



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

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid # 23021 – Regional Operations and Communications (ROC) Facility - General Contractor Services.

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: Bid # 23021
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your bid submittal
  - a. Click on the browse button
  - b. Navigate your computer and select the appropriate file
    - i. Multiple files can be uploaded, each file can be no more than 20 MB
    - ii. Files can also be uploaded as a .zip file
  - c. Click on save submittals
  - d. Close the browser

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

1. Go to [www.lakecountypurchasingportal.com](http://www.lakecountypurchasingportal.com)
2. Click on the "Under Review" tab
3. Click on the Bid Number: Bid # 23021
4. Click on the "Events" tab
5. Join the Zoom Meeting by clicking on the meeting link
  - a. Please plan on joining the meeting at least 5 minutes early and mute your microphone.

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

Bid Number: 23021	Vendor Name: _____
Buyer: Yvette Albarran	
Bid Description: Regional Operations & Communications Facility (ROC) – General Contractor Services	Deliver to: Lake County <b>ATTN: PURCHASING DIVISION</b> 18 N. County Street – 9 <sup>th</sup> Floor Waukegan, IL 60085
*Bid Due Date: March 9, 2023, 11:00 a.m. local time.	

\*Please note: Responses are due at March 9, 2023 at 11:00 a.m. local time. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) to receive confirmation that we have successfully received your submissions. Deadline for questions is March 2, 2023 at 12:00 p.m. local time.



## SUBMISSION INFORMATION

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

E-Mail: [purchasing@lakecountylil.gov](mailto:purchasing@lakecountylil.gov)

INVITATION: 23021  
BID OPENING DATE: March 9, 2023  
TIME: 11:00 a.m. local time  
LOCATION: Lake County Purchasing  
Submit 1 electronic copy

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

ISSUANCE DATE: February 6, 2023  
BUYER: Yvette Albarran

## INVITATION TO BID VENDOR INFORMATION

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_

## REGIONAL OPERATIONS & COMMUNICATIONS (ROC) FACILITY – GENERAL CONTRACTOR SERVICES

Item	Description of Item	Quantity	Unit Price	Total
1.	Comprehensive Construction Services	1	\$	\$
2.	Owner Directed Allowance	1	\$1,500,000	\$
	<b>Total Base Bid Amount</b> Total Base Bid Amount: (Base Bid Items:1+2) : The Total Base Bid Price above includes payment and performance bonds, supply bonds, and insurance per the requirements identified in the Invitation to Bid and is equal to the sum of the Base Price plus the sum of all Owner Directed Allowances defined in the Scope of Work. The Total Base Bid Amount does not include alternates. Acceptance of alternates will result in an adjustment to the total base price bid by the amount listed in the alternate only			

## REGIONAL OPERATIONS & COMMUNICATIONS FACILITY – ALTERNATE BID ITEMS & UNIT PRICES

REQUESTED BASE BID PRICE ALTERNATES, UNIT PRICES, AND ALLOWANCES  
(Acceptance of any alternates/credits may result in modification of Total Base Bid Price)

### ALTERNATES/CREDITS AS DEFINED IN SPEC SECTION 00-41-00

Alternates	Description	Proposed \$
1.	DEDUCT: Reduce UPS System Run time	\$
2.	ADD: Additional Audio/Visual Display Locations	\$
3.	ADD: Provide Metal Standing Seam and EPDM Roof in lieu of PVC	\$
4.	DECUCT: Remove Loading Dock	\$
5.	DEDUCT: Reduce Walking Paths	\$
6.	ADD: Add Sound Masking System	\$
7.	ADD: Provision for Additional Site Trailer for County Use	\$
8.	ADD: Itemized Costs for A/V Network Resiliency	\$
9.	ADD: Provide as-built documentation to Lake County Corresponding to BIM Level 400	\$

### UNIT PRICES AS DEFINED IN SPEC SECTION 00-41-00

	Description	Unit Price	\$/Unit
1.	Pre-mixed glycol/DI Solution		gallon
2	Removal and Disposal of Unsuitable Materials		CY

