

Appendix F

# Lake County

## Purchasing Division

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

Waukegan Campus

Please note the submission location is:

## Lake County

### Attn: Purchasing Division

18 N. County Street – 9<sup>th</sup> Floor

Waukegan, IL 60085-4350

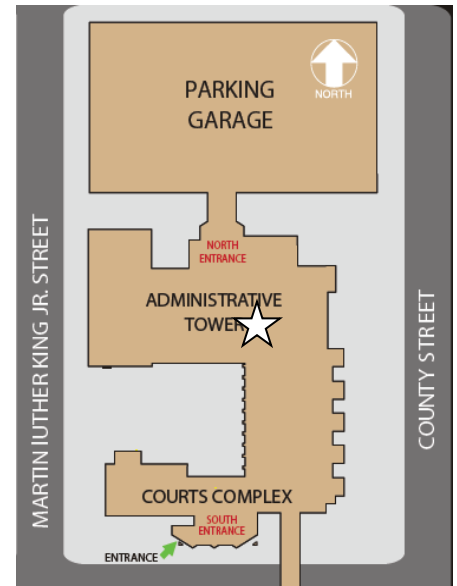
Contact information for Lake County Purchasing is:

#### Purchasing Division

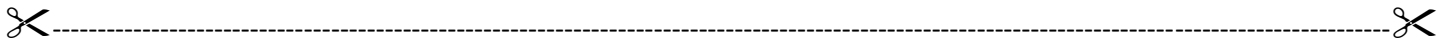
Phone 847-377-2992

Fax 847-984-5889

Email: [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov)



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



<b><u>Bid No.</u></b> 18103	<b>Bidder</b>  <b>Name:</b> _____  <b>Lake County</b> <b>ATTN: PURCHASING DIVISION</b> 18 N. County Street – 9 <sup>th</sup> Floor Waukegan, IL 60085-4350
<b><u>Buyer:</u></b> Michael Schieve	
<b><u>Bid Description:</u></b> General Contracting Services for Depke Roof and Roof Top Unit Replacement	
<b><u>Bid Due Date*:</u></b> July 19, 2018 at 2:00 p.m. CST	

\*Please note: Responses are due at the 9<sup>th</sup> floor reception desk and shall be time stamped by 2:00 p.m. CST on the required due date. Please allow sufficient time for parking, passing through security and arriving at the 9<sup>th</sup> floor.

The following sections, including the cover sheet, shall be considered integral of this solicitation.

**BID INDEX**

- A. Invitation to Bid Form (pg. 3)
- B. Price Sheet (pg. 4)
- C. Requested Base Bid Alternates, Unit Prices, & Allowances (pg. 5)
- D. Base Bid Price Affidavit (pg. 6)
- E. Bid Terms & Conditions (pg. 7)
- F. Schedule of Events (pg. 8)
- G. Intent (pg. 9)
- H. Instructions to Bidders (pg. 10)
- I. General Conditions Relating to the Contract (pg. 13)
- J. Labor Statutes, Records and Rates (pg. 23)
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- M. Bidder Qualification Form (pg. 35)
- N. Firm References (pg. 40)
- O. Addendum Acknowledgement (pg. 41)
- P. Sustainability Statement (pg. 42)

**EXHIBITS**

- A. Roof Replacement Drawings (DLR Group) dated June 18<sup>th</sup>, 2018
- B. Roof Replacement Specifications (DLR Group) dated June 18<sup>th</sup>, 2018
- C. RTU Replacements (EXP Engineers) dated June 18, 2018
- D. Lake County Depke Roof Replacement BAS (Appin Associates) dated June 18, 2018



THIS DOCUMENT, INCLUDING ITS EXHIBITS, SHALL BE REFERRED TO AS THE "INVITATION TO BID"

**SUBMISSION INFORMATION**

**INVITATION TO BID**

Lake County  
Attn: Purchasing Division  
18 N. County St. 9<sup>th</sup> Floor  
Waukegan, IL 60085  
(847) 377-2929  
[purchasing@lakecountyl.gov](mailto:purchasing@lakecountyl.gov)

INVITATION#: 18103

BID OPENING DATE: July 19, 2018

TIME: 2:00 p.m. Local Time

LOCATION: Lake County Purchasing Division

Submit one (1) original and one (1)  
unprotected electronic version

**INVITATION TO BID BIDDER INFORMATION**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Access Bid Results

<http://www.lakecountyl.gov>

ISSUANCE DATE: June 19, 2018

BUYER: Michael Schieve

**A pre-bid conference and site inspection will be held on June 28, 2018 at 9am, at the Lake County Depke Juvenile Justice Center, 24647 N. Milwaukee Ave, Vernon Hills, IL 60061.**

**INVITATION TO BID FORM**

**General Contracting Services for Depke Roof and Roof Top Unit Replacement                      June 2018**

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

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

THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED.

