INVITATION FOR BID

BID DOCUMENTS AND SPECIFICATIONS

BID NUMBER #22028
Linden Avenue Sanitary Sewer Rehabilitation

PW#2021.004

FOR
LAKE COUNTY PUBLIC WORKS DEPARTMENT

LakeCounty
Department of Public Works

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

PROJECT MANUAL

PROJECT NAME: Linden Avenue Sanitary Sewer Rehabilitation
PROJECT NUMBER: PW# 2021.004

LAKE COUNTY PUBLIC WORKS DEPARTMENT
LAKE COUNTY, ILLINOIS

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PLANS, TECHNICAL SPECIFICATIONS AND EXHIBITS

Lake County, Illinois

INVITATION TO BID
BID NUMBER 22028

Date: 2/28/22

Project Name: Linden Avenue Sanitary Sewer Rehabilitation

Project Description: Repairs to failing 15" sewer consisting of lining, pipe bursting and open cut replacement methods. Reinstatement of services with top hat insert on lined sewers. Reconnection of services on sewers replaced by open cut.

GENERAL REQUIREMENTS: Contractors are to submit sealed bids.

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

PRE-BID CONFERENCE: Wednesday, March 9, 2022 2:00 PM
Will be conducted via a Zoom Meeting
Go to Purchasing Portal for call in information.

BID LOCATION: Lake County Purchasing Department
18 N. County Street- 9th Floor
Waukegan, Illinois
Electronic Bid Submission Only
See Page INV-3 for instructions

DUE DATE: Monday, March 28, 2022 11:00 AM

LakeCounty

Purchasing Division

http://doingbusiness.lakecountyil.gov/

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid #22028 / Linden Avenue Sanitary Sewer Rehabilitation.

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

1. Go to www.lakecountypurchasingportal.com
2. Click on the Bid Number: 22028
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your bid submittal
    a. Click on the browse button
    b. Navigate your computer and select the appropriate file
        i. Multiple files can be uploaded, each file can be no more than 20 MB
        ii. Files can also be uploaded as a .zip file
    c. Click on save submittals
    d. Close the browser

***Please note: Responses are due at 11:00 a.m. local time on Monday, March 28, 2022. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at purchasing@lakecountyil.gov to receive confirmation that we have successfully received your submissions.**

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

1. Go to www.lakecountypurchasingportal.com
2. Click on the "Under Review" tab
3. Click on the Bid Number: 22028
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.

<table>
<tr><td>Bid No. 22028</td><td rowspan="2">Vendor Name:</td></tr>
<tr><td>Buyer: Yvette Albarran</td></tr>
<tr><td>Bid Description:
Linden Avenue Sanitary Sewer Rehabilitation</td><td rowspan="2">Deliver to:
Lake County
ATTN: PURCHASING DIVISION
18 N. County Street – 9th Floor
Waukegan, IL 60085</td></tr>
<tr><td>Bid Due Date: March 28, 2022 11:00 AM</td></tr>
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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

A. Bidder—The individual or entity who submits a Bid directly to OWNER.

B. Issuing Office—The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

C. Successful Bidder—The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

D. Agency—Illinois Environmental Protection Agency

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Bid documents including plans and specifications for this project are available to be downloaded at the following website: http://lakecountypurchasingportal.com. Click on the appropriate bid number to register. After registering, bidders have access to all bid documents including specifications, plans and related files.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

A. The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated.
B. A list of the property and equipment available to the Bidder to evaluate if the Bidder can complete the Work in accordance with the Bidding Documents.
C. A financial statement of the Bidder showing that the Bidder has the financial resources to meet all obligations incidental to the Work.
D. The Bidder's performance record giving the description, location and telephone numbers of similar projects constructed in a satisfactory manner by the Bidder.
E. A list of projects presently under contract, the approximate contract amount, and the percentage of completion for each.
F. A list of contracts which resulted in lawsuits.
G. A list of contracts defaulted.

H. A statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing Work of like nature or magnitude.
I. A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.
J. The technical experience of personnel guaranteed to be employed in the responsible charge of the Work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.
K. Such additional information as will assist OWNER in determining whether the Bidder is adequately prepared to fulfill the contract.

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

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

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

4.02 Underground Facilities

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

4.03 Hazardous Environmental Condition

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

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

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible

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

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

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

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

A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03.A of the General Conditions, and carefully study all reports and drawings if a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplemental examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Document, and safety precautions and programs incident thereto;
F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
H. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-bid conference will be conducted via a Zoom meeting, see Invitation to Bid for time and date.

ARTICLE 6 – SITE AND OTHER AREAS

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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

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

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

ARTICLE 8 – BID SECURITY

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

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

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

ARTICLE 13 – PREPARATION OF BID

13.01 Only the Bid form included with the Bidding Documents shall be used to submit a Bid. Additional copies may be obtained from the issuing office.

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid Item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of Illinois or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

13.12 Bids which are signed by an attorney-in-fact for individuals, firms, partnerships or joint ventures shall have attached thereto a power-of-attorney evidencing authority to sign the Bid.

13.13 It is the responsibility of the Bidder to submit a neat, accurate, and complete Bid.

13.14 The Bid shall contain a Contractor Qualification Form which provides experience information that meets the following criteria. Failure to meet these experience requirements or failure to provide the required information at bid time will result in bid rejection. Failure to provide crews or Quality Control Inspectors with the requisite experience will result in termination of the services of the Contractor for cause by the Owner in accordance with Section 14.06 of the General Conditions.

13.15 Any and all changes to the specifications and terms and conditions of this Bid are valid only if they are included by addendum issued by Lake County Purchasing. Bidders shall acknowledge addenda

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

ARTICLE 14 – SUBMITTAL OF BID

14.01 Each prospective Bidder is furnished one copy of the Bidding Documents with one copy each of the Bid form, and, if required, the Bid Bond.