	<b>Description</b>	<b>Unit Price</b>	<b>\$/Unit</b>
3.	Aggregate Subgrade Improvement		CY
4.	Preparation of Base		SY
5.	Geotechnical Fabric for Ground Stabilization		SY
6.	Combination Concrete Curb & Gutter, Type B-6.12		LF
7.	Portland Cement Concrete Sidewalk, 5 inch		SF
8.	Ribbon Curb		SF
9.	Pavers		LF
10.	Audio Visual Extended Warranty		Years 2-6
11.	Provide an hourly rate for senior technician time as identified in 25.15.11.02		HR
12.	Typical plenum rated CAT 6 IP drop run from server room to a TBD location. Terminate into patch panel and provide R56 end module, assume 150' length and conduit provided by others.		Each

**A PREBID MEETING WILL BE HELD AT THE LAKE COUNTY CENTRAL PERMIT FACILITY 2<sup>ND</sup> FLOOR LARGE CONFERENCE ROOM ON MONDAY FEBRUARY 13, 2023, AT 9:00 A.M.**

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

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

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

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

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

Typed/Printed Name: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**1. BACKGROUND & INTENT**

**Design:** The Lake County Sheriff's Office operates a nine position 911 dispatch center out of an old structure on the east side of Lake County's Libertyville Campus. Lake County Emergency Management Agency (EMA) operates out of the same facility. The current building has aged beyond its useful life and construction of a replacement facility on the west side of the campus has been anticipated for some time. In 2018, Lake County, along with 20 local emergency dispatch partners, entered an agreement to explore consolidation of their respective 911 footprints. This consortium included: 911 centers, Emergency Telephone System Boards (ETSB's), Public Safety Answering Points (PSAP's), fire departments, and police departments. The group's charter included a broad set of goals aimed at improving reliability, efficiency, and transparency. Intergovernmental agreements (IGA's), joint purchasing agreements (JPA's), and consolidation concepts were developed in pursuit of these goals. Through continued collaboration, construction of a single, multi-agency emergency dispatch center emerged as a viable solution. In October of 2021 Lake County contracted design services for a new regional 911 Dispatch agency, the Lake County Emergency Management Agency (EMA), and the Lake County Emergency Telephone System Board.

Across the next year the Design Team, Lake County, and Partner Agencies developed plans for the construction of a 37,500 square foot facility in the northwest quadrant of the Libertyville Campus. This new facility will be "hardened" and designed with redundant infrastructure and building systems, as is industry best practice for facilities of the typology. This all-electric building will be Net Zero for energy, LEED Gold certified, and include extensive site improvements such as: in-ground geothermal wells, photovoltaic arrays, and passive security improvements. Extensive technology will be required to tie this facility into the partner agencies' remote distribution network. Lake County is now soliciting contractors, vendors, consultants, and agencies for the development of this facility through the public procurement process.

**Construction:** The BIDDER will be responsible for the physical construction of the ROC and is responsible for all building and site construction as defined within the drawings and specifications. Due to encompassing nature of the general contractor's work, this bidder shall also provide site management and construction coordination for other awarded contracts. PLEASE NOTE: BIDDER will not be assigned a contract with these contractors. Of particular note is the SOLAR ARRAY CONSTRUCTION BID and RADIO TOWER CONSTRUCTION BID, both of which are being solicited separately but are integral to the overall activation of this facility. The BIDDER will be required to coordinate and work with these as well as other Owner provided contractors. Numerous supplemental drawings and exhibits have also been included within this solicitation to ensure the BIDDER has awareness of supplemental: design, construction, commissioning, and integration services that they will need to interface with, coordinate with, and facilitate to successfully deliver this project.

