

## AGREEMENT

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

(hereinafter called OWNER) and Sheridan Plumbing & Sewer, Inc.  
(hereinafter called CONTRACTOR).

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

### SCOPE OF WORK

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

Southeast Central (SEC) interceptor heavy cleaning and color, closed circuit televising.

### THE PROJECT

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: PW#2019.018

### ENGINEER

The ENGINEER for this project is Lake County Public Works Department. 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.

### CONTRACT TIMES

#### Days to Achieve Completion of the Project

The Contractor shall begin work within 10 days after the issuance of a written Notice to Proceed and shall complete the work as defined in the General Conditions within 150 calendar days. Additional time will be added to the CONTRACT TIME due to delays for permits, homeowner access restrictions, weather conditions (rain or temperatures below 25 degrees Fahrenheit), delay in Owner providing brush clearing to grade, raising power lines at Sprucewood Lift Station for equipment clearance, tree removal and stump removal to grade, and other delays beyond the control of the Contractor.

#### Liquidated Damages

- A. The Owner and Contractor recognize that time is of the essence for this Construction Agreement and that Owner will suffer financial loss if the work is not completed within the Contract Time. Liquidated damages are as defined in Specification Section 00800 - Supplementary Conditions.

- 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.

## CONTRACT PRICE

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 \$732,065.10.

Contractor shall supply, install, and remove Matting (where needed) as shown on Exhibit "A". This work will be considered change order work and billed on a time and material basis. The \$50,000.00 scheduled for bypass pumping in Bid Item No. 11 in the Contractor's bid will be used to partially fund the Matting and a change order will be issued upon exhaustion of these funds. The need to bypass pump may be eliminated because the Owner will limit the flow from the Sprucewood Lane lift station in order to maintain the maximum depth of flow requirement of 30% of pipe diameter. Brush Clearing and Tree Removal necessary to facilitate the Matting work, as shown on Exhibit "A", will be provided by the Owner. Exhibit "A" of Project Location, Brush Clearing and Tree Removal and Matting Locations is attached as a part of this Agreement.

The Owner and Contractor recognize that the completion of the Project is weather and access dependent. It is also contingent upon use of the Lake County Forest Preserve's trail system and access through private properties. Several manholes are located in wetlands that are submerged in water and any type of matting may not be sufficient to allow the Contractor, and its equipment, access to the manholes to complete the Work on this Project. In the event that sufficient manhole access is not available to the Contractor, the unit items of Work on this Project may be reduced. The Owner and Contractor recognize that some deviation from the specification will be required with respect to sequencing of Work and working backwards due to access restrictions.

The Contractor is allowed to dump debris at the Owner's New Century Town Vernon Hills Water Reclamation Facility at 50 S. American Way, Vernon Hills, without a fee.

The Owner will provide approximately 1,500 SF of indoor, heated parking, for Contractor's equipment during the duration of the Project at or near the Owner's facility located at 648 Winchester Road, Libertyville, IL.

Permission for Fire Hydrant use is granted for Owner owned hydrants for construction water. The Contractor shall contact Village of Libertyville for using the Village's hydrants. Contractor's ability to perform the Work is contingent on using all nearby hydrants on this project. The Contractor is responsible for securing the hydrant use permits and paying the permitting fees. Additionally, the Contractor is responsible for Lake County Forest Preserves permitting fees limited to \$500.00.

The Owner will contact homeowners before project start to coordinate use their driveways for access of manholes. The Contractor is responsible to protect driveway surface and turf areas to minimize impacts caused by the construction vehicles/activities. The Contractor shall restore damaged driveways and turf by May 31, 2020 at no cost to the Owner. The Owner will hold a retainage against the restoration work, commiserate for the cost of said restoration, and release the retainage upon final acceptance. The Contractor will not be responsible for any restoration and damages within the Lake County Forest Preserve and the Village of Libertyville Park District areas

unless it is determined that the damages were due to the Contractor's gross negligence. The Owner and Contractor will work closely to sequence and coordinate the Work in order to assess the risk of potential damages versus the need to reduce the scope of Work.

## PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with General Conditions and Supplementary Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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 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.

## CONTRACTOR'S REPRESENTATIONS

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 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 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.

## CONTRACT DOCUMENTS

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. General Conditions (Bid Documents)
5. Notice to Proceed, not attached hereto
6. Supplementary Conditions (Bid Documents)
7. All Addendum inclusive.
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid
  - b. Exhibit "A" - Map of Project Location and Matting Locations

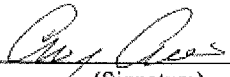
The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

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

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.

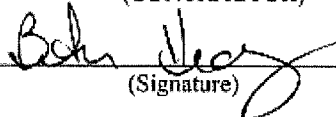
This Agreement will be effective on January 23, 20 20, (which is the effective Date of the Agreement).

Attest:

  
(Signature)

Sheridan Plumbing & Sewer, Inc.