14.02 A Bid shall be submitted no later than the date and time prescribed per the electronic submission instructions with the invitation to bid.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

15.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its bid, and the Bid security will be returned, if written authorization to withdraw the bid is provided by the Lake County Purchasing agent.

ARTICLE 16 – OPENING OF BIDS

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

ARTICLE 17 – BASIS OF BID; EVALUATION OF BIDS

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

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

17.03 Unit Price

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

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

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

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

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

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

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

17.08 OWNER may consider the qualifications and experience of Bidders, and the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in paragraph 7.06 in the General Conditions. OWNER may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.09 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

17.10 OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – AWARD OF CONTRACT

19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder.

19.02 If the contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder(s).

19.03 If the contract is to be awarded, OWNER will give Successful Bidder notification within a reasonable time.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 The successful Contractor shall deliver prior to the date of the Owner's Notice of Award all performance and payment bonds and insurance along with the signed counterparts of the Agreement. Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. These requirements include but are not necessarily limited to:

- A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the contract price as security for the faithful performance of the contract; and
- A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the contract price; and
- A Certificate of Insurance with all required endorsements.

ARTICLE 21 – SIGNING OF AGREEMENT

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

ARTICLE 22 – WAGE RATES

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

22.02 The current wage rates can be found at: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx.

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

ARTICLE 23 – TAX

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

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

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

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

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

WAGE RATE REQUIREMENTS

1.01 General

A. CONTRACTOR and Subcontractors shall pay wages not less than the prevailing hourly wage rate for each classification of employee engaged on the Work as determined by the State of Illinois Department of Labor. In case of conflict, the wages paid by CONTRACTOR shall be not less than the higher of the prevailing wage determination.

B. CONTRACTOR shall comply with the provisions of Wages of Employees on Public Works (Prevailing Wage) Act (Illinois Revised Statutes, Chapter 48, Section 39S-1 through 39S-12 and 820 ILCS 130/5).

C. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of Work which may be performed by any employee in any particular period of time.

D. A copy of the wage determination shall be posted by CONTRACTOR in a prominent place at the site of the Work where it can be easily seen by the employees.

E. Statement on Certified Payroll

State of Illinois Prevailing Wage Act (820 ILCS/130/1)
It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.

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

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

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

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

2.01 WAGE DETERMINATIONS

A. The following wage rate schedule(s) are the prevailing rate(s) of hourly wage applicable to this Contract.

B. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract.

Note: Current wage rates can be found at:

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

LakeCounty

Addendum Acknowledgement

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

ADDENDUM #	SIGNATURE

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

Bid Number: _____

Company Name: _____

Authorized Representative: _____
Signature

Authorized Representative: _____
Print

Date: _____

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

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

Submittals that do not acknowledge addendums may be rejected.

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

BID FORM

BID NUMBER: 22028

PROJECT NAME: Linden Avenue Sanitary Sewer Rehabilitation

Project Number: PW#2021.004

for the Lake County Public Works Department
Lake County, Illinois

THIS BID IS SUBMITTED TO:

Lake County Purchasing Department
Electronically Via the Purchasing portal

(hereinafter called OWNER)

1) The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2) Bidder accepts all of the terms and conditions of the Official Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. This Bid will remain open for the period of time specified in the Official Notice to Bidders after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Bidding Requirements within 10 days after the date of OWNER's Notice of Award.

3) In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

   a) Bidder has examined and carefully studied all the Bidding Documents and Addenda, receipt of all which is acknowledged.

   b) Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work;

   c) Bidder is familiar with and has satisfied itself as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and finishing of the Work.

   d) Bidder acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding

Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost , progress, performance or furnishing of the Work or which relates to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other items and conditions of the Contract Documents.

e) Bidder is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to Work for which the Bid is submitted as indicated in the Contract Documents.

f) Bidder has correlated the information known to Bidder from information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

g) Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the Bid is submitted.

h) This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, or organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

i) Bidder certifies that Bidder is not barred from bidding on this Contract as a result of a conviction for either bid-rigging or bid-rotating under the provisions contained in chapter 38, Paragraphs 33E-3 and 33E-4 of the Illinois Revised Statutes.

4) Bidder will complete the work in accordance with the Contract Documents for the following unit prices and lump sum prices.

Bid Item. #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
	GENERAL REQUIREMENTS				
1	Mobilization / Project Administration / Demobilization	LS	1		
2	Pre-construction Video	LS	1		
3	Temporary Facilities	LS	1		
	SOIL EROSION CONTROL / PRE-CONSTRUCTION PREPARATION				
4	Silt Fence	LF	1,060		
5	Coir Roll	LF	300		
6	Tree Protection Fencing	LF	295		
7	Sediment Containment Filter Bag	LS	1		
8	Erosion Control Maintenance & Removal	LS	1		
9	Tree Protection & Pruning	LS	1		
10	Tree / Shrub Removal	LS	1		
	CONSTRUCTION PREPARATION				
11	Traffic Control & Protection	LS	1		
12	Temporary Construction Fencing	LS	1		
	SANITARY SEWER AND SERVICE REHABILITATION				
13	Sanitary Sewer - Open Cut, PVC SDR 26, 15"	LF	1,120		
14	Sanitary Sewer - Pipe Bursting, PVC C900, 16"	LF	284		
15	Pipe Bursting Pits	EA	2		
16	Sanitary Service, PVC SDR 26, 6"	LF	535		
17	Sanitary Sewer Clean-Out	EA	16		
18	Sanitary Service - Top Hat Lining	EA	8		
19	Sanitary Manholes, 48", Frame and Lid Per Detail	EA	6		
20	Sanitary Manholes to be Removed	EA	6		
21	Sanitary Sewers to be Removed	LS	1		
22	Sanitary Sewers to be Abandoned	LS	1		
23	Connection to Existing Sanitary Sewer	EA	2		
24	Cured-In-Place Pipe Liner	LF	1,330		
25	Temporary Bypass Operations	LS	1		
26	Post Sewer Televising	LS	1		
	RESTORATION				
27	Pavement Restoration Class D Patch (2" Surface / 3" Binder)	LS	1		
28	Pavement Restoration Driveways (3" Surface Course)	LS	1		
29	Aggregate Shoulder Restoration (CA-6)	LS	1		
30	Preparation of Disturbed Lawn Area and Placement of Topsoil	LS	1		
31	Seed / Fertilize / Erosion Blanket Over Disturbed Lawn Areas	LS	1		
				Total Bid	