☐

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

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

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

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

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

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

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

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

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

**BID 18103 - GENERAL CONTRACTING SERVICES FOR DEPKE ROOF AND ROOF TOP UNIT**

**PRICE SHEET**

**JUNE 2018**

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

**Point of Contact:** \_\_\_\_\_

**OFFER**

Having examined the Invitation to Bid, including its Exhibits, and the site of the Work, we the undersigned entity hereby offer to enter into a Contract to perform the Work for the....

**Roof Construction:** roof removal and replacement, parapet wall modification, sheet metal and flashing, material, labor, equipment, administrative, and ancillary costs as required to complete the construction identified in DLR Group's Drawings and Specifications June 18<sup>th</sup>, 2018 (Costs associated with raising existing RTU's due to increased insulation profile shall be included in this number).

\$ \_\_\_\_\_ (Number).

**HVAC Construction:** roof top units, new roof curbs, interior construction, sensors, control wiring and hardware, sheet metal and flashing, material, labor, administrative, and ancillary costs as required with the complete construction identified in EXP's Drawings Dated June 18, 2018.

\$ \_\_\_\_\_ (Number).

**Controls Construction:** BAS interface, programming, set up and commissioning as identified in Appin's Drawings Dated June 18, 2018.

\$ \_\_\_\_\_ (Number).

**Patching TBD Roof Penetrations:** Price to patch **10** currently unidentified roof locations as defined in "Allowance" Section.

\$ \_\_\_\_\_ (Number).

**Owner Allowances:** Allowances as identified "Owner Directed Allowances"

\$ \_\_\_\_\_ (Number).

**Total Base Bid Amount:** (Roof Construction + HVAC Construction + Controls Construction + Patching TBD Penetrations + Owner Allowances)

\_\_\_\_\_ Dollars (Written) and \_\_\_\_\_ Cents

\$ \_\_\_\_\_ (Number).

*Total Base Bid Price:* The **Total Base Bid Price** above includes payment and performance bonds, supply bonds, and insurance per the requirements identified in the Invitation to Bid and is equal to the sum of the Base Price plus the sum of all Owner Directed Allowances defined in the Scope of Work. **Total Base Bid Price does not include Alternates. Acceptance of selected Alternates will result in an adjustment to the Total Base Price Bid. Price does not include permit fees (which will be paid by the County if required) but does include any necessary contractor registration and licensing.**

*Security:* Included herewith are the Security and other enclosures in accordance with the requirements of the Invitation to Bid.

*Period for Acceptance:* This Bid is irrevocable and open to acceptance by Lake County for 120 days from the Bid Submission Date. That period may be extended by a mutually satisfactory written agreement.

*Forfeiture of Security:* If this Bid is accepted within the Period for Acceptance and we fail to provide bonds and other required documentation, or otherwise fail to comply with the terms of the Invitation to Bid, the Security or a portion thereof shall be forfeited as provided in the Instructions to Bidders section of the Invitation to Bid.

*Return of Security:* If this Bid is not accepted within the Period for Acceptance, the Security will be returned as provided in the Instructions to Bidders section of the Invitation to Bid, unless a mutually satisfactory arrangement is made for its retention.

#### **CONTRACT TIME**

This project shall be complete prior to December 31, 2018. The Contractor shall supply submittal documents to the County, upon notice of intent to award, but prior to formal Lake County Board Approval. Primary attention shall be given to long lead time items.

#### **PROJECT SCOPE DOCUMENTS**

We have read and understand all documents contained within the Invitation for Bid, including all its Exhibits. This Bid complies with the Invitation for Bid.