(CONTRACTOR)

  
(Signature)

Address for giving notices:

Beth Healy, President

(Typed Name and Title)

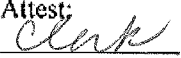

6754 W. 74th Street

Bedford Park, IL 60638

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

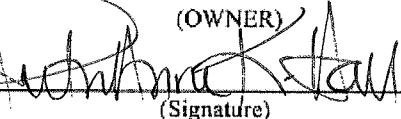
CONTRACTOR's License No. 055-027841  
(If required by state or municipal law)

Attest:

  
  
(Signature)

Lake County, IL

(OWNER)

  
(Signature)

Address for giving notices:

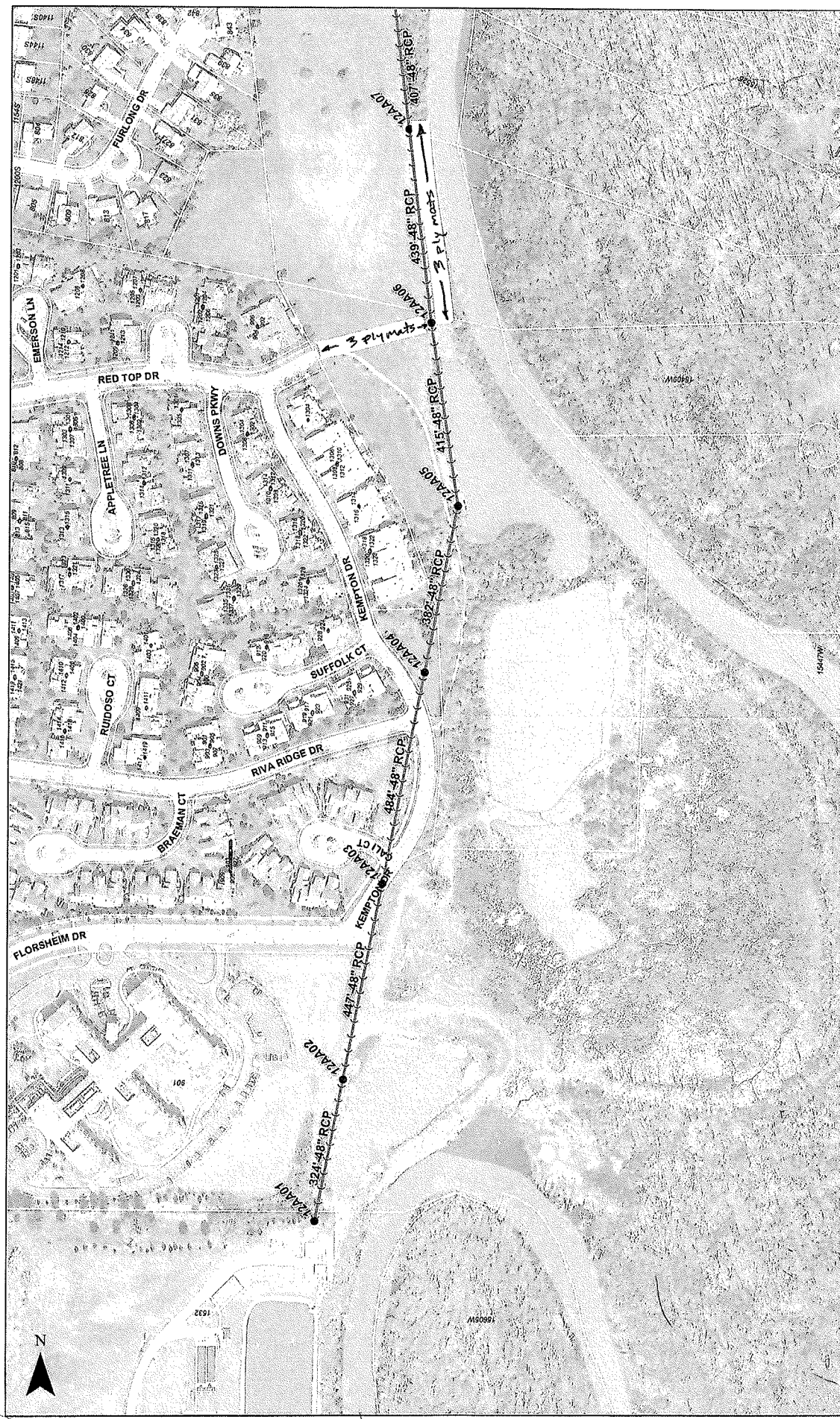
RuthAnne Hall  
Purchasing Agent

18 N. County St.  
Waukegan, IL 60085

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

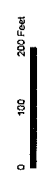
## **EXHIBIT A**

**Project Location, Brush Clearing and Tree Removal, and Matting locations**



Lake County

Sep 26, 2012



SOUTHEAST CENTRAL INTERCEPTOR