	SUPPLEMENTAL UNIT PRICING	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
A	Pavement Restoration Class D Patch (2" Surface / 3" Binder)	SY			
B	Pavement Restoration Driveways (3" Surface Course)	SY			
C	Aggregate Shoulder Restoration (CA-6)	SY			
D	Preparation of Disturbed Lawn Area and Placement of Topsoil	SY			
E	Seed / Fertilize / Erosion Blanket Over Disturbed Lawn Areas	SY			

NOTES APPLICABLE TO BID FORM AND CONTRACT

Note 1) TO BE CONSIDERED RESPONSIVE, BIDDER MUST SUPPLY PRICING INFORMATION FOR EVERY BID ITEM & SUPPLEMENTAL UNIT PRICES.

Note 2) MATERIAL TESTING WILL BE PERFORMED BY THE OWNERS CONSULTANT AND PAID FOR BY THE OWNER.

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

Note 4) BID ITEMS NOTED AS EACH, LF AND SHALL BE MEASURED IN THE FIELD AND PAID BASED ON ACTUAL MEASURED QUANTITIES

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

(written)_____

($_____(figures))

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

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

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

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

in the amount of _____
(Dollars or Percent)

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

Name: _____

Address: _____

State: _____

Telephone No.: _____

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

An Individual: By (Written) _____

(Typed) (Individual's Name)

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

A Partnership: By _____ (Firm Name)

By (Written) _____

(Typed) (General Partner)

Business Address: _____

_____

_____

Phone No.: _____

A Corporation: By _____ (Corporation Name)

_____ (State of Incorporation)

By (Written) _____

(Typed) (Name of Person Authorized to Sign)

(Title) _____ (Corporate Seal)

Attest (Written) _____

(Typed) (Secretary)

Business address: _____

_____

_____

Phone No.: _____

A Joint Venture: By (Written) _____

(Typed) (Name)

_____ (Address)

By (Written) _____

(Typed) (Name)

_____ (Address)

Phone number and address for receipt of official communications:

_____

_____

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

Sworn and subscribed to before me this

_____ day of _____, 20_____ .

_____

Notary or other officer authorized to administer oaths

My commission expires: _____

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

LakeCounty

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

CONTRACTOR QUALIFICATION FORM

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

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

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

Contractor Name: _____

Project Name: _____

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

   _____

   _____

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

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

3. Business Organization:

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

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

_____

_____

____ Corporation: State of incorporation: _____

How long in present business: _____

4. Number of personnel in organization: Administrative _____

Engineering _____ Office _____

Shop _____ Field _____

5. Bank Reference: _____

Address: _____

Contact Person: _____

6. Bonding Company: _____

Agency Name: _____

Agency Address: _____

Contact Person: _____

7. Insurance Company: _____

Agency Name: _____

Agency Address: _____

Contact Person: _____

8. Trade References (List Four):

Name: _____ _____

Address: _____ _____

_____ _____

Contact Person: _____ _____

Telephone #: _____ _____

Name: _____ _____

Address: _____ _____

_____ _____

Contact Person: _____ _____

Telephone #: _____ _____

9. A. Have you within the last five years failed to complete a contract?
   ___ Yes ___ No
   B. Are there any judgements, claims or suits pending or outstanding against you? ___ Yes ___ No
   If answer to either question is Yes, submit details on a separate sheet.
   C. List all claims that have been filed by or against your firm due to construction contracts in the last five years, including arbitration:

_____

_____

_____

10. Financial Statement:

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

Date of Latest Balance Sheet: _____

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

11. Major Contracts Completed During Last Five Years:

Year	Name of Project	Architect/Engineer	Contract Amount

12. Average Annual Billing for Last Five Years: $ _____

13. Total Work in Progress and Under Contract: $_____

14. **List All Major Work** Under Contract:

% Completed	Name of Project	Architect/Engineer	Contract Amount

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

Name of Contractor/Supplier	Work to be Performed	$ Amount	Indicate MBE, WBE, SBE, DBE

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

_____

_____

_____

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

Name of Organization: _____

By: _____

Title: _____ Date: _____

VENDOR DISCLOSURE STATEMENT

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

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. Vendor Disclosure Statements are available at doingbusiness.lakecountyil.gov

The full text of the County's Ethics and Procurement policies and ordinances are available at www.lakecountyil.gov.

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

Authorized Signature:		Title:	
Printed Name:		Date:	

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

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.

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. ☐

VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:			
Vendor Name:			
Address:			
Primary Contact Name:			
Primary Contact Email Address:			
Primary Contact Phone Number:			
Project Manager Name:			
Project Manager Email Address:			
Project Manager Phone Number:			
# Years in Business:		Number of Employees:	
Annual Sales:	$	Dunn & Bradstreet #:	

Vendor Certification Statement: Please identify all of the following that apply to the ownership of this firm. This information is collected for reporting purposes only and not vendor selection. Please include a copy of the certification. (Definitions are included on the second page of Vendor Certification Form).

	Contractor certifies as a Minority – Business Enterprise (MBE)
	Contractor certifies as a Women Business Enterprise (WBE)
	Contractor certifies as a Veteran-Owned (VBE) Business Enterprise
	Contractor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)
	Contractor certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise
	Contractor certifies as a Business Enterprise Program (BEP)
	Contractor certifies as a Small Disadvantaged Businesses (SDB)
	Contractor certifies as a Veteran-Owned Small Business (VOSB)
	Local Business
	None
Other (Specify)	
Certification Number:	
Certified by (Agency):	

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

_____ _____ _____

Signature, Title **Printed Name, Title** **Date**

Vendor Certification Definitions

- **Minority-owned business (MBE)**
  A business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- **Woman-owned business (WBE)**
  A business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.
- **Veteran-owned Business Enterprise (VBE)**
  A small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans.
  - Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
  - Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division**.**
- **Persons with Disabilities Owned Business Enterprise (PDBE)**
  A small business (i) that is at least 51 percent owned. controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability.
  - Disability or Disabled means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.
- **Service-Disabled Veteran-owned Business Enterprise (SDVBE)**
  A small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans.
  - Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
  - Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).
- **BEP – Business Enterprise Program**
  Business Enterprise Program (BEP) BEP assists businesses owned by minorities, women and people with disabilities gain access to the State of Illinois procurement process. BEP certification with the State of Illinois can also open the door to opportunities with other public and private entities which are looking for diverse suppliers.
- **Small Disadvantaged Businesses (SDB)**
  A Small Disadvantaged Business (SDB) is a small business owned and controlled by socially and economically disadvantaged individuals as defined by Federal Acquisition Regulation (FAR) 19.001
- **Veteran-Owned Small Business (VOSB)**
  A Veteran-Owned Small Business (VOSB) is a small business that is at least 51 percent owned by one or more veterans; or, if a publicly owned business, at least 51 percent of the stock is owned by one or more veterans. Also, one or more veterans control management and daily business operations of the firm.
- **Local business**
  A business that is either owned and operated with a mailing address within the boundaries of Lake County or a corporate business with at least one “brick and mortar” location within the boundaries of Lake County. No additional certification is required; however, address verification for location may be requested.

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name— Include Location)*:

BOND

Bond Number:

Date:

Penal sum _____ $ _____

(Words) (Figures)

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

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.
Prepared by the Engineers Joint Contract Documents Committee.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT

THIS AGREEMENT is by and between Lake County Public Works Department

(hereinafter called OWNER) and _____
(hereinafter called CONTRACTOR).

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

ARTICLE 1 – WORK

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

Repairs to failing 15" sewer consisting of lining, pipe bursting and open cut replacement methods. Reinstatement of services with top hat insert on lined sewers. Reconnection of services on sewers replaced by open cut.

ARTICLE 2 – THE PROJECT

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

Project Name: **Linden Avenue Sanitary Sewer Rehabilitation**

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and payment.

A. The Work will be substantially completed within **70 (seventy)** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **100 (one hundred)** calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial consequences if the Project is not completed within the time specified in Paragraph 4.02.A. above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss (including special, indirect, consequential, incidental and any other losses or damages) suffered by OWNER if the Project is not completed on time. Accordingly, instead of requiring any such proof of losses or damages, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$300 (three hundred dollars)** for each calendar day that expires after the time specified in Paragraph 4.02.A for Substantial Completion until the Work is Substantially Complete. After Substantial Completion if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **$200 (two hundred dollars)** for each calendar day that expires after the time specified above for completion and readiness for final payment.

B. Permitting CONTRACTOR or Surety to continue and finish the Work or any part of the Work after the times specified for completion, or after the date to which the times for completion may have been extended, shall in no way operate as a waiver on the part of OWNER of its rights under the Contract.

ARTICLE 5 – CONTRACT PRICE

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

ARTICLE 6 – PAYMENT PROCEDURES

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

Progress Payments:

6.2 OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER each month during construction as provided below. All progress payments will be on the

basis of the progress of Work measured by the schedule of values established in Paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Retainage:

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

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

Final Payment:

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

ARTICLE 7 – PAYMENTS

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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

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

CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

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

1. This Agreement.
2. Performance Bond
3. Payment Bond.
4. Standard General Conditions of the Construction Contract (EJCDC 2013)
5. Notice to Proceed, not attached hereto.
6. Supplementary Conditions.
7. Current Wage Rates on file with the State of Illinois specific to the County where the work will be performed.
8. Specifications bearing the title "Technical Specifications", Linden Avenue Sanitary Sewer Rehabilitation, Project Number PW# 2021.004 for the Lake County Public Works Department, Lake County, Illinois and consisting of **23** pages.
9. Drawings consisting of a cover sheet and sheets numbered 1 through 15, inclusive, with each sheet bearing the following general title: Linden Avenue Sewer Rehabilitation.
10. All Addendum inclusive.
11. Contractor's Bid
12. Exhibits to this Agreement (enumerated as follows):
    a. None

13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed
    b. Written Amendments
    c. Work Change Directives
    d. Change Orders

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect

of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

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

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

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

2. That, if it hires additional employees in order to perform this Contract, or any portion thereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age marital status, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the CONTRACTOR's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with CONTRACTOR in its efforts to comply with such Act and Rules and Regulations, CONTRACTOR will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will abide by “The Veterans Preference Act, 330 ILCS 55/1” which in part provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..." and the Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

8. That it will include verbatim or by reference the provisions of Paragraphs 1 through 8 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor; and that it will also include the provisions of Paragraphs 1,5,6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, CONTRACTOR will be liable for such compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in

the event that any Subcontractor fails or refuses to comply therewith. In addition, no CONTRACTOR will utilize any Subcontractor declared by the Commission to be nonresponsible and therefore ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

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

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

Attest:

_____
(CONTRACTOR)

_____
(Signature)

_____
(Signature)

Address for giving notices:

_____
(Typed Name and Title)

_____
_____
_____

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

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

Attest:

_____

Lake County, IL

(OWNER)

_____
(Signature)

_____
(Signature)

Address for giving notices:

RuthAnne Hall
Purchasing Agent

_____
_____
_____

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

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

EJCDC® C-610, Performance Bond
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Definitions

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

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

EJCDC® C-615, Payment Bond
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

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

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

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

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

18. Modifications to this Bond are as follows:

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SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

GENERAL

The Supplementary Conditions amend or supplement the "Standard General Conditions of the Construction Contract" (EJCDC C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 – DEFINITIONS

SC 1.01.A.20.
Add the following language at the end of the definition entitled "ENGINEER":

> Whenever the word ARCHITECT is used in the Specifications, it shall have the same meaning as the word ENGINEER.

ARTICLE 2 – PRELIMINARY MATTERS

SC 2.02.A.
Amend the first sentence of Paragraph 2.02.A. of the General Conditions to indicate the number of copies of Contract Documents as follows:

> No printed copies of the Contract Documents shall be furnished.

SC 2.03.A.3.
Amend the first sentence of Paragraph 2.03.A.3 of the General Conditions by inserting the words "Except for Unit Price Work," at the beginning of the sentence.

SC 2.04.
Add new paragraphs immediately after Paragraph 2.04.B of the General Conditions, which are to read as follows:

2.04.C. The conference will be held at a location selected by OWNER. The conference shall be attended by:

1. CONTRACTOR's Office Representative.
2. CONTRACTOR's Resident Superintendent.
3. CONTRACTOR's Safety Representative.
4. Any Subcontractors' or Suppliers' representatives whom CONTRACTOR may desire to invite or ENGINEER may request.
5. OWNER's Representatives.
6. ENGINEER's Representatives and any ENGINEER's Consultants ENGINEER may invite.
7. Local Utilities Representatives.

2.04.D A suggested format would include, but not be limited to, the following subjects:

1. Project safety.

2. Presentation of the preliminary progress schedule.
3. Liquidated damages.
4. Procedures for handling submittals such as Shop Drawings and other submittals.
5. Direction of correspondence, and coordinating responsibility between CONTRACTORS.
6. Project meetings.
7. Equal opportunity requirements.
8. Laboratory testing of material requirements.
9. Procedures for inventory of material and equipment stored on-site or off-site if off-site storage is authorized.
10. Review schedule of values, application for progress payment, and progress payment procedures.
11. Change Order procedures.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC 4.01.
Delete the last two sentences of Paragraph 4.01.A. of the General Conditions in its entirety and insert the following in its place:

It is anticipated that the Notice to Proceed will be sent by **June 1, 2022** and work will commence by **June 27, 2022.**

SC 4.04
Add a new subparagraph immediately following Paragraph 4.04.B. of the General Conditions:

4.04.C. The Contractor shall submit no later than Thursday a detailed schedule for the following week's Work activities, and notify the ENGINEER immediately of any changes to that schedule**.**

ARTICLE 5 - AVAILIBILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIROMENTAL CONDITIONS

SC 5.03
A soils boring report prepared by Construction & Geotechnical Material Testing, Inc. and dated May 26, 2021 are included for the bidders examination and interpretation and not considered part of the contract documents.

SC 5.06
A limited environmental testing report prepared by Construction & Geotechnical Material Testing, Inc. and dated October 21, 2021 are included for the bidders examination and interpretation and not considered part of the contract documents.

ARTICLE 6 – BONDS AND INSURANCE

SC 6.01.D
Add the following language at the end of Paragraph 6.01.D of the General Conditions:

> In addition, no further progress payments under the Agreement will be made by OWNER until CONTRACTOR complies with the provisions of this paragraph.

Add the following Paragraph 6.01 G after Paragraph 6.01F

SC6.01.G The CONTRACTOR shall supply in addition to other bonds required in the Contract Documents. No other additional bonds required.

SC 6.03. - CONTRACTOR'S INSURANCE

Entirely delete Paragraphs 6.03.A through 6.03.J and substitute the following:

A. The CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois such insurance as will protect the CONTRACTOR from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. **Workmen's Compensation Insurance** covering all liability of the CONTRACTOR arising under the Workmen's Compensation Act and Workmen's Occupational Disease Act; limits of liability not less than statutory requirements.
2. **Comprehensive General Liability (CGL)** in a broad form on an occurrence basis, to include but not limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use therefrom.

General Aggregate Limit	$4,000,000
Each Occurrence	$2,000,000

3. **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.

Each Occurrence Limit	$1,000,000

B. CONTRACTOR agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
2. To provide separate endorsements and to name as additional insureds:

a. Lake County, its officers, agents and employees, all members of Boards, Commissions, Committees, Trustees and Organizations of the County, all volunteers and members of volunteer organizations and other non-paid personnel, including college and high school interns, while acting on behalf of the County
b. Lake County's Consulting Engineer: Gewalt Hamilton Associates, INC.
c. Consulting Engineer's sub Consultants : None
d. Village of Third Lake, Avon Township Hwy Department, LC Forest Preserve.

3. To provide thirty (30) days notice, in writing, of cancellation or material change to the required insurance.
4. The Contractor's insurance shall be primary in the event of a claim.
5. Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Lake County Purchasing, 18 N County Street, Waukegan, IL 60085-4350.

C. **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 thereof to the CONTRACTOR.

SC 6.05. - PROPERTY INSURANCE

Entirely delete paragraphs 6.05.A through 6.05.F and substitute the following:

6.05.A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). The insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultant, and any other persons or entities indicated below, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightening, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and other such perils or causes of loss as may be specifically required by these Supplementary Conditions. The form of policy for this coverage shall be //Completed Value// //Reporting//;
3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this Paragraph 6.05 shall comply with the requirements of GC 6.07.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC 7.02
Amend Paragraph 7.02.B of the General Conditions as follows:

'…during regular working hours, Monday through **Friday 7 AM –** 5 PM, and CONTRACTOR will not permit the performance of Work…'

Add the following paragraph immediately after Paragraph 7.06O:

7.06P Contractor shall perform with its own forces at least 30% of the work, unless written consent to subcontract a greater percentage of the work is obtained from OWNER.

SC 7.08.
Revise Paragraph 7.08.A to read as follows:

7.08.A Unless otherwise specified in the Contract Documents, the Owner will obtain and pay for all construction permits and licenses. The Owner has (or will) obtain permits from Lake County and applicable permits from the IEPA. The Owner will pay all charges of utility owners for connections for providing permanent service to the Work. Contractor shall comply with Building permit requirements

SC 7.15.
Add the following paragraphs immediately after Paragraph 7.15.A of the General Conditions, which are to read as follows:

7.15.B In emergencies affecting the safety or protection of persons or property or maintenance of temporary construction at the site or adjacent thereto, and CONTRACTOR cannot be reached, OWNER may act to attempt to prevent threatened damage, injury, or loss. OWNER will give CONTRACTOR and ENGINEER prompt written notice of such action and the cost of correction or remedy shall be charged against CONTRACTOR. A Change Order will be issued to document the change in Contract Price.

7.15.C Accidents occurring on the job which damage public or private property, or result in injury to workers or other persons, shall be promptly reported to the OWNER.

SC 7.16.

Revise paragraph 7.16.B.1.a. of the General Conditions to read as follows:

Unless otherwise directed in the Technical Specifications, four (4) complete sets of Shop Drawings shall be submitted for review by the ENGINEER. Each submittal shall be

identified by both a unique submittal number and the specification section and/or paragraph number most clearly describing the equipment to be reviewed. Unrelated equipment shall not be submitted under any one submittal number.

Add a new subparagraph immediately after Paragraph 7.16.D.8 of the General Conditions, which shall read as follows:

7.16.D.9. After ENGINEER has reviewed and approved a Shop Drawing or Sample, CONTRACTOR shall provide the material or equipment approved. ENGINEER will not review subsequent submittals of a different manufacturer or Supplier unless CONTRACTOR provides sufficient information to ENGINEER that the approved material or equipment is unavailable, time of delivery will delay the construction progress, or OWNER requests a different manufacturer or Supplier.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC 9.13.
Add a new paragraph immediately after Paragraph 9.12 of the General Conditions, which is to read as follows:

9.13.A OWNER will furnish a Site Representative, assistants, and other field staff to observe performance of the Work.

A. The duties and responsibilities of OWNER's Site Representative are described as follows:

1. Become familiar with the Contract Documents to observe the progress and quality of the executed Work, and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.
2. Promptly forward to ENGINEER, reports from CONTRACTOR indicating conflict, error or discrepancy in the Contract Documents to enable ENGINEER to issue a written clarification or interpretation as provided for in Paragraph 10.07 of the General Conditions.
3. Provide ENGINEER with copy of Site Representatives' daily log.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC 10.01.
Add a new paragraph immediately after Paragraph 10.01.A of the General Conditions:

10.01.B When ENGINEER, ENGINEER'S CONSULTANT and/or OWNER (THEY) are on the project site to perform the duties and responsibilities as set forth in the General Documents, THEY will comply with CONTRACTOR'S safety plans, programs, and procedures. In the event THEY determine that CONTRACTOR's safety plans, programs, and procedures do not provide adequate protection for THEY, THEY may direct their employees to leave the Project site or implement additional safeguards for THEY's protection. If taken, these actions will be in furtherance of THEY's responsibility to their own employees only, and THEY will not assume any

responsibility for protection of any other persons affected by the Work. In the event THEY observe situations which appear to have potential for immediate and serious injury to persons, THEY may warn the persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and THEY will not, by the issuance of any such warning, assume any responsibility to issue future warnings or any general responsibility for protection of persons affected by the Work.

SC 10.03.
Add the following sentence to the end of Paragraph 10. 03 A of the General Conditions:

10.03 OWNER will provide a Site Representative whose responsibilities and duties are described in SC 9.13 and limitations set forth

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

SC 11.01.
Add the following sentence at the end of Paragraph 11.01.A.2 of the General Conditions:

Notice of the amount or extent of the claim shall include the following certification:

> CONTRACTOR certifies that this claim is made in good faith, that the supporting data are accurate and complete to the best of the CONTRACTOR's knowledge and belief, and that the amount or time requested accurately reflects the Contract adjustment for which CONTRACTOR believes OWNER is liable.

SC-11.04
Add the following after Paragraph 11.04.A:

For each change order the Contractor shall submit to the Owner for review sufficient cost and pricing data to enable the Owner to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

SC 11.05.
Add a new paragraph immediately after Paragraph 11.05.B of the General Conditions:

11.05.C. Time extensions provided under Paragraph 11.05 of the General Conditions will be only allowed for controlling items of Work (critical path). Except as provided for in Paragraph 14.06, CONTRACTOR shall make no claim for damages for delay in performance of the Work occasioned by acts or neglect by OWNER or any of its representatives, including ENGINEER or ENGINEER's Consultant, and agrees that any such claim will be fully compensated for by an extension of the time in an amount equal to the time lost due to such delay, and that such time extension shall be CONTRACTOR's sole and exclusive remedy for such delay.

SC 11.06.
Amend Paragraph 11.06.A.1. of the General Conditions by deleting the words "thirty days" in the 2nd line and inserting the words "ten days" in their place

SC 11.07.
Add the following subparagraph immediately after Paragraph 11.07.B of the General Conditions, which is to read as follows:

11.07.C Change Orders will be prepared on the form included in the Appendix of this Project Manual.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.03.
Amend the first sentence of paragraph 13.03.C of the General Conditions by inserting the words, "the Cost of the Work in addition to" following the word "include".

Delete Paragraph 13.03.E.1 of the General Conditions in its entirety and insert the following in its place:

13.03.E.1 The total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25% from the estimated quantity of such item indicated in the Agreement;

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC 14.02.

14.02.C. At the end of Paragraph 14.02.C, add the following:

"Such inspections, testings, and approvals to be arranged, obtained, and paid for by the Contractor shall include, but not be limited to, all those required for compliance with Illinois Public Act 096-1416 regarding Clean Construction or Demolition Debris (CCDD)."

Add a new subparagraph following Subparagraph 14.02.F of the General Conditions, which is to read as follows:

14.02.G. It is not the intent of this paragraph to require CONTRACTOR to be responsible for the cost of OWNER or ENGINEER to witness inspections or tests unless otherwise set forth in the Specifications.

ARTICLE 15 – PAYMENTS TO CONTRACTORS; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC 15.01.
Amend the first sentence of Paragraph 15.01.B.1 by striking out the words "20 days" and inserting the words "thirty days" in their place.

Delete Paragraph 15.01.D. of the General Conditions in its entirety and insert the following in its place:

1. Payment shall be made by the OWNER to the CONTRACTOR in accordance with the Local Government Prompt Payment Act following presentation of the Application for Payment to OWNER with ENGINEER's recommendations (subject to the provisions of paragraph 15.01.E.).

SC 15.06.
Add a new paragraph immediately after Paragraph 15.06.D. of the General Conditions, which is to read as follows:

15.06.E In addition to the actual damages set forth in the Agreement, CONTRACTOR shall be liable for all additional costs for ENGINEER's services beyond the ENGINEER's review of the CONTRACTOR's first Application for Final Payment. OWNER will deduct these costs from any monies due or that may become due CONTRACTOR or Surety and pay ENGINEER for said services.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC 16.04.
Amend Paragraphs 16.04.A. and 16.04.B. of the General Conditions by striking out the words "30 days" in four places and inserting the following words in their place, "sixty days", and by striking out the words "seven days" in two places and inserting the following words in their place, "ten days."

ARTICLE 18 – MISCELLANEOUS

SC 18.01
Insert the following in the first sentence of Paragraph 18.01.A following the words "written notice":

"or the delivery of any Bond, Agreement, Certificate of Insurance or any other item,"

SC 18.09.
Add a new paragraph immediately after Paragraph 18.08 of the General Conditions, which is to read as follows:

18.09 Lien Waivers:

OWNER may at any time require CONTRACTOR to furnish lien waivers for labor and materials covered by Applications for Payment.

SC 18.10
Add a new paragraph immediately after Paragraph 18.09 of the General Conditions, which is to read as follows:

18.10 Notice to Residents

A. The CONTRACTOR shall distribute notices to all residents directly affected by the proposed construction and as otherwise directed by the OWNER. The notices shall inform the resident as to when and where construction is to occur, the Work being performed, the hours which the Work will be performed, if and when any driveways, streets, water or sanitary services will be closed or otherwise interrupted.

The notices shall be submitted and approved by the OWNER and ENGINEER. Notices shall be distributed at least three days, but no more than ten days, prior to construction. In the case of water or sanitary service disruption, a second notice shall be given approximately 24 hours prior to the interruption of service.

SC 18.11

Add a new paragraph following Paragraph 18.10 of the General Conditions, which is to read as follows:

18.11 PREVAILING WAGE REQUIREMENTS

A. This Project is subject to the requirements of the "Wages of Employees on Public Works (Prevailing Wage) Act (Illinois Revised Statutes, Chapter 48, Section 395-1 through 395-120." The Contractor shall comply with these requirements of the Act.

B. In accordance with the Wage Determination of the Secretary of Labor, the Owner has adopted rates for various classifications of workmen on the Project.

C. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of Work which may be performed by an employee in any particular period of time.

D. A copy of the wage determination shall be posted by the CONTRACTOR in a prominent place at the site of the Work where it can be easily seen by the employees.

E. Statement on Certified Payroll

State of Illinois Prevailing Wage Act (820 ILCS/130/1)
It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.

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

Lake County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

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

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

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

F. The Owner is required to keep the certification records submitted for a period of not less than three years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

SC 18.12

Add a new paragraph following Paragraph 18.11 of the General Conditions, which is to read as follows:

18.12 EMPLOYEE CLASSIFICATION ACT

A. This project is subject to the requirements of the Illinois "Employee Classification Act," (820 ILCS 185 1-999). The Contractor shall comply with the requirements of the Act.

* * * END OF SUPPLEMENTARY CONDITIONS * * *

Illinois Department of Transportation

Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route	Marked Route	Section Number

Project Number	County	Contract Number

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Additionally, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

☐ Contractor
☐ Sub-Contractor

Signature	Date

Print Name	Title

Name of Firm	Phone

Street Address	City	State	Zip Code

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP

CHANGE ORDER NO. ___

Owner: Lake County Public Works Department Date_____

Project _____

Owner's Contract No. PW#_____ Contractor _____

Date of Contract Start _____ $ _____

You are directed to make the following changes in the Contract Documents. Description:

Reason for Change Order:

CONTRACT PRICE		**CONTRACT TIMES (Calendar Days)**	To substantial completion	To final completion
Original:	$_____	Original:	_____	_____
Previous Change Orders:	$_____	Previous Change Orders:	_____	_____
This Change Order:	$_____	This Change Order:	_____	_____
Contract Price with all approved Change Orders:	$_____	Total of all approved Change Orders:	_____	_____
		Original Completion Date:	_____	_____
		Revised Completion Date:	_____	_____

The Contractor agrees that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

PROPOSED:

By: _____ _____
Contractor (Authorized Signature) Date

RECOMMENDED:

By: _____ _____
Engineer (Authorized Signature) Date

APPROVED:

By: _____ _____
Owner (Authorized Signature) Date

NOTE: OWNER is required to complete a Change Order Authorization form if change decrease or increase is for $10,000 or more, or time of completion is 30 days or more.

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

CHANGE ORDER AUTHORIZATION

for

Illinois Public Projects

Contract Number _____ Date: _____

Project _____

This Change Order authorizes: (check one)

[ ] (a) an increase/decrease in the cost of the contract by $10,000 or more
($ _____)
amount

[ ] (b) an increase/decrease in the time of completion by 30 days or more
(_____)
amount

OWNER (or its designee _____) has determined that the

circumstances said to necessitate the change in performance, which are See Attached Change Order Summary
(give circumstances requiring change)

_____

_____:

(check one)

[ ] (a) were not reasonably foreseeable at the time the contract was signed.
[ ] (b) were not within the contemplation of the contract as signed.
[ ] (c) are in the best interest of the district or region and authorized by law.

_____

Prepared by (ENGINEER) Date

_____

Authorized by (OWNER) Date

OWNER shall preserve a copy of this authorization in a permanent contract file that is open to the public in accordance with P.A. 85-1295, Ill. Rev. Stat. ch. 38, par. 33E-9.

CHANGE ORDER #
SUMMARY

1. This Change Order provides:

End of Change Order Summary

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Work Change Directive No.

Date of Issuance:	Effective Date:
Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price $ [increase] [decrease].

Contract Time days [increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title:	Title:
Date:	Date:	Date:

Approved by Funding Agency (if applicable)

By: Date:

Title:

LAKE COUNTY, ILLINOIS
PUBLIC WORKS DEPARTMENT

CONTRACTOR'S CERTIFICATE FOR PARTIAL PAYMENT #1

) SS
STATE OF Illinois)
COUNTY OF Lake)

PW# 2021.004
Boss# 104344
PO# 22xxx

The Affiant _____ being first duly sworn, on oath deposes and says that (s)he is the _____ of _____ who is the contractor engaged by the Lake County, Illinois, Public Works Department, for the construction of the Linden Avenue Sanitary Sewer Rehabilitation; that to the best of their knowledge and belief, all items, units, quantities, and prices of work and material shown on the attached sheet(s) of the Estimate for Partial Payment are correct and that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract between the Contractor and the Owner, and all authorized changes, thereto; that the following is a full, true, and correct statement of the contract account up to and including the last day of the period covered by this estimate; that Waivers of Lien for all materials will be furnished upon demand.

(1) Total Amount Earned.....		(6) Amount of Original Contract.....	
(2) Less 10% Retained.....	$ -	(7) Authorized Change Orders.....	
(3) Net Amount Earned.....	$ -	(8) Credits to Contract.....	$ -
(4) Total Previous Payments.....	$ -	(9) Net Contract Amount.....	$ -
(5) Amount Due This Payment.....	$ -	(10) Balance to Complete.....	$ -

Signed: _____ Date: _____
Name - title

Subscribed and Sworn before me this _____ day of _____, 20__

SEAL

_____ Notary Public

CERTIFICATE OF PROJECT ENGINEER	CERTIFICATE OF ENGINEERING SUPERVISOR	OWNER'S APPROVAL
I certify that I have verified the Estimate and to the best of my knowledge and belief it is a full, true, and correct statement of work performed and materials supplied; that all have been performed in full accordance with the terms and conditions of the Construction Contract and any authorized changes, thereto.	I certify that I have verified the Estimate and to the best of my knowledge and belief it is a full, true, and correct statement of work performed and materials supplied; that all have been performed in full accordance with the terms and conditions of the Construction Contract and any authorized changes, thereto.	_____ Austin McFarlane Interim Director
Signed: _____ Name: David Humbert Date: _____	Signed: _____ Name: Brittany Sloan Date: _____	Date: _____

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Lake County Public Works
Contractor:

Project:

Owner's Project No.:
Owner's Bid No.:
Contractor's Project No.:

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work

☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, Contractor and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract only for the specific portions noted above.

A [preliminary] [final] list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:
☐ None
☐ As follows

Amendments to Contractor's responsibilities:
☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[preliminary list; final punch list]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY:	ACCEPTED BY:	AUTHORIZED BY:
By: _____	By: _____	By: _____
LCPW Representative	Contractor	LCPW Representative
Title: LCPW Project Manager	Title: _____	Title: LCPW Engineering Supervisor
Date: _____	Date: _____	Date: _____

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Lake County Public Works
Contractor:

Project:

Owner's Project No.:
Owner's Bid No.:
Contractor's Project No.:

This [preliminary] [final] Certificate of Substantial Completion applies to

☐ All Work

☐ The following specified portions of the Work:

Items to be completed by _____as part of the Substantial Completion acceptance and authorization:

1)

2)

3)

4)

5)

6)

7)

This certificate does not constitute a final acceptance of Work not in accordance with the Contract Documents, nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.