**BIDDER'S INITIAL'S\_\_\_\_\_**

**REQUESTED BASE BID PRICE ALTERNATES, UNIT PRICES, AND ALLOWANCES**

(Acceptance of any alternates/credits may result in modification of Total Base Bid Price)

**ALTERNATES/CREDITS**

<b>Alternates</b>	<b>Proposed \$</b>	<b>Description</b>
1.	\$	<b>DEDUCT</b> for Elimination of Roof Area 3 and all related ancillary work from project scope
2.	\$	<b>DEDUCT</b> for Elimination of Roof Area 6 & 7 and all related ancillary work from project scope
3.	\$	<b>ADD</b> for Inclusion of Roof Area 8 and all related MEP and ancillary work to project scope
4.	\$	<b>ADD</b> for Inclusion of Roof Area 9 and all related MEP and ancillary work to project scope

**UNIT PRICES**

<b>Unit Price</b>	<b>\$/Unit</b>	<b>Description</b>
1.	\$ /per day	Crane Cost per day (includes mobilization, crew, equipment)
2.	\$ /per 4x8 sheet	Remove and Replace roofing underlayment (plywood) per 4x8 sheet
3.	\$ /Lineal Foot	Remove and Replace treated wood blocking (2x4) per lineal foot

**PATCHING TBD ROOF PENETRATIONS (TO BE INCLUDED IN TOTAL BASE BID AMOUNT)**

<b>Allowance</b>	<b>Base Price Bid Inclusion</b>	<b>Description</b>
1.	\$	TBD unidentified 12"x12" vent or roof penetration removal, decking patch, roof replacement, and overlay at locations identified by Lake County. <b>This is a lump sum cost extrapolated from the installation of 10 such patches based on DLR detail 16/A4.4.</b>

**OWNER DIRECTED ALLOWANCES (TO BE INCLUDED IN TOTAL BASE BID AMOUNT)**

<b>Allowance</b>	<b>Base Price Bid Inclusion</b>	<b>Description</b>
1.	\$15,000	Overtime fees for work as directed by Lake County
2.	\$15,000	Misc. supplementary work as directed by Lake County

(This Affidavit must be executed)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, of lawful age, being first duly sworn, upon my oath depose and say: That I executed the accompanying Bid, which Bid incorporates the Invitation to BID including all its Exhibits on behalf of the Bidder therein named, and that I had lawful authority to do so, and that said Bidder has not, directly or indirectly, entered into any agreement, expressed or implied, with any other Bidder(s), entity or person having for its object: the controlling of the price or amount of such Bid, or any other Bid; the limiting of the number of Bids or Bidders; or the parceling, or farming out, of any profits thereof to any Bidder(s), entity, or other person; and further say that I have not and will not divulge the sealed Bid to any other Bidder, entity or person, except those having a partnership or other financial interest with me in said Bid , until after the sealed Bid(s) are opened.

Signed: \_\_\_\_\_

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
(Notary Seal)

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## LAKE COUNTY - INVITATION FOR BIDS: TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Lake County Purchasing Ordinance.
2. **BID OPENING.** Sealed Bids will be received at the Lake County Purchasing Division until the date and time specified at which time they shall be opened in public. Late Bids shall be rejected and returned unopened to the sender. Lake County ("County of Lake" or "County" or "Owner") does not prescribe the method by which Bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the Bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn within the time specified for the opening of Bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the Bid. The Bid shall include the legal name of the Bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing Bids must be sealed and addressed to the County of Lake Purchasing Division. The name and address of the Bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their Bids before submission. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened. In case of error in the extension of prices in the Bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Lake reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all Bids or any portion thereof, or to accept an alternate Bid. The County reserves the right to waive any immaterial defect in any Bid. Unless otherwise specified by the Bidder or the County, the County has one hundred twenty (120) days to accept the Bid. The County may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by Bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to enter into a Contract with the lowest responsive and responsible Bidder. The County reserves the right to determine the lowest responsive and responsible Bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. The determination of which Bids are responsive and responsible will include the following factors (where applicable): (a) adherence to all conditions and requirements of the Bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from certain state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the Bidder requests authorization for desired substitution by RFI in advance of the County's addendum issuance due date. Bidder shall clearly state exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specified otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer responsive, including whether it is equivalent to and meets the standard of quality indicated by the brand name and number.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the Bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with Bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the Invitation to Bid. Interpretations, corrections and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a Bid that all addenda have been received and acknowledged in the Bid.
15. **INDEMNIFICATION.** Bidder agrees to indemnify Lake County (including Lake County's agent's and assigns) against all injuries, suits, claims, demands, liabilities, damages, losses and expenses, including court costs and attorney's fees, which may arise or which may be alleged to have arisen out of or in connection with the work or services covered by or associated with this project and provided by Bidder.
16. **DEFAULT.** Time is of the essence for this project and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate any contract resulting from this Invitation to Bid by notice effective when received by the Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the contracted Bidder with any or all losses incurred. The County shall be entitled to recover its attorney's fees and expenses in any successful action by the County to enforce any such contract resulting from the Invitation to Bid.
17. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.
18. **WARRANTY.** Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this Invitation to Bid, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.
19. **REGULATORY COMPLIANCE.** Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
20. **EQUAL EMPLOYMENT OPPORTUNITY.** Bidder shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Bidder shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
21. **ROYALTIES AND PATENTS.** Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.
22. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

## END OF TERMS AND CONDITIONS



**BID 18103 - GENERAL CONTRACTING SERVICES FOR DEPKE ROOF AND ROOF TOP UNIT****SCHEDULE OF EVENTS****JUNE 2018**

<b>Time (CST)</b>	<b>Date</b>	<b>Event</b>	<b>Location</b>
9:00 AM	June 28, 2018	Pre-Bid / Project Review Meeting	Depke Juvenile Justice Center Main Entrance 24647 N. Milwaukee Ave. Vernon Hills, Illinois 60061
2:00 PM	July 12, 2018	Deadline for submissions of Requests for Clarifications	Submit questions on Lake County's website at: <a href="http://www.lakecountypurchasingportal.com">www.lakecountypurchasingportal.com</a> or via email at <a href="mailto:purchasing@lakecountyil.gov">purchasing@lakecountyil.gov</a>
<b>2:00 PM</b>	<b>July 19, 2018</b>	<b>Bid Opening</b>	<b>Lake County Purchasing 18 N. County Street, 9th Floor Waukegan, Illinois 60085-4350</b>
TBD	July 20-31, 2018	Bid Evaluation	<b>Lake County Purchasing 18 N. County Street, 9th Floor Waukegan, Illinois 60085-4350</b>
TBD	August 14, 2018	Contract Award (anticipated)	Lake County Board Meeting

**END OF SCHEDULE OF EVENTS**

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to about 703,000 residents. Lake County is committed to open government and transparency, and the County board's conservative fiscal policies have allowed the County to maintain fiscal stability and achieve AAA bond rating from Standard & Poor's and Moody's.

The Depke Juvenile Justice Center & Minard E. Hulse Detention Center was purchased by Lake County in 1992 to replace the County's aging facility in Waukegan. This complex, which operates 24 hours a day, provides: housing, rehabilitation, and educational training for some 50 juvenile inmates. Facility programs contained within this project's designated scope of work include: intake, medical, classrooms, detention pods, and the residential treatment program (FACE-IT).

**The contractor must make accommodations within their bid to ensure continuity of interior operations throughout the duration of this project. A clearly identified construction logistics and sequence plan will be required of the awarded contractor prior to commencing any work.**

The facility consists of multiple additions and renovations built outward off a central core. In most portions of the facility, the interior ceiling to roof deck plenum is shallow and ventilation is provided by a series of packaged rooftop ventilation units. There is also limited amount of exterior ductwork within the project area. Lake County has followed an annual replacement program for roof top units (RTU's) that includes the decommissioning and replacement of 3 to 4 RTU's annually.

Roofing within the project work zone is generally modified bitumen over either a pre-cast concrete deck or sloped structural steel deck. There is a significant amount of asphalt architectural shingles within the work area and a lesser quantity of standing seam metal roof. This project's design anticipates bringing the facility's roof up to current Energy Code standards and thus increasing the overall insulation profile. As the County has a desire to maintain minimum offsets between mechanical equipment and the roof's surface, modifying/replacing existing roof top curbs and parapets, and modifying on roof utility and communication connections is anticipated to be part of the scope of this work. The County's PM will work with the awarded contractor to ensure rework of on-roof utilities as well as replacement of RTU's does not compromise interior operations. **Phased roof construction and Phased roof top unit installation is anticipated.** Existing and new RTU's are integrated with the County's Building Automation System (BAS). Newly furnished units and any raised/modified RTU's will need to integrate to the BAS as identified in the plans and specifications.

**END OF INTENT**

**1.0 Bid Submission:**

Sealed Bids will be accepted until July 19, 2018, 2:00 p.m., Lake County Purchasing, 18 N. County Street, 9<sup>th</sup> Floor, Waukegan, IL 60085

**2.0 Submission Requirements:**

- a. The bidder must complete, sign, and submit the "Invitation to Bid" form and subsequent price sheets and affidavit. Please include a worksheet by trade with scheduled values that total the Base Bid Price.
- b. The Bidder must complete, sign and submit the General Information form.
- c. The Bidder must complete, sign and submit the Bidder Qualification Form
- d. The Bidder must complete and submit the Firm References form.
- e. The Bidder must provide the Addendum Acknowledgement form.
- f. The bidder shall provide a proposed construction schedule in standard Gantt format w/ milestones related to pertinent project tasks (including submittal dates and phased RTU shutdown/install). Bidder shall take into account identified "Schedule of Events" listed above. And show compliance with a substantial completion date of December 31<sup>st</sup>, 2018.
- g. The Bidder must provide the Sustainability Statement.
- h. The Bidder must provide bid security in accordance with these specifications.
- i. The Bidder may include a list of value engineering opportunities that may reflect a cost savings for the project for consideration.

**3.0 Additional Information:**

Should the Bidder require additional information about this Bid, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the Bid number and addendum link. Questions may also be submitted via email to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov). All questions shall be submitted no less than seven (7) days prior to the Bid opening date. Any and all changes to these specifications are valid only if they are included by written addendum to all Bidders. 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 so 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.

**4.0 Addendum Acknowledgement:**

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

**5.0 Definitions:**

- a. **Base Bid** shall mean: the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Unit Prices.
- b. **Unit Price** shall mean: an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, including all overhead and profit for a portion of the Work as described in the Invitation to Bid. The County may reject or negotiate any unit price which is considered excessive or unreasonable.
- c. **Invitation to Bid** shall mean: this solicitation for Bids, inclusive of all Exhibits, which Exhibits include the Scope of Work and all other specifications relevant to this project.
- d. **County** shall mean: "Lake County, State of Illinois" or "County of Lake."

- e. **Bidder** shall mean: an entity providing by 2:00 p.m. on July 19, 2018 a Bid in response to this Invitation to Bid.
- f. **Contract** shall mean: the entirety of the agreement between Lake County and the selected Bidder with respect to this project. That is, upon acceptance by Lake County of a Bid, which acceptance shall include Lake County's selection of Alternates therein, the Invitation to Bid together with the selected Bid will form an agreement between Lake County and the selected Bidder, which agreement constitutes, and is referred to herein as, the Contract. The Contract is subject to future mutual amendment.
- g. **Contractor** shall mean: the Bidder, once the Contract is formed.
- h. **Provide** shall mean: the work complete, in place, ready for use, including all labor, materials, equipment and services.
- i. **Responsive Bid** shall mean: a Bid which conforms in all material respects to the requirements set forth in the Invitation to Bid.
- j. **Contract Term** shall mean: from the date of Contract formation to the completion of Work, which Work shall be completed at the earliest possible time, but not later than December 31, 2018.
- k. **Value Engineering** shall mean: the process of analyzing the designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety. Opportunities identified by Bidders, including the proposed substitution of less expensive materials or systems for those initially suggested, should be limited to those that preserve these basic objectives and which do NOT adversely impact overall project size or scope.

#### 6.0 Substantial Completion:

- a. The successful Contractor shall commence construction work as soon as possible following execution of the contract. Work shall be completed at the earliest possible time, but not later than December 31, 2018.

#### 7.0 Pre-Bid Conference and Site Inspection:

A pre-bid conference and site inspection will be held:

**June 28, 2018 at 9am** held at:  
 Depke Juvenile Justice Center  
 Main Entrance Room TBD  
 24647 N. Milwaukee Ave  
 Vernon Hills, Illinois 60061

Contractors interested in bidding on this work are urged to attend this pre-bid conference and site inspection. Attendance at this meeting is not mandatory; however, Contractors are warned that no allowance will be granted to Bidders unfamiliar with the work. No plea of ignorance of conditions that exist now or hereafter, or of any conditions of difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for failure to or omission on the part of the Bidder to fulfill, in every respect, all the requirements, specification, nor will same be accepted as a basis for any claim for extra compensation.

#### 8.0 Responsive Bid:

- a. Bidders are hereby notified that any exceptions to the requirements of this Invitation to Bid may be cause for rejection of the Bid.
- b. Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the Invitation to Bid. Interpretations, corrections and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a Bid that all addenda have been received and acknowledged in the Bid.

#### **9.0 Basis of Award:**

From all Bidders, the County will select the lowest responsive and responsible Bidder for the Total Base Bid Price. A Responsive Bidder must meet the specifications of this Invitation to Bid including financial capacity to perform, experience and qualifications performing similar work, and scheduling and availability to perform the work within the time allowed. Thus, the County reserves the right to determine the lowest responsive and responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. The determination of which Bids are responsive and responsible will include the following factors (where applicable): (a) adherence to all conditions and requirements of the Invitation to Bid; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value. Again, Total Base Bid Price should not include Alternates; after selecting a Bidder, the County's acceptance of Alternates will result in an adjustment to the Total Base Bid Price and will be reflected in the Contract.

#### **10.0 Contract Time:**

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

#### **11.0 Bid Security:**

Each Bid shall be accompanied by a security in the form of a bond. Acceptable forms of security which may be submitted are: an executed surety bond issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-; cash; certified check or cashier's check made payable to Lake County (not including personal or company checks, which are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the Lake County. Bond shall be an amount equal to at least ten (10%) percent of the Total Base Bid Price, payable without condition to the County.

#### **12.0 Sustainability Statement**

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking bidder to provide a Statement of Sustainability to ensure our bidders are also incorporating sustainability into their firm's practices. Please complete the Sustainability Statement included herein, and include it with the bidder's response.

#### **END OF INSTRUCTIONS TO BIDDERS**

**1.0 Project Administration:**

**a. County's Representative**

Jonathan Joy, Construction Project Manager  
Lake County Construction Division  
18 N. County St. 9<sup>th</sup> floor  
Waukegan, IL 60085-4350  
Phone: 847-377-2929  
E-Mail: [jjoy@lakecountyil.gov](mailto:jjoy@lakecountyil.gov)

**b. Contracting Authority**

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

**c. Technical Authority (Roofing)**

Joanna Wozniak, Associate  
DLR Group  
333 West Wacker Drive; Suite 400  
Chicago, IL 60606  
Phone: 312-780-1027  
E-Mail: [jwozniak@DLRGROUP.com](mailto:jwozniak@DLRGROUP.com)

**d. Technical Authority (MEP)**

Michael Baack, ME  
EXP  
205 North Michigan Ave., Suite 3600  
Chicago, IL 60601  
Phone: 1.312.616.0000  
E-Mail: [Michael.Baack@exp.com](mailto:Michael.Baack@exp.com)

**e. Technical Authority (Controls)**

Jeremiah Varco, Facility Manager  
Lake County Facility Operations  
18 N. County St.; 9<sup>th</sup> Floor  
Waukegan, IL 60085  
Phone 847-377-2987

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

**2.0 Intent of the Contract Documents:**

- a. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, overhead, profit, and all transportation and all other expense as may be necessary for the proper execution of all Work.

- b. Conflict. If the requirements of one document conflicts with the requirements of another document or the same document or the same document, then the most stringent requirements shall apply to the Work. The Architect will determine which requirement is most stringent.

### **3.0 Evaluation Criteria:**

All bidders must be qualified suppliers and demonstrate the capability to provide services herein in accordance with the bid specifications. Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Years in business
- Providing similar service to similar customers
- Ability to perform in accordance with bid specifications
- References
- Value Engineering Opportunities

### **4.0 References:**

The Bidder shall provide at least THREE (3) references for projects of similar size, complexity and dollar value to the project outlined herein. Submit references on the forms provided.

### **5.0 Execution, Correlation and Intent:**

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

### **6.0 Interpretation:**

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

### **7.0 Waiver:**

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

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

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

- a. "Labor Statutes, Records and Rates," dated September 1, 2017.
- b. "Prevailing Wages for Construction Trades," as issued monthly by the Illinois Department of Labor.

### **9.0 County's Right To Do Work:**

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

## 10.0 Compliance with the Specifications:

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

## 11.0 Compliance:

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

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

Indiana Limestone Institute, and others
- e. The County may request a representative of one or more of these organizations, or others, to inspect the Work in accordance with paragraphs above.
- f. The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County, other local governments having jurisdiction or authority, and with the Americans with Disabilities Act and OSHA regulations.

## 12.0 Warranty

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

To the fullest extent permitted by law, Contractor agrees to waive its Kotecki Protection thereby waiving any right of contribution against Lake County (including Lake County's agents and assigns). Contractor further agrees that Contractor will require any and all subcontractor with whom it contracts to perform the work to also similarly waive Kotecki protection and to waive any right of contribution.



**13.0 Change in Status**

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

**14.0 Assignment of Contract:**

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

**15.0 Permits, Fees and Notices:**

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

**16.0 Personnel and Staffing**

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

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

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

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

**17.0 Superintendent:**

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

**18.0 Job Meeting:**

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

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

#### **19.0 Schedules:**

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

- a. Within ten (10) calendar days after acceptance of the contract a schedule for the performance of the contract, including number of workers/crews assigned, hours, and delivery dates from material suppliers;
- b. The contractor shall provide, for the construction phase, a schedule of all subcontractors and suppliers, together with their addresses and telephone numbers [Note: Major subcontractors must be those specified in Paragraph 2 of the "Contractor Qualification Form" submitted with the Bid].
- c. Within five (5) calendar days after award of the contract, Certificates of Insurance and endorsements to comply with specified requirements herein before.

#### **20.0 Use of Site:**

The activities around the County's Site will continue, without interruption, during the course of this Work. The Contractor must coordinate his Work operations so as to cause the least possible inconvenience to the activities, both inside and outside, of the Site. **Any major Work requiring shut downs or disruptions of operations must be scheduled at least forty-eight (48) hours in advance. The County shall be given forty-eight hours advance notice of disruptions in power, which must be scheduled during other hours/days and must have prior permission from the County.**

#### **21.0 Cutting and Patching:**

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

#### **22.0 Cleaning Up**

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

#### **23.0 Conflicts:**

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

#### **24.0 Security:**

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

#### **25.0 Indemnification:**

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

**26.0 Dispute Resolution:**

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

**27.0 Change Orders:**

The County believes that the project is fully defined in the Exhibits, and that change orders will not be necessary. However, **in the event that a change order is required, the Contractor shall review the scope of Work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All change orders and alternative suggestions must be approved by the County prior to execution. Work performed without proper authorization shall be the Contractor's sole risk and expense.

**28.0 Delays and Extensions of Time:**

- a. Pursuant to applicable provisions of the Illinois Criminal Code, the Contract Time may be extended by thirty (30) days or more **only** when the circumstances said to necessitate the change in performance:
  - i. were not reasonably foreseeable at the time the contract was signed
  - ii. were not within the contemplation of the contract as signed
  - iii. are in the best interests of the County

**29.0 Purchase Order, Invoice and Payments:**

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

**30.0 Taxes:**

Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from certain state and local taxes.

**31.0 Progress Payments**

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

**32.0 Applications for Payment:**

Applications for Payment shall be submitted to the Technical Authority, Andrew Caputo at Williams Architects.

**33.0 Final Completion:**

- a. The Contractor shall have fifteen (15) calendar days from the date of Substantial Completion to complete all Work and submit to the County a final Application for Payment.
- b. If the County's inspection discloses any item that is not in accordance with the requirements of the Contract Documents, the Contractor shall complete or correct such item within fourteen (14) calendar days after receipt of notice from the County.

**34.0 Safety:**

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

**35.0 Scaffolding:**

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

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

### **36.0 Toxic Substances:**

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

### **37.0 Hazardous Materials:**

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

### **38.0 Insurance:**

All Contracts may be subjected to change

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

#### Commercial General Liability Insurance

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

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

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

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

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

#### Automobile Liability Insurance

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

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

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

Excess/ Umbrella Liability (if applicable)

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

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

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

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

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

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

Contractor's Pollution Liability (if applicable)

The Contractor's pollution liability insurance, in connection with an agreement, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Installation Floater / Builders Risk (if applicable)

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

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

Professional Liability – Errors and Omissions (if applicable)

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

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

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

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket

additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.

- d) Lake County shall be provided with Certificates of Insurance and should included the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

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

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

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

#### **39.0 Contract Performance and Payment Bonds:**

The Bidder selected by the County shall furnish to the Contracting Authority within ten (10) calendar days after being notified of the acceptance of Bid:

- a. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the Total Base Bid Price as security for the faithful performance of the Contract; and
- b. 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.
- c. Documents required by this section must be received and approved by the County before a written Contract will be issued.

#### **40.0 Economic Opportunity Program**

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

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

- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

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

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

#### **41.0 Reporting Requirements For Awarded Contracts**

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

#### **42.0 Termination by the Contractor**

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

#### **43.0 Termination by the County for Convenience:**

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

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

#### **END OF GENERAL CONDITIONS**

**LABOR STATUTES, RECORDS AND RATES**  
**CONSTRUCTION CONTRACTS for LAKE COUNTY - STATE OF ILLINOIS**

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

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

- 1.0 Equal Employment Opportunity:
  - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
  - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
  - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
  - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."



- 4.0 The Prevailing Wage Act, 820 ILCS 130/1 et seq., provides: "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." The current Schedule of Prevailing Wages for Lake County is enclosed and must be prominently posted at the project site by the Contractor.
- 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
- 4.1.1 The County shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the County. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the County by tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

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

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

- 6.0 Illinois Workers on Public Workers Act: In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following: "Illinois Workers on Public Works Act, 30 ILCS 570/ et seq, including Public Act 096-0929 signed into law on June 16, 2010." The level of unemployment in the State of Illinois has exceeded 5% for two (2) consecutive calendar months.

Please see Attachment Provided or visit the Illinois Department of Labor's website for current prevailing wage rates and requirements.

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

**AUTHORIZED NEGOTIATORS:**

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Email Address: \_\_\_\_\_

**BUSINESS ORGANIZATION:** (check one only)

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this Bid.

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

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

\_\_\_\_\_ Non-profit Corporation

\_\_\_\_\_ 501c3-- U.S. Internal Revenue Code

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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BID 18103 - GENERAL CONTRACTING SERVICES FOR DEPKE ROOF AND ROOF TOP UNIT****BIDDER QUALIFICATION FORM****JUNE 2018**

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

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

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

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

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

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

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

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

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

Dunn & Bradstreet #: \_\_\_\_\_

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

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

NAME	POSITION TITLE	NUMBER OF YEARS	AREA OF RESPONSIBILITY/TASK EXPERIENCE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

**Qualifications of a responsible bidder shall comply with the following requirements:**

Business duration: Minimum 5 years in business.

- a. Relevant Construction experience: Minimum of 3 similar projects completed in the last 15 years having a construction cost of at least \$2,000,000 or more. Projects should be of similar complexity and demonstrate the bidder's ability and experience to successfully complete this specific project.
- b. Safety: Worker's compensation premium modifier not more than 1.0 or an explanation of special circumstances.
- c. Contract completion history: No defaults of any construction.
- d. Reference check: Positive references and confirmation of firm's capabilities.

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

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

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

Trade	Name	Address	Amount (\$)

**3. Bank Reference:**

**Address:**

**Contact:**

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**4. Bonding Company:**

**Agency Name:**

**Address:**

**Contact:**

**5. Insurance Company:**

**Agency Name:**

**Address:**

**Contact:**

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

**Name:**

**Address:**

**Contact:**

**Telephone #:**

**Name:**

**Address:**

**Contact:**

**Telephone #:**

**Name:**

**Address:**

**Contact:**

**Telephone #:**

**Name:**

**Address:**

**Contact:**

**Telephone #:**

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

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

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

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

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

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

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

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

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

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

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

9. Major Contracts Completed During Last Five Years:

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




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

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

12. List All Major Work Currently Under Contract:

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

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

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

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

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

**BID 18103 - GENERAL CONTRACTING SERVICES FOR DEPKE ROOF AND ROOF TOP UNIT**

**FIRM REFERENCES**

**JUNE 2018**

Provide at least THREE (3) references for projects of similar size and complexity. (Attach additional pages as needed).

**1.**

Entity: \_\_\_\_\_

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

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

Name of Contact Person: \_\_\_\_\_

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

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

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

Date of Service: \_\_\_\_/\_\_\_\_/\_\_\_\_ To: \_\_\_\_/\_\_\_\_/\_\_\_\_

**2.**

Entity: \_\_\_\_\_

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

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

Name of Contact  
Person: \_\_\_\_\_

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

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

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

Date of Service: \_\_\_\_/\_\_\_\_/\_\_\_\_ To: \_\_\_\_/\_\_\_\_/\_\_\_\_

**3.**

Entity: \_\_\_\_\_

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

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

Name of Contact Person \_\_\_\_\_

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

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

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

Date of Service: \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

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

<b>ADDENDUM #</b>	<b>SIGNATURE</b>

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

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

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

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

Authorized Representative: \_\_\_\_\_  
*Signature*  
 \_\_\_\_\_  
*Print*

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

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

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

Submittals that do not acknowledge addendums may be rejected.

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

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

**INSTRUCTIONS**

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

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

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

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

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

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

**Waste Minimization**

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**Energy Efficiency**

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CONTINUE TO NEXT PAGE

**Water Efficiency**

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**Staff**

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**Education**

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