Bidder shall provide turnkey construction services to completely and professionally deliver the ROC Facility in compliance with all project plans and specifications. All labor, equipment, material, security, temporary accommodations, project management, office support, record documentation, compliance testing, commissioning, and closeout shall be included. The Bidder shall note that Lake County has already engaged multiple permitting and authorities having jurisdiction on this project's behalf. (Ex: Libertyville, State Fire Marshall, US EPA, etc...) the awarded Bidder will be responsible to complete the permitting process, including filing of any paperwork or attending any coordination meetings in order to facilitate final approvals. The County shall provide a direct reimbursement to the Contractor for permit costs (ONLY), all registration, licensing, deposits, bonds, etc... as required to conduct work shall be fully and completely accommodated within Bidders "BID PRICE". Bidder should note that construction of this project is occurring on an active government campus. Bidder shall at all times be "a good neighbor" to County functions occurring on-campus. Care shall be taken to: clean roads, limit debris, and coordinate delivery times and "off-site" improvements with Lake County Project Management. Bidder shall also coordinate w/ County's utility providers including: ComEd, Village of Libertyville, ComCast, AT&T, and others.

**BIDDER shall comply with substantial completion and delivery of this facility no later than December 31<sup>st</sup>, 2024.**

**Administration:** Bidder shall note that funding for this project has been derived from numerous sources including: bonds, grants, awards. Bidder shall work closely with Lake County to provide invoices, receipts, certified payrolls, labor hour classifications, and all backup as required to allow for compliance with designated funding sources. Lake County reserves

the right to issue multiple PO's to the bidder up to a grand total of the bid award amount in order to streamline reporting and tracking requirements. Bidder shall also note front end specifications 01 30 00 which identify a requirement to provide Lake County, its Design Team, Consultants, and other contractors, access to a construction management software package for use in the administration of this project. Contractor shall provide complete record documents to the County in a non-proprietary electronic format as part of the project closeout. Bidder shall also be advised they have certain responsibilities relative to the development of a working BIM Model that will be developed and utilized during construction and provide the completed model back to Lake County upon completion of the project. Lastly the Bidder will be required to include installation and broadcast access of an onsite video camera for utilization by Lake County in PR/Media updates on this project's development.

## **2. SUBMISSION OF BIDS**

Bids will be accepted until March 9, 2023, at 11:00 a.m., via the Lake County Purchasing Portal.

## **3. SUBMITTALS: BID QUALIFICATION FORMS & Project EXHIBITS**

Please find below list of submittals and exhibits associated with this solicitation. A responsive bidder is defined as a person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids. Additional exhibits are provided to give clarity on coordination required between parties.

<b>Bid Qualification Forms &amp; Project Exhibits</b>		
<b><u>Identification</u></b>	<b><u>Type</u></b>	<b><u>Title</u></b>
N/A - In Solicitation	Required Bid Submittal Contractual	Electronic copy of the original "Invitation to Bid" including signed form with Total Bid Amount.
N/A - In Solicitation	Required Bid Submittal	Contractor Qualification Form.
N/A - In Solicitation	Required Bid Submittal	Reference Form.
N/A - In Solicitation	Required Bid Submittal	Value Added Services (contractor need not identify a value)
N/A - In Solicitation	Required Bid Submittal	Statement of Sustainability.
N/A - In Solicitation	Required Bid Submittal	Addendum Acknowledgement Form.
N/A - In Solicitation	Required Bid Submittal	Vendor Disclosure Form.
N/A - In Solicitation	Required Bid Submittal	Vendor Certification Form.
N/A - In Solicitation	Required Bid Submittal	Responsible Bidder Affidavit.
1	Required Bid Submittal	Cost Designation Zones
2	Required Bid Submittal	Contractor's Preliminary Schedule
3	Required Bid Submittal	Assignment of Permit Responsibilities
A	Contractual	Regional Operations and Communications (ROC) Facility Issued For Bid (IFB) drawings by Wold Architects dated 12/30/22
B	Contractual	ROC IFB Project Manual 1 by Wold Architects dated 12/30/22
C	Contractual	ROC IFB Project Manual 2 by Wold Architects dated 12/30/22
D	Contractual	ROC IFB Project Manual 3 by Wold Architects dated 12/30/22
E	Contractual	AIA 201 Exhibit
F	Financial Coordination	American Rescue Plan Act Grant
G	Financial Coordination	Lake County FEMA Grant Agreement
<b><u>Identification</u></b>	<b><u>Type</u></b>	<b><u>Title</u></b>
H	Financial Coordination	Illinois Clean Energy Communities Foundation Grant Agreement

**1. BACKGROUND**

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

**2. RESERVED RIGHTS**

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

**3. AWARD**

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

**4. ENTIRE AGREEMENT**

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

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

**5. INTERPRETATION**

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

**6. BID PRICE**

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

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

**7. TERMINATION**

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

a. **Termination for Convenience:**

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

b. **Termination Due to Material Breach:**

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

c. **Termination Due to Lack of Appropriations:**

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

## **8. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail in the Contract Documents: (1) Drawings and Specifications; (2) the Award Letter; (3) the Terms and Conditions set forth in the Bid document (General, Special, and other Conditions); (4) the AIA 201 General Conditions (as modified by Owner) attached as an exhibit to the Bid document; (5) Addenda issued prior to Award and Modifications issued after Award; and (5) Awarded Bidder's response to bid (but not including any modification and/or exceptions taken by the awarded bidder which were not accepted in writing by Lake County).

## **9. INVOICES AND PAYMENT**

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

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

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

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

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

Invoices shall follow LC Project Management's Protocol for Internal Review and Approval by designer of record. Monthly pencil draws shall be submitted no later than the 15<sup>th</sup> of each month for approval by the design team. After approval for the billing amount Contractor shall formally submit an invoice along with all associated backup (including but not limited to) AIA billing and sworn statement documents, project billing summary sheet, invoices, primary waiver, subcontractor trailing waivers, receipt of IDOL certified payroll submissions, certified payroll hour designation spreadsheet, certificates

of insurance for any pre-approved stored materials, and any additional documentation required by the design team and/or County.

## **10. UNBALANCED BIDDING**

Bidders shall not submit a bid which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items are substantially out of line with the current market price for the materials and/or work covered hereby. The County reserves the right not to award any items or to negotiate unit prices that appear excessive or unbalanced.

## **11. INDEMNIFICATION**

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

## **12. CONFIDENTIALITY**

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

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

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

## **13. ASSIGNMENT**

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

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

#### **14. ADDENDA**

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

#### **15. ADDITIONAL INFORMATION**

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

#### **16. NON-ENFORCEMENT BY THE COUNTY**

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

#### **17. CHANGE IN STATUS**

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

#### **18. REPORTING REQUIREMENTS**

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

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

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

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

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

#### **19. DEBARMENT AND SUSPENSION WITH LAKE COUNTY**

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

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

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

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

#### **20. NON-DISCRIMINATION**

During the term of this agreement, Bidder agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

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

- 1. Debarment and Suspension.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Licenser's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

- 2. Access to Records.** Contractor agrees to provide Lake County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Licenser which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

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

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

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

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

**6. Clean Air Act (42 U.S.C. 7401-7671q.) , as amended.** Contractors who apply or bid for an award of \$150,000 or more shall comply with the following provisions:

*i. Clean Air Act*

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

**7. Procurement of Recovered Materials.** In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule.
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the LCHD and understands and agrees that the LCHD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

### **13. Domestic Preference for Procurements**

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

- a) For purposes of this section:

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

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

### **14. Minority and Women Business Enterprises.**

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

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

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

### **15. Prohibition on Certain Telecommunications**

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

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

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

financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract.<sup>16</sup>

**17. Publications**

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

**18. Increasing Seat Belt Use in the United States.**

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

**19. Reducing Text Messaging While Driving.**

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

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

**Commercial General Liability Insurance**

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

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

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

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

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

**Automobile Liability Insurance**

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

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

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

**Excess/ Umbrella Liability**

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage:

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

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

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

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

**Employers Liability**

- Each Accident \$1,000,000
- Disease-Policy Limit \$1,000,000
- Disease-Each Employee \$1,000,000

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

**Contractor's Pollution Liability**

The Contractor's pollution liability insurance, in connection with an agreement, shall be written with limits of insurance not less than the following:  
\$ 1,000,000 per occurrence limit

#### Installation Floater / Builders Risk

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

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

#### Professional Liability – Errors and Omissions

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

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

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

#### Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

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

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

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

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

**Project Administration:**

**a. County's Representative**

Jonathan Joy, Project Manager  
Lake County Facility and Construction Services  
18 N. County St. 9<sup>th</sup> floor  
Waukegan, IL 60085-4350  
Phone: 847-377-2457  
E-Mail: [jjoy@lakecountyil.gov](mailto:jjoy@lakecountyil.gov)

**b. Contracting Authority**

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

**c. Technical Authority (Architect of Record)**

Matt Bickel Partner  
Wold Architects & Engineers  
220 North Smith Street; Suite 310  
Palatine, IL 60067 Phone: 847-241-6100  
E-Mail: [mbickel@woldae.com](mailto:mbickel@woldae.com)

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

**Substantial Completion:**

The successful Contractor shall commence construction work as soon as possible following execution of the contract. Work shall be completed at the earliest possible time, but not later than **December 31<sup>st</sup>, 2024**. Should the contractor fail to achieve this milestone liquidated damages may be imposed by the County pursuant to the Liquidated Damage provision contained herein.

**Final Completion:**

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

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

**Contract Time:**

Any claim by the Contractor for time lost in the performance of the Work caused by acts or neglect by the County or any of its representatives or because of any injunction which may be brought against the County or its representatives shall be fully compensated for by an extension of time in an amount equal to the time lost due to such delay, and such time extension shall be the Contractor' sole and exclusive remedy for such delay.

**Bid Security:**

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

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

#### **Schedules:**

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

- **As part of the bid submittal the Bidder shall furnish a conceptual schedule as articulated in EXHIBIT B for the performance of the contract,**
- Within ten (10) calendar days after award of the contract, Certificates of Insurance and policy endorsements to comply with specified insurance requirements contained herein.
- Within ten (10) calendar days after award of the contract, payment and performance bonds in accordance with the requirements contained herein.
- **Within 10 days after award of contract,**
- BIDDER shall provide an updated schedule including number of workers/crews assigned, hours, and delivery dates from material suppliers;
- The contractor shall provide, for the construction phase, a schedule of all subcontractors and suppliers, together with their addresses and telephone numbers [Note: Major subcontractors must be those specified in Paragraph 2 of the "Contractor Qualification Form" submitted with the Bid].

#### **Site Inspection:**

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

#### **Labor Statutes, Records and Rates:**

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

"Labor Statutes, Records and Rates"

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

#### **Owner's Right to Do Work:**

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

#### **Prevailing Wage Act:**

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

#### **Compliance with the Specifications:**

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

**Warranty:**

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

**Force Majeure:**

(a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the “**Nonperforming Party**”) will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, and (2) the Nonperforming Party’s inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event.

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

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

**Liquidated Damages:**

The Contract provides time within which Work or portions thereof shall be completed and pursuant to this provision provides for payment of agreed liquidated damages to the County for every day thereafter during which Work remains uncompleted.

Execution of the Contract by the Contractor shall constitute acknowledgment by Contractor that Contractor understands, has ascertained and agrees that the County will actually sustain damages in the amount fixed in the Contract for each and every calendar day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time as have been allowed pursuant to the provisions hereof. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the project, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by the County for inconvenience, operational expenses and increased project administration expenses, including extra inspection, construction management and architectural and engineering expenses, related to this Contract because Contractor failed to perform and complete Work within time fixed for completion or extension of time as have been allowed pursuant to the provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages arising from defective work, or cost of completion of the contract but shall be the County’s sole and exclusive remedy for Contractor caused delay.

Should Contractor fall behind the approved Work Schedule, the County reserves the right to deduct liquidated damages based on estimated period of late completion. The County need not wait until Contract completion to withhold liquidated damages for Contractor’s progress payments.

Should money due or to become due to Contractor be insufficient to cover agreed liquidated damages, the Contractor forthwith shall pay remainder to the County.

Time is of the essence.

If the Contractor fails to reach Substantial Completion of the entire project within the time specified in the contract, the Contractor shall pay liquidated damages to the County in the amount of \$1,800 for each calendar day of delay until the Work is Substantially Completed.

**Use of Site:**

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

Any major Work requiring shutdowns or disruptions of operations must be scheduled at least forty-eight (48) hours in advance. The County shall be given forty-eight hours advance notice of disruptions in power, which must be scheduled during other hours/days and must have prior permission from the County.

**Cleaning Up:**

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

**Security:**

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

**Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017.

**Change Orders:**

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

**Delays and Extensions of Time:**

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

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

**Taxes:**

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

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

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

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

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

**Progress Payments:**

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

**Final Completion:**

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

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

**Governing law; venue:**

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

**Contract Performance and Payment Bonds:**

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

**Personnel and Staffing:**

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

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

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

The County shall be entitled to request the removal of individuals Working on this contract for any of the following grounds, provided that such request be in writing and shall specify the reasons for Lake County's dissatisfaction: (i) unsatisfactory performance that causes negative operational impact at Lake County or causes Lake County to commit additional resources to avoid operational impact; (ii) dishonesty or belligerent conduct; (iii) lack of compatibility with Lake County staff; or (iv) violation of Lake County rules or polices. Upon such written request, Lake County and Bidder shall decide on a course of action to cure any such problems, provided that there shall be no cure opportunity required for problems involving categories (ii) or (iv) in the preceding sentence. In the event Bidder does not cure the problem within (7) days from the date of notice, Bidder shall remove such person and shall promptly provide a qualified replacement.

**Superintendent:**

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

**Job Meeting:**

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

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

**Safety:**

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

**Scaffolding:**

Scaffolding shall be furnished by the trades requiring scaffolding for the execution of their Work. All scaffolding shall comply with all local, state, OSHA and federal codes and the design, maintenance, erection, footings or base supports, and the use thereof shall be the responsibility of the contractor providing the scaffold.

Mixed use by trades mutually requiring scaffold shall be coordinated by the trades involved.

**Toxic Substances:**

The Contractor shall comply with the Illinois "Toxic Substances Disclosure to Employees Act" for any substance(s) produced, used or stored in any manner where Lake County employees may be exposed. At least forty-eight (48) hours prior to any potential exposure, the Contractor must furnish the Department of Human Resources, 18 North County Street,

Waukegan, Illinois 60085-4350 with "Material Safety Data Sheets" for any substance covered by this Act. The Department of Human Resources may require the Contractor to post signs or placards which identify the toxic substance(s) present. A complete copy of the Act is available from the Purchasing Department upon request. Refer questions concerning compliance with this Act to the Safety and Training Manager, Department of Human Resources, (847) 377-2700.

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

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

1.0 Equal Employment Opportunity:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Addendum Acknowledgement Bid # 23021

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

ADDENDUM #	SIGNATURE

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

Bid # 23021  
Bid Number: \_\_\_\_\_

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

Authorized Representative: \_\_\_\_\_

*Signature*

Authorized Representative: \_\_\_\_\_

*Print*

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

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

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

Submittals that do not acknowledge addendums may be rejected.

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

## **ROC FACILITY – GENERAL CONTRACTOR SERVICES CONTRACTOR QUALIFICATIONS**

## February 2023

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

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**# Years in Business:** \_\_\_\_\_

**Number of Employees:** \_\_\_\_\_

**Annual Sales: \$** \_\_\_\_\_

**Dunn & Bradstreet #:**

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

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

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

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

## QUALIFICATIONS OF A RESPONSIBLE BIDDER

**BIDDER shall comply with the following requirements:**

Business duration: Minimum 10 years in business.

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

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

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

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**2. List Proposed Major Subcontractors for this Project:**

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

**3. Bank Reference:**

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**Address:**

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**Contact:**

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**4. Bonding Company:**

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**Agency Name:**

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**Address:**

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**Contact:**

---

**5. Insurance Company:**

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**Agency Name:**

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

**Contact:** \_\_\_\_\_  
\_\_\_\_\_

**6. Trade References (list Four):**

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

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

**Contact:** \_\_\_\_\_  
\_\_\_\_\_

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

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

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

**Contact:** \_\_\_\_\_  
\_\_\_\_\_

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

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

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

**Contact:** \_\_\_\_\_  
\_\_\_\_\_

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

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

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

**Contact:** \_\_\_\_\_  
\_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

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

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

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

**Accounting Firm:** \_\_\_\_\_

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

**10. Major Contracts Completed During Last Five Years (NOTE: BIDDER MUST INCLUDE A MINIMUM OF 3 PROJECTS WITH DIRECT CONTRACT VALUE GREATER THAN OR EQUAL TO \$20,000,000 IN ORDER TO QUALIFY FOR THIS BID).** The Bidder shall infill the below table for the County's review. The Bidder is advised to highlight projects, references, and similar initiatives which illustrate their ability to manage similar value, complex, multi-faceted initiatives. References for the listed projects will be contacted.

Year	Name of Project	Owner	Contact Info.	Architect/Engineer	Contract Amount (\$)	Bidder's PM (Name)	Government Job (Y/N)

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

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

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

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

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

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

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

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

**ROC FACILITY – GENERAL CONTRACTOR SERVICES****REFERENCES****February 2023**

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

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

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Dates of Service \_\_\_\_\_

Project Description \_\_\_\_\_

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

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Dates of Service \_\_\_\_\_

Project Description \_\_\_\_\_

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

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Dates of Service \_\_\_\_\_

Project Description \_\_\_\_\_

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

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Dates of Service \_\_\_\_\_

Project Description \_\_\_\_\_

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

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Dates of Service \_\_\_\_\_

Project Description \_\_\_\_\_

Please include any value-added services your firm provides in your response: (NOTE: Added services will be viewed as a bid alternate but will not be utilized in the calculation of BASE BID Price. BIDDER need not identify a cost)


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

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

**INSTRUCTIONS**

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

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



# VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:	Bid # 23021		

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.lakecountylil.gov](http://www.lakecountylil.gov). The full text of the County's Ethics and Procurement policies and ordinances are available at [www.lakecountylil.gov](http://www.lakecountylil.gov). I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	
Printed Name:		Date:	

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

# VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:	Bid # 23021		
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:</b> Please identify all of the following that apply to the ownership of this firm. This information is collected for reporting purposes only and not vendor selection. Please include a copy of the certification. (Definitions are included on the second page of Vendor Certification Form).			
	Contractor certifies as a Minority – Business Enterprise (MBE)		
	Contractor certifies as a Women Business Enterprise (WBE)		
	Contractor certifies as a Veteran-Owned (VBE) Business Enterprise		
	Contractor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)		
	Contractor certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise		
	Contractor certifies as a Business Enterprise Program (BEP)		
	Contractor certifies as a Small Disadvantaged Businesses (SDB)		
	Contractor certifies as a Veteran-Owned Small Business (VOSB)		
	Local Business		
	None		
Other (Specify)			
Certification Number:			
Certified by (Agency):			

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

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 Signature, Title

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 Printed Name, Title

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 Date

# Vendor Certification Definitions

- **Minority-owned business (MBE)**

A business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

- **Woman-owned business (WBE)**

A business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.

- **Veteran-owned Business Enterprise (VBE)**

A small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans.

- Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
- Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

- **Persons with Disabilities Owned Business Enterprise (PDBE)**

A small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability.

- Disability or Disabled means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

- **Service-Disabled Veteran-owned Business Enterprise (SDVBE)**

A small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans.

- Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
- Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

- **BEP – Business Enterprise Program**

Business Enterprise Program (BEP) BEP assists businesses owned by minorities, women and people with disabilities gain access to the State of Illinois procurement process. BEP certification with the State of Illinois can also open the door to opportunities with other public and private entities which are looking for diverse suppliers.

- **Small Disadvantaged Businesses (SDB)**

A Small Disadvantaged Business (SDB) is a small business owned and controlled by socially and economically disadvantaged individuals as defined by Federal Acquisition Regulation (FAR) 19.001

- **Veteran-Owned Small Business (VOSB)**

A Veteran-Owned Small Business (VOSB) is a small business that is at least 51 percent owned by one or more veterans; or, if a publicly owned business, at least 51 percent of the stock is owned by one or more veterans. Also, one or more veterans control management and daily business operations of the firm.

- **Local business**

Lake County launched a Buy Local. Build Local. Work Local initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law.



# RESPONSIBLE BIDDER AFFIDAVIT

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

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

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

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

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

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

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

Authorized Signature:		Title:
Printed Name:		Date:

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