuel or having efficient fleet policies, an anti-idling policy, or indoor temperature management (i.e. turning the thermostat up in the summer and down in the winter).

Water Efficiency within the office, facilities, or firm, such as faucet or fixture retrofits, switching from individual bottled water to office water coolers or drinking fountains, and installing drought-tolerant landscaping.

Staff encouraged to adopt sustainable practices and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support for green seminar attendance, becoming US Green Building Council LEED accredited, or creating an internal "green team."

Education of your staff about green practices, education of your business peers about your green accomplishments, education of your community by your sustainability, or notice of any environmental awards your firm has achieved.

CONTINUE TO NEXT PAGE



Bidder Name: Fowler Enterprises LLC

Waste Minimization (Attach additional sheets if necessary.)

NA

Energy Efficiency (Attach additional sheets if necessary.)

NA

Water Efficiency (Attach additional sheets if necessary.)

NA

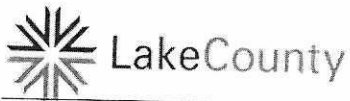
Staff (Attach additional sheets if necessary.)

NA

Education (Attach additional sheets if necessary.)

NA





VENDOR DISCLOSURE STATEMENT  
2023 FLOODPLAIN PROPERTY DEMOLITION & SITE RESTORATION PROJECT

Vendor Name:	Fowler Enterprises LLC		
Address:	41W691 Russell Rd. Elgin, IL 60124		
Contact Person:	Jake Fowler	Contact Phone #:	224-715-7023
Bid/RFP/SOI/Contract/Renewal:	Bid #23-0421-SMC		

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
NA	

**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
NA				

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at [www.lakecountyiil.gov](http://www.lakecountyiil.gov).

The full text of the County's Ethics and Procurement policies and ordinances are available at [www.lakecountyiil.gov](http://www.lakecountyiil.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:	Owner
Printed Name:	Jake Fowler	Date:	5-4-2023

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

☐

### VENDOR CERTIFICATION

Bid/RFP/SOI Number:	Bid #23-0421-SMC		
Vendor Name:	Fowler Enterprises LLC		
Address:	41416 91 Russell Rd. Elgin, IL 60124		
Primary Contact Name:	Jake Fowler		
Primary Contact Email Address:	fowlerservices@sbcglobal.net		
Primary Contact Phone Number:	224-715-7023		
Project Manager Name:	Jake Fowler		
Project Manager Email Address:	fowlerservices@sbcglobal.net		
Project Manager Phone Number:	224-715-7023		
# Years in Business:	9	Number of Employees:	6
Annual Sales:	\$ 1,500,000.00	Dunn & Bradstreet #:	08-057-5530
<b>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).</b>			
	<input type="checkbox"/> Contractor certifies as a Minority – Business Enterprise (MBE)		
	<input type="checkbox"/> Contractor certifies as a Women Business Enterprise (WBE)		
	<input type="checkbox"/> Contractor certifies as a Veteran-Owned (VBE) Business Enterprise		
	<input type="checkbox"/> Contractor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)		
	<input type="checkbox"/> Contractor certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise		
	<input type="checkbox"/> Contractor certifies as a Business Enterprise Program (BEP)		
	<input type="checkbox"/> Contractor certifies as a Small Disadvantaged Businesses (SDB)		
	<input type="checkbox"/> Contractor certifies as a Veteran-Owned Small Business (VOSB)		
	<input type="checkbox"/> Local Business		
✓	<input checked="" type="checkbox"/> 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

Jake Fowler / Owner  
 Printed Name, Title

5-4-2023  
 Date

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



### RESPONSIBLE BIDDER AFFIDAVIT

<b>Vendor Name:</b>	Fowler Enterprises LLC	<b>F.E.I.N #:</b>	47-1989989
<b>Address:</b>	41W691 Russell Rd. Elgin, IL 60124		
<b>Contact Person:</b>	Jake Fowler	<b>Contact Phone #:</b>	224-715-7023

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


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

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

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

- All bidders must provide three (3) projects as detailed on the invitation for bid reference form.
- Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project prior to the subcontractor commencing work on the project.
- The bidder and all bidder's sub-contractors must participate in active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship for each of the trades of work contemplated under the awarded contract.
- The bidder shall provide on a separate document a listing of all trades that are to be contracted under the awarded contract and submit the certificate of registration for the apprenticeship and training programs that have been approved and registered with the United States Department of Labor.

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

<b>Authorized Signature:</b>		<b>Title:</b>	Owner
<b>Printed Name:</b>	Jake Fowler	<b>Date:</b>	5-4-2023

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

## PERFORMANCE BOND

---

KNOW ALL BY THESE PRESENT, that

\_\_\_\_\_  
(FULL NAME AND ADDRESS OF CONTRACTOR)

as Principal and Obligor, and

\_\_\_\_\_  
(FULL NAME AND ADDRESS OF SURETY)

as Surety, are held and firmly bound unto Lake County Stormwater Management Commission (hereinafter called Owner), a body corporate and politic, having its domicile in the County of Lake, Illinois, in the full and just sum of \_\_\_\_\_ Dollars,

(CONTRACT PRICE)

(\$\_\_\_\_\_) to be paid to the said Owner aforesaid, its certain attorney, successors or assigns, to which payment well and truly to be made, the Principal and Surety do bind themselves, their successors and assigns, and every one of them jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a written Contract with the Owner entitled "2023 Floodplain Property Demolition and Site Restoration Project for Properties in Lake County," which Contract is dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023, the terms and conditions of which are made a part hereof by reference:

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well and truly perform, fulfill and carry out the covenants, terms and conditions of the Contract, in all its terms, and shall indemnify and save harmless the said Owner from all charges, claims, demands, loss, costs and damages of every kind and nature whatsoever, which it may suffer by reason of failure so to do, by or on the part of the Principal, then this obligation to be void; otherwise, to be and remain in full force and virtue.

It is further agreed that any alterations that may be made in the terms of the Contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it, or the giving by the Owner of any extension of time for the performance of the Contract or any other extension or forbearance on the part of the Owner or the Principal one to the other shall not in any way release the Principal and the Surety or Sureties, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder. Notice to the Surety or Sureties of any such alteration extension or forbearance is hereby waived.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Work upon thirty (30) calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract. At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than thirty (30) calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to incur any expense or correct any deficient performance of Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of Owner.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Attest/Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

PRINCIPAL: NAME OF CONTRACTOR

By: \_\_\_\_\_  
(NAME OF CONTRACTOR'S EXECUTING OFFICER)

Title: \_\_\_\_\_  
(TITLE OF CONTRACTOR'S EXECUTING OFFICER)

Attest/Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY: NAME OF SURETY

By: \_\_\_\_\_

Title: \_\_\_\_\_

## PAYMENT BOND

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KNOW ALL BY THESE PRESENTS, that \_\_\_\_\_,  
(FULL NAME AND ADDRESS OF CONTRACTOR)

hereinafter called the PRINCIPAL, and \_\_\_\_\_,  
(FULL NAME AND ADDRESS OF SURETY)

a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
hereinafter called the SURETY, are held and firmly bound unto, the Lake County Stormwater  
Management Commission, 500 W. Winchester Road, Libertyville, Illinois 60048, Obligee,  
hereinafter called "Owner", for the use of any and every person, co-partnership, association or  
corporation interested in the full and just sum of \_\_\_\_\_ Dollars  
(CONTRACT PRICE)

(\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the said Owner  
or its or their assigns, to which payment well and truly to be made we bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2023.

WHEREAS, the above bound Principal has entered into a written Contract with the Owner  
entitled "2020 Demolition and Site Restoration Project for Properties in Lake County" which  
Contract is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the terms and conditions of which  
are made a part hereof by reference:

NOW, THEREFORE, the condition of this obligation is such, that if the above bounden Principal  
shall and will promptly pay or cause to be paid all sums of money which may be due any  
person, co-partnership, association or corporation for all material furnished and labor supplied or  
performed in the prosecution of the work, whether or not the said materials or labor enter into and  
become component parts of the work or improvement contemplated, then this obligation to be void;  
otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree herein that every person, co-  
partnership, association or corporation who, whether as subcontractor or otherwise, has furnished  
material or supplied or performed labor in the prosecution of the work as above provided and  
who has not been paid therefore may sue, prosecute the same to final judgment for such sum  
or sums as may be justly due him, then or it, and have execution thereon, provided, however,  
that the Owner shall not be liable for the payment of any costs or expenses of any such suit.

IS FURTHER AGREED, that any alterations which may be made in the terms of the contract or in  
the work to be done or materials to be furnished or labor to be supplied or performed under it or  
the giving by the Awarding Authority of any extension of time for the performance of the  
contract or any other forbearance on the part of either the Owner or the Principal to the other,  
shall not in any way release the Principal and the Surety or Sureties or either or any of them,  
their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice  
to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Principal to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner furnished facilities, equipment, material, services or sites; or in or to the mode or manner of payment therefore shall in any way release Principal and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Principal or of Owner's termination of Principal being hereby waived by Surety.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST/WITNESS

PRINCIPAL: NAME OF CONTRACTOR

By: \_\_\_\_\_ By: \_\_\_\_\_  
(NAME OF CONTRACTOR'S EXECUTING OFFICER)

Title: \_\_\_\_\_ Title: \_\_\_\_\_  
(TITLE OF CONTRACTOR'S EXECUTING OFFICER)

ATTEST/WITNESS

SURETY: NAME OF SURETY

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_



## Notice to Proceed

To: Contractor

From: Lake County Stormwater Management Commission

Date: TBD

Subject: Notice to Proceed with Contract Services Agreement for 2023 Floodplain Property Demolition & Site Restoration Project

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The 2023 Floodplain Property Demolition & Site Restoration Project for property identified in table below, was awarded to Contractor, Contractor Address, Contractor Phone Number, in the amount of \$ TBD, on 06/01/2023.

Address	City
1054 Kilbourne Rd.	Gurnee
1062 Kilbourne Rd.	Gurnee
881 Emerald Ave.	Gurnee
623 Channel Dr.	Fox Lake

\*Additional Item, Only as Ordered by Engineer

The contractor is hereby notified to commence work set forth in the contract on or before TBD.

All work is to be completed in accordance with plans, specifications and conditions provided in the contract documents.

The project must be SUBSTANTIALLY COMPLETED WITHIN 90 DAYS from the date of Notice to Proceed (excluding Saturdays and Sundays). The completion of ALL WORK is 30 DAYS from date of Substantial Completion (excluding Saturdays and Sundays).

The contractor will pay liquidated damages, in the sum of \$1,000.00 per day past the substantial completion date as specified in paragraph 21 of the General Conditions Relating to the Contract.

Please acknowledge receipt of this Notice by signing the space below and returning a copy to this office.

### ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

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Contractor Signature

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Date

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Contractor Name (Print)



## WORK CHANGE DIRECTIVE

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**WORK CHANGE DIRECTIVE NO.:**

**DATE:**

**PROJECT NAME:** 2023 Demolition and Site Restoration Project for Properties in Lake County

**DESCRIPTION OF WORK COVERED BY THIS DIRECTIVE CHANGE:**

**REASON FOR THIS ORDER:**

**AUTHORIZATION:**

THIS WORK CHANGE DIRECTIVE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. If required, a Contract Change Order in the amount of \$ \_\_\_\_\_\* will be issued to you in the near future to cover this Work Directive Change. Reimbursement will be based upon:

- Unit Price Basis      - Time & Materials

\*See Attached.

**PROJECT COMPLETION DATE:** ADD/DEDUCT/UNCHANGED \_\_\_\_\_ DAYS

**CONTRACT PRICE** ADD/DEDUCT/UNCHANGED \$ \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_



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\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Verification of Diversion Plan

\_\_\_\_\_  
Date

(Please attached copies of tonnage reports)



## PRE-DEMOLITION CHECKLIST

The following items including but not limited to below list must be completed prior to demolition of the 2023 Demolition and Site Restoration Project for Properties in Lake County associated structures and/or removal of debris and pavement for each property. Completion of this checklist is to ensure that the undersigned contractor/representative has obtained all necessary permits and taken appropriate precautions prior to demolition. A completed checklist and appropriate documentation for each item below should be kept by the contractor for presentation to the Lake County Stormwater Management (SMC) upon request.

**ADDRESS:** \_\_\_\_\_

	Item	Completed	SMC Approved
1	Julie locate performed		
2	Permits obtained		
3	SMC Notice to Proceed Issued		
4	Gas Service Disconnected		
5	Electric Service Disconnected		
6	Well Capping Permit Obtained (Lake County Health Department), if applicable		
7	Well Filled, Capped, if applicable		
8	Disconnect from Water line		
9	Disconnect from Sewer line		
10	Other		

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone number:** \_\_\_\_\_



## Lake County Construction & Demolition Project Recycling Summary

Effective January 1, 2014, Lake County adopted the Lake County Solid Waste Hauling and Recycling Ordinance, requiring 75% of construction and demolition debris be diverted from landfills for all new construction, renovation, demolition, entire re-roofing, or entire re-siding projects of 1,500 square feet or greater gross floor area, in unincorporated Lake County. In the spirit of this ordinance, Lake County desires similar diversion rates for County construction and demolition projects.

As such, all bidders shall submit a demolition debris plan outlining the method by which 75% of the project demolition debris will be diverted, either through recycling or reuse efforts. Lake County will verify the plan with the winning bidder by collecting diversion and landfill data upon completion of the waste hauling portion of the project.

### Lake County Construction and Demolition Debris Recycling Plan

Project: 2023 Demolition and Site Restoration Project for Properties in Lake County

Description: Demolition and Site Restoration of up to four (4) residential structures in Lake County

Start Date of Construction: \_\_\_\_\_

1. Please identify what materials and the quantity that will be diverted and the method by which they will be diverted from disposal.

Material	Quantity	Unit	Method of Diversion	Total
Debris				
Wood				
Asphalt				
Concrete				
Other				

2. Separated on-site or co-mingled?

Describe \_\_\_\_\_

3. List vendors or facilities that will collect or receive the C&D Debris: