

**INVITATION FOR BID**

**BID DOCUMENTS AND SPECIFICATIONS**

**BID NUMBER 26142**  
**Saunders Road Sanitary Sewer and Lift**  
**Station Improvements**

PW# 2020.130

FOR  
LAKE COUNTY DEPARTMENT OF PUBLIC WORKS



**BID INFORMATION BY**  
**LAKE COUNTY**  
**PURCHASING DIVISION**  
**18 NORTH COUNTY STREET, NINTH FLOOR**  
**WAUKEGAN, ILLINOIS 60085-4350**  
**(847) 377-2929**

**PROJECT MANUAL**

**PROJECT NAME: Saunders Road Sanitary Sewer and Lift Station Improvements**  
**PROJECT NUMBER: PW#2020.130**

**LAKE COUNTY DEPARTMENT OF PUBLIC WORKS**  
**LAKE COUNTY, ILLINOIS**

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**Lake County, Illinois**

**INVITATION TO BID**

**BID NUMBER 26142**

**Date: February 17<sup>th</sup>, 2026**

**Project Name: Saunders Road Sanitary Sewer & Lift Station Improvements**

**Project Description:** Construction of sanitary sewer systems, including gravity sanitary sewer piping and manholes, sanitary sewer forcemain piping, and a sanitary sewer lift station, including associated equipment, piping, structural elements, electrical work, and instrumentation and control work. The project is located along Saunders Road from West Course Drive to Duffy Lane in Lake County, Illinois. The total project length is approximately 1,800 LF. The work includes approximately 1,500 LF of 16-inch diameter gravity sanitary sewer piping to be installed by open cut and trenchless methods. Also included in the work is site erosion control, tree and brush removal, traffic control, and site restoration. Work will occur in Lake County Division of Transportation and Village of Riverwoods rights-of-way.

**GENERAL REQUIREMENTS:** Contractors are to submit sealed bids.

**SITE VISITS** The project location is open to the public and bidders are encouraged to visit the site at their convenience.

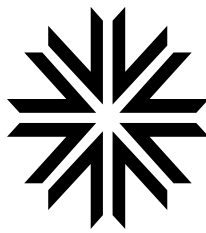
**PRE-BID CONFERENCE:** Tuesday, March 3, 2026, 10:00AM  
At location of existing lift station (approximately 1800 Saunders Road, Riverwoods, IL 60015)

**BID LOCATION:** Bid Opening will be held virtually and can be attended via the Zoom link provided.  
**Electronic Bid Submission Only**  
**See Page INV-2 for instructions**

**BID DUE DATE:** Thursday, March 19, 2026 11:00 AM

**DOCUMENTATION DUE DATE:** Thursday, March 19, 2026 11:00 AM  
All requested documents

**TARGET COUNTY BOARD DATE:** Tuesday, May 12, 2026\*  
\*Dates subjected to County Readiness



# LakeCounty

## Purchasing Division

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

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid # 26142 / Saunders Road Sanitary Sewer and Lift Station Improvements.

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

1. Go to [www.lakecountypurchasingportal.com](http://www.lakecountypurchasingportal.com)
2. Click on the Bid Number: 26142
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your bid submittal
  - a. Click on the browse button
  - b. Navigate your computer and select the appropriate file
    - i. Multiple files can be uploaded, each file can be no more than 20 MB
    - ii. Files can also be uploaded as a .zip file
  - c. Click on save submittals
  - d. Close the browser

**\*Please note: Responses are due at 11:00 a.m. local time on Thursday, March 19, 2026. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) to receive confirmation that we have successfully received your submissions.**

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

1. Go to [www.lakecountypurchasingportal.com](http://www.lakecountypurchasingportal.com)
2. Click on the "Under Review" tab
3. Click on the Bid Number: 26142
4. Click on the "Events" tab
5. Join the Zoom Meeting by clicking on the meeting link
  - a. Please plan on joining the meeting at least 5 minutes early and mute your microphone.

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

Bid No. 26142	Vendor Name:
Buyer: Matt Finstein	
Bid Description: Saunders Road Sanitary Sewer and Lift Station Improvements	Deliver to: Lake County <b>ATTN: PURCHASING DIVISION</b>
Bid Due Date: March 19, 2026, 11:00AM	18 N. County Street – 9 <sup>th</sup> Floor Waukegan, IL 60085

## INSTRUCTIONS TO BIDDERS

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## **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. Bidder—The individual or entity who submits a Bid directly to OWNER.
  - B. Issuing Office—The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
  - C. Successful Bidder—The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
  - D. Agency—Illinois Environmental Protection Agency

## **ARTICLE 2 - COPIES OF BIDDING DOCUMENTS**

- 2.01 Bid documents including plans and specifications for this project are available to be downloaded at the following website: <http://lakecountypurchasingportal.com>. Click on the appropriate bid number to register. After registering, bidders have access to all bid documents including specifications, plans and related files.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 OWNER and ENGINEER in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated.
  - B. A list of the property and equipment available to the Bidder to evaluate if the Bidder can complete the Work in accordance with the Bidding Documents.
  - C. A financial statement of the Bidder showing that the Bidder has the financial resources to meet all obligations incidental to the Work.
  - D. Lake County has a Responsible Bidders Ordinance and to qualify as a responsive bidder, bidders and all subcontractors must participate in an active apprenticeship and training programs approved and registered with the US Department of Labor's Office of Apprenticeship for each of the trades of work contemplated under the awarded contract.

- E. The Bidder's performance record giving the description, location and telephone numbers of similar projects constructed in a satisfactory manner by the Bidder.
- F. A list of projects presently under contract, the approximate contract amount, and the percentage of completion for each.
- G. A list of contracts which resulted in lawsuits.
- H. A list of contracts defaulted.
- I. A statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing Work of like nature or magnitude.
- J. A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.
- K. The technical experience of personnel guaranteed to be employed in the responsible charge of the Work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.
- L. Such additional information as will assist OWNER in determining whether the Bidder is adequately prepared to fulfill the contract.

#### **ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

##### 4.01 Subsurface and Physical Conditions

- A. The Supplementary Conditions identify:
  1. *Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.*
  2. *Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.*
- B. *Copies of reports and drawings referenced in paragraph 5.03.A of the General Conditions will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Document, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 5.03.B of the General Conditions has been identified and established in paragraph 5.03 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.*

##### 4.02 Underground Facilities

- A. *Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.*

4.03 Hazardous Environmental Condition

A. *The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.*

B. *Copies of reports and drawings referenced in paragraph 5.06.A of the General Conditions will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 5.03.B of the General Conditions has been identified and established in paragraph 5.03 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.*

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 5.03 and 5.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 5.06 of the General Conditions.

4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 Reference is made to Article 8 of the General Conditions for the identification of the general nature of other work, if any, that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that related to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. *Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;*

B. *Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;*

C. *Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;*

D. *Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03.A of the General Conditions, and carefully study all reports and drawings if a Hazardous Environmental Condition, if any, at the Site which have*

*been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.*

- E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplemental examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Document, and safety precautions and programs incident thereto;*
  - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;*
  - G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;*
  - H. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;*
  - I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and*
  - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.*
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **ARTICLE 5 – PRE-BID CONFERENCE**

- 5.01 A pre-bid conference will be conducted in person at the location of the existing lift station (approximately 1800 Saunders Road, Riverwoods, IL 60015) , see Invitation to Bid for time and date.

## **ARTICLE 6 – SITE AND OTHER AREAS**

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

## **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

7.01 Should the bidder require additional information about this bid, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the bid number and addendum link. Questions may also be submitted via email to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov). All questions shall be submitted no less than seven (7) days prior to the bid opening date.

7.02 ANY and ALL changes to these specifications are valid only if included in an addendum issued by Lake County Purchasing. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda as issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

## **ARTICLE 8 – BID SECURITY**

8.01 A bid must be accompanied by a Bid security in the amount of 10% of Bidder's maximum bid price and in the form of a certified or bank check or a Bid Bond [on the form attached] issued by a surety meeting the requirements of paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security shall guarantee the Successful Bidder will execute the Agreement, furnish the required contract security, and meet the other conditions of the Notice of Award. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited.

## **ARTICLE 9 – CONTRACT TIMES**

9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 10 – LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

## ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 Materials and equipment described in the Contract Documents by using the name of a proprietary item or name of a particular supplier is intended to establish type, function, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER. Application for acceptance of substitutes and "or-equal" items will not be considered by ENGINEER until after the Effective Date of Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraph 7.04 and 7.05 of the General Conditions and may be supplemented in the Supplementary Conditions or General Requirements.

## ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after the Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

## ARTICLE 13 – PREPARATION OF BID

- 13.01 Only the Bid form included with the Bidding Documents shall be used to submit a Bid. Additional copies may be obtained from the issuing office.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid Item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of Illinois or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.
- 13.12 Bids which are signed by an attorney-in-fact for individuals, firms, partnerships or joint ventures shall have attached thereto a power-of-attorney evidencing authority to sign the Bid.
- 13.13 It is the responsibility of the Bidder to submit a neat, accurate, and complete Bid.
- 13.14 The Bid shall contain a Contractor Qualification Form which provides experience information that meets the following criteria. Failure to meet these experience requirements or failure to provide the required information at bid time will result in bid rejection. Failure to provide crews or Quality Control Inspectors with the requisite experience will result in termination of the services of the Contractor for cause by the Owner in accordance with Section 14.06 of the General Conditions.
- 13.15 Any and all changes to the specifications and terms and conditions of this Bid are valid only if they are included by addendum issued by Lake County Purchasing. Bidders shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum issued within three business days of the submittal due date.

#### **ARTICLE 14 – SUBMITTAL OF BID**

- 14.01 Each prospective Bidder is furnished one copy of the Bidding Documents with one copy each of the Bid form, and, if required, the Bid Bond.
- 14.02 A Bid shall be submitted no later than the date and time prescribed per the electronic submission instructions with the Invitation to Bid.

#### **ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its bid, and

the Bid security will be returned, if written authorization to withdraw the bid is provided by the Lake County Purchasing agent.

## **ARTICLE 16 – OPENING OF BIDS**

16.01 Bids will be opened at the time and place indicated in the advertisement or Invitation to Bid and read aloud publicly via a zoom meeting. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 17 – BASIS OF BID; EVALUATION OF BIDS**

17.01 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

17.03 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract price will be determined in accordance with paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where words and figures are used in the Bid Form, any discrepancies between words and figures will be resolved in favor of the words.

17.04 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 13.02 of the General Conditions.

17.05 OWNER shall have the right to reject any unit prices for additions to or deductions from the Work as given in the Bid, if the prices are considered excessive or unreasonable, or to accept any unit prices which may be considered fair and reasonable.

17.06 OWNER shall have the right to accept alternates in any order or combination or to not accept any.

17.07 A Bid which does not contain a price that is both adequate and reasonable for each item named in the Bid may be considered irregular and subject to rejection.

17.08 OWNER may consider the qualifications and experience of Bidders, and the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in paragraph 7.06 in the General Conditions. OWNER

may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- 17.09 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 17.10 OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 19 – AWARD OF CONTRACT**

- 19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder.
- 19.02 If the contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder(s).
- 19.03 If the contract is to be awarded, OWNER will give Successful Bidder notification within a reasonable time.

#### **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 The successful Contractor shall deliver prior to the date of the Owner's Notice of Award all performance and payment bonds and insurance along with the signed counterparts of the Agreement. Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. These requirements include but are not necessarily limited to:
- A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the contract price as security for the faithful performance of the contract; and
  - A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the contract price; and
  - A Certificate of Insurance with all required endorsements.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

## **ARTICLE 22 – WAGE RATES**

22.01 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 OWNER or State of Illinois Department of Labor shall be paid.

22.02 The current wage rates can be found at: <https://labor.illinois.gov/laws-rules/conmed/rates.html>.

22.03 The wage rates will be incorporated into and made a part of the Contract Documents when the Contract Documents are prepared for execution.

## **ARTICLE 23 – TAX**

23.01 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.

23.02 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.

23.03 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.

23.04 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.

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

## WAGE RATE REQUIREMENTS

### 1.01 General

- A. CONTRACTOR and Subcontractors shall pay wages not less than the prevailing hourly wage rate for each classification of employee engaged on the Work as determined by the State of Illinois Department of Labor. In case of conflict, the wages paid by CONTRACTOR shall be not less than the higher of the prevailing wage determination.
- B. CONTRACTOR shall comply with the provisions of Wages of Employees on Public Works (Prevailing Wage) Act (Illinois Revised Statutes, Chapter 48, Section 39S-1 through 39S-12 and 820 ILCS 130/5).
- C. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of Work which may be performed by any employee in any particular period of time.
- D. A copy of the wage determination shall be posted by CONTRACTOR in a prominent place at the site of the Work where it can be easily seen by the employees.

#### **E. Statement on Certified Payroll**

##### **State of Illinois Prevailing Wage Act (820 ILCS/130/1)**

It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.

**Effective September 1, 2020**, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for Lake County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Any contractor or subcontractor subject to this Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee, or agent it is to file such certified payroll who willfully fails to file such a certified payroll on or before the date such certified payroll is required by this paragraph to be filed and any person who willfully files a false certified payroll that is false as to any material fact is in violation of this Act and guilty of a Class A misdemeanor. (820 ILCS 130/5(2)).

**Effective September 1, 2020, to receive payment for work conducted for Lake County, contractors must provide the email certification received from their IDOL submittal with each of their pay requests.**

A contractor or subcontractor convicted or found guilty under Section 5 or 6 of this Act shall be subject to an automatic and immediate debarment, thereafter prohibited from participating in any public works project for 4 years, with no right to a hearing (820 ILCS 130/11a).

2.01 WAGE DETERMINATIONS

- A. The following wage rate schedule(s) are the prevailing rate(s) of hourly wage applicable to this Contract.
- B. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract.

Note: Current wage rates can be found at:

<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>



### Addendum Acknowledgement

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

ADDENDUM #

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

Submittal Number: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

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

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

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

Submittals that do not acknowledge addendums may be rejected.

## **BID FORM**

**BID NUMBER:** 26142

**PROJECT NAME:** Saunders Road Sanitary Sewer and Lift Station  
Improvements

**Project Number:** PW#2020.130

for the Lake County Department of Public Works  
Lake County, Illinois

THIS BID IS SUBMITTED TO:

Lake County Purchasing Department  
Electronically Via the Purchasing portal

(hereinafter called OWNER)

- 1) The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2) Bidder accepts all of the terms and conditions of the Official Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. This Bid will remain open for up to 60 days after the bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Bidding Requirements within 10 days after the date of OWNER's Notice of Award.
- 3) In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - a) Bidder has examined and carefully studied all the Bidding Documents and Addenda, receipt of all which is acknowledged.
  - b) Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work;
  - c) Bidder is familiar with and has satisfied itself as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and finishing of the Work.

- d) Lake County has a Responsible Bidders Ordinance and to qualify as a responsive bidder, bidders and all subcontractors must participate in an active apprenticeship and training programs approved and registered with the US Department of Labor's Office of Apprenticeship for each of the trades of work contemplated under the awarded contract.
  - e) Bidder acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relates to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other items and conditions of the Contract Documents.
  - f) Bidder is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to Work for which the Bid is submitted as indicated in the Contract Documents.
  - g) Bidder has correlated the information known to Bidder from information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - h) Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the Bid is submitted.
  - i) This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, or organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
  - j) Bidder certifies that Bidder is not barred from bidding on this Contract as a result of a conviction for either bid-rigging or bid-rotating under the provisions contained in chapter 38, Paragraphs 33E-3 and 33E-4 of the Illinois Revised Statutes.
- 4) Bidder will complete the work in accordance with the Contract Documents for the following unit price(s)

BASE BID					
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization, Project Administration, and Demobilization	LS	1		
2	Temporary Conveyance of Sewage	LS	1		
3	Traffic Control	LS	1		
4	Clearing and Grubbing	LS	1		
5	Topsoil Stripping and Stockpiling	LS	1		
6	Sanitary Manhole Removal	EA	3		
7	Sanitary Manhole Abandonment	EA	6		
8	Storm Culvert Removal and Replacement	LS	1		
9	Utility Locating	LS	1		
10	Erosion Control	LS	1		
11	Asphalt Pavement and Shoulder Removal	LS	1		
12	Asphalt Pavement and Shoulder	LS	1		
13	Aggregate Shoulder Removal	LS	1		
14	Aggregate Shoulder Replacement	LS	1		
15	M4.12 Curb & Gutter and Curb & Gutter Outlets	LF	205		
16	Concrete Sidewalk	SF	1,065		
17	Guardrail	LF	110		
18	Lift Station Site Grading, including Compensatory Storage	LS	1		
19	Site Restoration, Topsoil, and Seeding	LS	1		
20	Sanitary Sewer Manhole, 4' Diameter	EA	7		
21	Sanitary Sewer Manhole, 5' Diameter	EA	1		
22	Sanitary Sewer Manhole, 6' Diameter	EA	2		
23	Sanitary Sewer Service Reconnections	EA	4		
24	6" PVC Gravity Sewer, Open Cut Installation	LF	10		
25	8" PVC Gravity Sewer, Open Cut Installation	LF	20		
26	10" PVC Gravity Sewer, Open Cut Installation	LF	185		
27	12" PVC Gravity Sewer, Open Cut Installation	LF	180		
28	16" PVC Gravity Sewer, Open Cut Installation	LF	988		
29	24" PVC Gravity Sewer, Open Cut Installation	LF	40		
30	16" PVC Gravity Sewer, Trenchless Installation	LF	494		
31	10" PVC Forcemain, Open Cut Installation	LF	185		
32	12" PVC Forcemain, Open Cut Installation	LF	190		
33	Lift Station	LS	1		
34	Lift Station Removal	LS	1		
35	Owner Directed Allowance	LS	1	\$ 300,000	\$ 300,000
	Total Bid Amount (Line Items 1 through 35)				

SUPPLEMENTAL UNIT PRICING					
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
A	Class D Pavement Patch (2" Surface / 4" Binder)	SY	100		
B	Aggregate Shoulder, 8", CA-6	SY	50		
C	Potholing for Existing Utilities	EA	1		
D	Topsoil, Seed, Fertilizer and Erosion Control Blanket Installation	SY	700		
E	Non-Special Waste Disposal	CY	100		

**NOTES APPLICABLE TO BID FORM AND CONTRACT**

Note 1) TO BE CONSIDERED RESPONSIVE, BIDDER MUST SUPPLY PRICING INFORMATION FOR EVERY BID ITEM (1 TO 35) AND SUPPLEMENTAL UNIT PRICING ITEMS (A TO E)

Note 2) LAKE COUNTY HAS A RESPONSIBLE BIDDERS ORDINANCE AND TO QUALIFY AS A RESPONSIVE BIDDER, BIDDERS AND ALL SUBCONTRACTORS MUST PARTICIPATE IN AN ACTIVE APPRENTICESHIP AND TRAINING PROGRAMS APPROVED AND REGISTERED WITH THE US DEPARTMENT OF LABOR'S OFFICE OF APPRENTICESHIP FOR EACH OF THE TRADES OF WORK CONTEMPLATED UNDER THE AWARDED CONTRACT.

Note 3) THE OWNER RESERVES THE RIGHT TO REMOVE ANY BID ITEM FROM THE CONTRACT AWARD FOLLOWING DETERMINATION OF THE LOW BIDDER BASED UPON THE SUM OF ALL BID ITEMS.

Note 4) MATERIAL TESTING IS NOT A BID ITEM BUT SHALL BE INCLUDED AS INCIDENTAL TO VARIOUS BID ITEMS AS NOTED IN THE SPECIFICATIONS.

TOTAL BASE BID AMOUNT FOR THE DETERMINATION OF THE LOWEST BASE BID

(written) \_\_\_\_\_

(\$ \_\_\_\_\_ (figures))

5) Bidder agrees that the work will be substantially completed and ready for final payment in accordance with Paragraph 15.06B1 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the times specified in the Agreement.

7) The following document is attached and made a condition of this Bid:

Required Bid Security in the form of \_\_\_\_\_  
(Certified Check or Bid Bond)

in the amount of \_\_\_\_\_  
(Dollars or Percent)

8) Communications concerning this Bid shall be addressed to the Bidder as indicated below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

9) The terms used in this Bid are defined in the General Conditions of the Construction Contract or the Instructions to Bidders. I hereby certify that as Bidder I/we have examined and carefully prepared this Bid from the Bidding Documents and have checked the Bidding Documents in detail before submitting this Bid, and that all statements herein are made on behalf of:

**An Individual:** By (Written) \_\_\_\_\_  
(Typed) (Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership:** By \_\_\_\_\_ (Firm Name)

By (Written) \_\_\_\_\_

(Typed) (General Partner)

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

*A Corporation:* By \_\_\_\_\_ (Corporation Name)  
\_\_\_\_\_ (State of Incorporation)

By (Written) \_\_\_\_\_  
(Typed) \_\_\_\_\_ (Name of Person Authorized to Sign)  
(Title) \_\_\_\_\_ (Corporate Seal)

Attest (Written) \_\_\_\_\_  
(Typed) \_\_\_\_\_ (Secretary)

Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_

*A Joint Venture:* By (Written) \_\_\_\_\_  
(Typed) (Name)  
\_\_\_\_\_  
(Address)

By (Written) \_\_\_\_\_  
(Typed) (Name)  
\_\_\_\_\_  
(Address)

Phone number and address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

Sworn and subscribed to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

\_\_\_\_\_  
Notary or other officer authorized to administer oaths

My commission expires: \_\_\_\_\_

Bidders shall not add any conditions or qualifying statements to this Bid as otherwise the Bid may be declared irregular as being not responsive to the advertisement. BIDDERS SHALL USE THIS BID FORM IN SUBMITTING THEIR BIDS.



Purchasing Division  
18 North County Street - 9th Floor  
Waukegan, Illinois 60085-4350  
Phone 847-377-2929

### CONTRACTOR QUALIFICATION FORM

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

If you have submitted one of these forms within the last twelve (12) calendar months, complete Pages 1 and 4 only. Review Pages 2 and 3 and make any changes or corrections from your previous submittal.

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

Contractor Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

2. In accordance with the Responsible Bidders Ordinance, please provide the following information for Proposed Major Subcontractors for this Project:

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

3. Business Organization:

\_\_\_ Sole Proprietor: An individual. whose signature is a fixed to this bid.

\_\_\_ Partnership: State full names, titles and addresses of all responsible principals and/or partners:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ Corporation: State of incorporation: \_\_\_\_\_

How long in present business: \_\_\_\_\_

4. Number of personnel in organization: Administrative \_\_\_\_\_

Engineering \_\_\_\_\_ Office \_\_\_\_\_

Shop \_\_\_\_\_ Field \_\_\_\_\_

5. Bank Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

6. Bonding Company: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

7. Insurance Company: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

8. Trade References (List Four):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

9. A. Have you within the last five years failed to complete a contract?  
 \_\_\_ Yes \_\_\_ No
- B. 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.
- C. List all claims that have been filed by or against your firm due to construction contracts in the last five years, including arbitration:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. Financial Statement:

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

Date of Latest Balance Sheet: \_\_\_\_\_

Accounting Firm: \_\_\_\_\_  
 (Lake County reserves the right to request a copy of financial statement.)

11. Major Contracts Completed During Last Five Years:

<u>Year</u>	<u>Name of Project</u>	<u>Architect/Engineer</u>	<u>Contract Amount</u>
-------------	------------------------	---------------------------	------------------------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Average Annual Billing for Last Five Years: \$ \_\_\_\_\_

13. Total Work in Progress and Under Contract: \$ \_\_\_\_\_

14. List All Major Work Under Contract:

<u>% Completed</u>	<u>Name of Project</u>	<u>Architect/Engineer</u>	<u>Contract Amount</u>
--------------------	------------------------	---------------------------	------------------------


15. Indicate if your firm is signatory to a union: \_\_\_\_\_

16. List Minority and Women Owned Sub-Contractor's Participation in this project:

<u>Name of Contractor/Supplier</u>	<u>Work to be Performed</u>	<u>\$ Amount</u>	<u>Indicate MBE, WBE, SBE, DBE</u>
------------------------------------	-----------------------------	------------------	------------------------------------


17. List the name and construction experience of the proposed superintendent(s) for this project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name of Organization: \_\_\_\_\_

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

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

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

# VENDOR DISCLOSURE STATEMENT

<b>Vendor Name:</b>			
<b>Address:</b>			
<b>Contact Person:</b>		<b>Phone #:</b>	
<b>Bid/RFP/SOI/Contract/Renewal:</b>			

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

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

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

### FAMILIAL RELATIONSHIPS

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

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

### CAMPAIGN CONTRIBUTIONS

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

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at [www.lakecountyil.gov](http://www.lakecountyil.gov). The full text of the County's Ethics and Procurement policies and ordinances are available at [www.lakecountyil.gov](http://www.lakecountyil.gov).

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

<b>Authorized Signature:</b>		<b>Title:</b>	
<b>Printed Name:</b>		<b>Date:</b>	

**Vendors: Check this box when indicating exception. Then provide a brief narrative for exception below.**



# RESPONSIBLE BIDDER AFFIDAVIT

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

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

**That the bidder hereby certifies: [check all that apply]**

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

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

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

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

\_\_\_\_\_ all bidders must provide three (3) projects as detailed on the Invitation for Bid reference form.

\_\_\_\_\_ disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project prior to the subcontractor commencing work on the project.

\_\_\_\_\_ the bidder must participate in active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship for each of the trades of work contemplated under the awarded contract. **The bidder shall submit copies of apprenticeship certificates with the bid submission.**

\_\_\_\_\_ all bidder's sub-contractors must participate in active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship for each of the trades of work contemplated under the awarded contract. **The bidder shall submit copies of apprenticeship certificates with the bid submission.**

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

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

Authorized Signature:		Title:	
Printed Name:		Date:	



# VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:			
Vendor Name:			
Address:			
Primary Contact Name:			
Primary Contact Email Address:			
Primary Contact Phone Number:			
Project Manager Name:			
Project Manager Email Address:			
Project Manager Phone Number:			
# Years in Business:		Number of Employees:	
Annual Sales:	\$	Dunn & Bradstreet #:	
<b>Vendor Certification Statement: Please identify all 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 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:	Date:
Printed Name:	Title:

# Vendor Certification Definitions

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

**REFERENCES**

List below other similar size clients for whom you have provided similar services. Please include the email address for each reference.

Agency Name:
Mailing Address:
Contact Person/Title:
Phone Number:
Email:
Dates of Service:
Project/Service Provided:
Number of Employees:

Agency Name:
Mailing Address:
Contact Person/Title:
Phone Number:
Email:
Dates of Service:
Project/Service Provided:
Number of Employees:

Agency Name:
Mailing Address:
Contact Person/Title:
Phone Number:
Email:
Dates of Service:
Project/Service Provided:
Number of Employees:

Agency Name:
Mailing Address:
Contact Person/Title:
Phone Number:
Email:
Dates of Service:
Project/Service Provided:
Number of Employees:

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

---

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

---

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## AGREEMENT

**THIS AGREEMENT** is by and between  Lake County Department of Public Works

(hereinafter called OWNER) and \_\_\_\_\_  
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of sanitary sewer systems, including gravity sanitary sewer piping and manholes, sanitary sewer forcemain piping, and a sanitary sewer lift station, including associated equipment, piping, structural elements, electrical work, and instrumentation and control work. The project is located along Saunders Road from West Course Drive to Duffy Lane in Lake County, Illinois. The total project length is approximately 1,800 LF. The work includes approximately 1,500 LF of 16-inch diameter gravity sanitary sewer piping to be installed by horizontal directional drilling. Also included in the work is site erosion control, tree and brush removal, traffic control, and site restoration. Work will occur in Lake County Division of Transportation and Village of Riverwoods rights-of-way.

### ARTICLE 2 – THE PROJECT

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

Project Name: **Saunders Road Sanitary Sewer and Lift Station Improvements**

### ARTICLE 3 – ENGINEER

3.01 The ENGINEER for this project is Lake County Department of Public Works. The Engineer's Consultant shall be any licensed professional architect or engineer, or working under the supervision of a licensed professional architect or engineer, who has been designated as the Engineer's Consultant.

### ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and payment.

- A. The Work will be substantially completed within 365 (two-hundred ten) calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 395 (two-hundred forty) calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial consequences if the Project is not completed within the time specified in Paragraph 4.02.A. above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss (including special, indirect, consequential, incidental and any other losses or damages) suffered by OWNER if the Project is not completed on time. Accordingly, instead of requiring any such proof of losses or damages, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$500 (five hundred dollars) for each calendar day that expires after the time specified in Paragraph 4.02.A for Substantial Completion until the Work is Substantially Complete. After Substantial Completion if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 (five hundred dollars) for each calendar day that expires after the time specified above for completion and readiness for final payment. CONTRACTOR shall pay OWNER \$500 (five hundred dollars) for each calendar day that expires after the milestone time until the work associated with the milestone reaches substantial completion as specified in Section 01 11 00 1.03 E.
- B. Permitting CONTRACTOR or Surety to continue and finish the Work or any part of the Work after the times specified for completion, or after the date to which the times for completion may have been extended, shall in no way operate as a waiver on the part of OWNER of its rights under the Contract.

ARTICLE 5 – CONTRACT PRICE

- 5.1 OWNER shall pay CONTRACTOR for the completion of the Work in accordance with the Contract Documents in current funds as shown in the Unit Price Schedule and any Supplementary Price Schedules as completed in the Bid Form, hereto attached as Exhibit "A" as accepted by OWNER, in the amount of \$\_\_\_\_\_.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments:

6.2 OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER each month during construction as provided below. All progress payments will be on the basis of the progress of Work measured by the schedule of values established in Paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Retainage:

6.2.1 After each Application for Payment has been found acceptable by OWNER, OWNER will pay 90% of the estimated value less any previous payments to CONTRACTOR until the Project is 50% complete. At 50% completion, further progress payments will be made in full to CONTRACTOR and no additional amounts will be retained unless ENGINEER determines that the character and progress of the Work is not proceeding satisfactorily. Amounts previously retained shall not be paid to CONTRACTOR. At 50% completion or any time thereafter when the character and progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed.

6.2.2 Upon Substantial Completion of the Work, the amount retained may be reduced. When the Work has been Substantially Completed, except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of OWNER are valid reasons for non-completion, OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

Final Payment:

6.3 Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

## ARTICLE 7 – PAYMENTS

7.1 Payments shall be made in accordance with the Local Government Prompt Payment Act.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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.

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.

CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any 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.

CONTRACTOR is aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

CONTRACTOR certifies that CONTRACTOR was not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

## ARTICLE 9 – CONTRACT DOCUMENTS

9.1 The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

1. This Agreement.
2. Performance Bond
3. Payment Bond.
4. Standard General Conditions of the Construction Contract (EJCDC 2013)
5. Notice to Proceed, not attached hereto.
6. Supplementary Conditions.
7. Current Wage Rates on file with the State of Illinois specific to the County where the work will be performed.
8. Specifications bearing the title “Construction Technical Specifications”, Saunders Road Sanitary Sewer and Lift Station Improvements, Bid # 26142, Project Number PW#2020.130 for the Lake County Department of Public Works, Lake County, Illinois and consisting of 742 pages.
9. Drawings consisting of a cover sheet and sheets numbered 2 through 74, inclusive, with each sheet bearing the following general title: Lake County Department of Public Works Saunders Road Sanitary Sewer and Lift Station Improvements.
10. All Addendum inclusive.
11. Contractor’s Bid
12. Exhibits to this Agreement (enumerated as follows):
  - a. N/A
13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed
  - b. Written Amendments
  - c. Work Change Directives
  - d. Change Orders

9.2 The documents listed in Paragraphs 9.1 et seq. above are attached to this Agreement (except as expressly noted otherwise above.). There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 11.01 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

Terms used in this Agreement will have the meanings indicated in the General Conditions.

#### 10.02 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.

#### 10.03 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.

#### 10.04 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.

#### 10.05 Other Provisions

In the event of CONTRACTOR's and/or vendor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the CONTRACTOR and/or vendor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, CONTRACTOR and/or vendor agree as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of the contract or other legally available remedies.

2. That, if it hires additional employees in order to perform this Contract, or any portion thereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age marital status, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the CONTRACTOR's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with CONTRACTOR in its efforts to comply with such Act and Rules and Regulations, CONTRACTOR will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. That it will abide by "The Veterans Preference Act, 330 ILCS 55/1" which in part 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..." and 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."
8. That it will include verbatim or by reference the provisions of Paragraphs 1 through 8 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor; and that it will

also include the provisions of Paragraphs 1,5,6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, CONTRACTOR will be liable for such compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event that any Subcontractor fails or refuses to comply therewith. In addition, no CONTRACTOR will utilize any Subcontractor declared by the Commission to be non-responsible and therefore ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Document have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_\_, (which is the effective Date of the Agreement).

Attest: \_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Signature)

Address for giving notices: \_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

CONTRACTOR's License No. \_\_\_\_\_  
(If required by state or municipal law)

Attest: \_\_\_\_\_  
Lake County, IL  
(OWNER)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Signature)

Address for giving notices: \_\_\_\_\_  
Yvette Albarran  
Purchasing Agent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(If OWNER is a public body, attach evidence of authority to sign and

resolution or other documents authorizing  
execution of Agreement.)

## PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

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

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

---

EJCDC® C-610, Performance Bond

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and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract,

arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced

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EJCDC® C-610, Performance Bond

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or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after

all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**PAYMENT BOND**

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location):*

**BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
  12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
  14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
  15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
    1. The name of the Claimant;
    2. The name of the person for whom the labor was done, or materials or equipment furnished;
    3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    4. A brief description of the labor, materials, or equipment furnished;
    5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
  8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows: