

INVITATION FOR BID

BID DOCUMENTS AND SPECIFICATIONS

BID NUMBER # 21025
Pekara Watermain Lining Phase 1
And
Walmart Fire Loop Lining

PW# 2015.113

FOR
LAKE COUNTY PUBLIC WORKS DEPARTMENT



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

Lake County, Illinois

**INVITATION TO BID
BID NUMBER 21025**

Date: February 17, 2021

Project Name: Pekara Watermain Lining Phase 1 and Walmart Fire Loop Lining

Project Description:

Project consists of trenchless water main lining of 6" and 8" DIP water main. The project will be bided for Base Bid or Base Bid and Additive Alternate. The total length of the water main to be lined is approximately 4,990 lineal feet for Base Bid or 6,780 lineal feet for Base Bid and Additive Alternate.

GENERAL REQUIREMENTS:

Contractors are to submit sealed bids.

PRE-BID CONFERENCE:

February 25, 2021 at 2:00 PM via a Zoom meeting.

BID LOCATION:

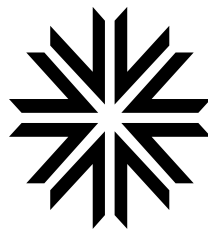
Lake County Purchasing Department
18 N. County Street- 9th Floor
Waukegan, Illinois
Electronic Bid Submission Only
See Page INV-3 for instructions

DUE DATE:

March 10, 2021 11:00 AM
See attached instructions due to COVID-19 restrictions.

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 Department until the date and time specified at which time they shall be opened via Zoom meeting. Late bids shall be rejected and unopened. Lake County is only accepting electronic bid submission via the Lake County Purchasing Portal.
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 Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed 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. **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.
5. **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 ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
6. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
7. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest 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. Award will be based on 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.
8. **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.
9. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are 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.
10. **TAXES.** Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.
11. **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 clearly states 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 is equivalent to and meets the standard of quality indicated by the brand name and number.
12. **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.
13. **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 bidding documents. 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.
14. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.
15. **DEFAULT.** Time is of the essence of this contract 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 the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller 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 this contract.
16. **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 Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
17. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, 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, Seller 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 Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
18. **REGULATORY COMPLIANCE.** Seller 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. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
19. **EQUAL EMPLOYMENT OPPORTUNITY.** 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.
20. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller 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.
21. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be found exclusively in the 19th Judicial Circuit Court, State of Illinois.



LakeCounty

Purchasing Division

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

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid #20194, Hawthorn Hills Square Watermain Replacement

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

1. Go to www.lakecountypurchasingportal.com
2. Click on the Bid Number: 21025
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your bid submittal
 - a. Click on the browse button
 - b. Navigate your computer and select the appropriate file
 - i. Multiple files can be uploaded, each file can be no more than 20 MB
 - ii. Files can also be uploaded as a .zip file
 - c. Click on save submittals
 - d. Close the browser

***Please note: Responses are due at 11:00 a.m. local time on March 10, 2021. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at purchasing@lakecountyil.gov to receive confirmation that we have successfully received your submissions.**

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

1. Go to www.lakecountypurchasingportal.com
2. Click on the "Under Review" tab
3. Click on the Bid Number: 21025
4. Click on the "Events" tab
5. Join the Zoom Meeting by clicking on the meeting link
 - a. Please plan on joining the meeting at least 5 minutes early and mute your microphone.

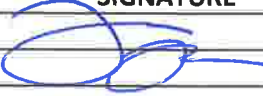
ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE.

Bid No. 21025	Vendor Name:
Buyer: Yvette Albarran	
Bid Description: Pekara Watermain Lining Phase 1 and Walmart Fire Loop Lining	Deliver to: Lake County ATTN: PURCHASING DIVISION 18 N. County Street – 9 th Floor Waukegan, IL 60085
Bid Due Date: March 10, 2021 at 11:00 a.m.	



Addendum Acknowledgement

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

ADDENDUM #	SIGNATURE
1 - March 2, 2021	
2-March 5, 2021	

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

Bid Number: 21025

Company Name: Fer-Pal Construction USA, LLC

Authorized Representative:

Authorized Representative: 
Signature

Print

Frank Garcea Treasurer

Date: March 10, 2021



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

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

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted via the Lake County Purchasing Portal.

Project: Pekara Watermain Lining Phase 1 and Walmart Fire Loop Lining
Project #: PW2015.113
Bid Number: #21025
Addendum #1
Date: March 2, 2021

TO THE BID DOCUMENTS

1. Delete INSTRUCTION TO BIDDERS in its entirety and replace with the attached INSTRUCTION TO BIDDERS. The following changes have been made:
 - 1.A INSTRUCTION TO BIDDERS, Page IB-9, ARTICLE 17 – BASIS OF BID; EVALUATION OF BIDS, new ARTICLE 17.01 has been inserted, and the two existing Articles have been re-numbered.
 - 1.B INSTRUCTION TO BIDDERS, Page IB-10, ARTICLE 19 – AWARD OF CONTRACT, ARTICLE 19.05 has been added.
2. Delete BID FORM in its entirety and replace with the attached BID FORM. The following change have been made:
 - 2.A BID FORM, Page B-6, NOTES APPLICABLE TO BID FORM AND CONTRACT, NOTE 1 has been revised.

QUESTIONS RECEIVED

- Question 1: What is the type of lining used on the project? Is it CIPP (heat/UV light cure), Pipe Bursting or Slip Lining?
- Answer 1: The project is an in-situ rehabilitation of existing watermain by the cured-in-place pipe method.
- Question 2: Will there be pipe cleaning and CCTV inspection for the water lines? If yes, what are the approximate lengths and size of the water main?
- Answer 2: The project requires pipe cleaning and closed-circuit television (CCTV) inspection. Approximate pipe lengths and sizes are 5285 feet of 8-inch and 1490 feet of 6-inch.
- Question 3: Is there a cost estimate for the project, and is it available to bidders?
- Answer 3: Yes, there is a cost estimate, and it is available to bidders upon request.
- Question 4: Is a temporary water distribution system required on the Walmart Fire Loop Lining segment?

Answer 4: A temporary water distribution system is not required on the Walmart Fire Loop Lining segment.

Question 5: Can the Walmart Fire Loop Lining be completed in one phase?

Answer 5: The Walmart Fire Loop Lining is to be bid as designed (i.e., two phases).

Question 6: Are re-establishment (re-opening) of existing water services required on the Walmart Fire Loop Lining segment?

Answer 6: No re-establishment (re-opening) of existing water services is required on the Walmart Fire Loop Lining segment.

Project: Pekara Watermain Lining Phase 1 and Walmart Fire Loop Lining
Project #: PW2015.113
Bid Number: #21025
Addendum #2
Date: March 5, 2021

TO THE SPECIFICATIONS

1. Section 01025 – MEASUREMENT AND PAYMENT, Page 01025-7, EXISTING WATER CURB BOX REMOVAL AND REPLACEMENT, Article 2.11.B.1, add the words “**curb valve**” as follows:

“1. The Unit Price per each shall constitute full compensation for removal and replacement of existing water curb boxes, complete including Owner approved and scheduled access; pot-holing (locating) existing buried utilities; earth and pavement excavation and off-site disposal, trench backfill; removal and replacement of existing water curb box, **curb valve**, lawn and landscape restoration (but not sidewalk restoration, which will be paid for separately); flushing, disinfection, and all necessary copper service tubing, fittings and materials to make water tight re-connection, including all Work incidental thereto and not specifically included for payment under other Unit Price Items in the Schedule of Prices.”

QUESTIONS RECEIVED

- Question 1: According to page GC-23 of 66 (6.05 Property Insurance, A. Builders Risk), is Builders Risk insurance required for the project?
- Answer 1: General Condition Article 6.05 was deleted in its entirety, and replaced by Supplementary Conditions Article SC 6.05. – Property Insurance, pg. SC-5. Bidders shall comply with the requirements of Supplementary Conditions Article SC 6.05.
- Question 2: (Section 01025, Article) 2.11 Existing water curb box Remove & Replace (pg. 01025-6). Is just the curb box to be replaced at various locations or shall the pricing include the excavation & replacement of the roadway & curb box as well?
- Answer 2: See “**TO THE SPECIFICATIONS**”, item 1 above for clarification.
- Question 3: (Section) 1.10 Construction Facilities and Temporary Controls - Temporary Water – E.2 (pg.1000-11). Large qtys of water “shall be drawn only at night or as directed by the E/A.” Can the cleaning of water main be done during regular work hours?
- Answer 3: Watermains can be cleaned and flushed on weekdays during regular working hours, as defined in Section 01000, Article 1.02.D.1 (pg. 01000-2).
- Question 4: (Section) 1.10 Construction Facilities and Temporary Controls - Dust and Mud Control – L.2 (pg. 01000-12). Can street sweeping be done on an as needed basis as deemed necessary by site inspector?

Answer 4: Cleaning of pavement shall be performed by a mechanical sweeper as directed by the Engineer, as outlined in Article L.2.

Question 5: (Section) 1.10 Construction Facilities and Temporary Controls - Dust and Mud Control – L.4 (pg. 01000-13). Is utilization of a ‘Dust Control Agent’ necessary? If so, how often is the application of this agent required?

Answer 5: Dust Control Agent shall be required by the Engineer to control dust if other methods are not effective, and will be required as often as necessary to control the problem.

Question 6: (Section) 01025 – Measurement and Payment – 2.10 (pg. 01025-6). Existing Water Meter Removal and Replacement – Can non-licensed experienced personnel remove and/or replace existing water meters? Perhaps a Village Public Works representative could be tasked with accompanying members of our Temporary Bypass Crews and perform the installation of the new water meter themselves, hence saving time and cost.

Answer 6: Existing Water Meter Removal and Replacement shall be performed by an Illinois licensed plumber, as required by the State of Illinois Plumbing Code.

Question 7: (Section) 01025 – Measurement and Payment - 2.11.A-1 (pg. 01025-6). Existing Water Curb Box Removal and Replacement – States that the “Owner” will determine what Curb Stops will need to be removed and replaced. This is contradictory to Section 02611 (In-Situ Rehabilitation of Existing Watermain by CIPP), 1.05.A-1, which states that the contractor shall provide a list of addresses for curb stop removed and replaced. Please clarify?

Answer 7: The Owner/Engineer will work with the Contractor to finalize a list of curb boxes/valves to be removed/replaced. The Owner may require additional curb boxes/valves be removed/replaced beyond those on the above noted list.

Question 8: (Section) 01025 – Measurement and Payment - 2.23 - Repair of Existing Water Service (pg. 01025-11). Can the water service needing repair/replacement just be abandoned in place, and be tapped-in AFTER lining? This way, we don't take the risk of plugging or mis-drilling of a brand new service. This is our standard procedure.

Answer 8: Any existing water service that requires repair under this pay item can be abandoned in place, and a new service can be tapped after the lining has been installed and successfully tested.

Question 9: (Section) 02270 – Soil Erosion and Sediment Control – 2.02, G.2b (pg. 02270-7). Can we eliminate constructing what is being referred to as a “discharge chute”, when it states elsewhere in the specs that we can use a filter bag/dandy bag (“Geotextile Sediment Control Bags”), silt socks, etc.?

Answer 9: As noted in Section 02270, Article 2.02.G.2., “The portable sedimentation containment system outlined as follows shall be considered an example of the type of system to be installed”. Contractor may elect to utilize a different system that achieves the specified

results noted in this Section, and on sheet 3 of 12 (Erosion Control Notes and Details) of the Contract Drawings.

Question 10: (Section) 02400 – Dewatering and Drainage – 2.01, A, B & E (pg. 02400-1). Can alternate products and/or manufacturers be used besides SI Geosolutions and ACF Environmental and their products?

Answer 10: Yes, alternate products may be substituted as long as they are “approved equal”.

Question 11: (Section) 02400 – Dewatering and Drainage – 2.01, A, B & E (pg. 02400-1). Can smaller sized discharge hose be used? States ‘minimum 4” connection to be used’ for connecting to sediment filter bags?

Answer 11: Yes, Contractor may elect to use a hose smaller 4-inch. The 4-inch dimension is in reference to the fill spout on the sediment control bag.

Question 12: On Base Bid Plan Sheet #8 of 12, between 839 & 841 Bluebird Lane, it shows a lining access pit encompassing two (2) 45-deg bends, and per Note #9, it states to remove existing fittings and replace in kind for BOTH 45-deg bends. Can we line through the 45-deg bends, as opposed to being excavated and replaced?

Answer 12: The project shall be bid as designed. Potential changes to the design can be discussed after the project has been Awarded.

Question 12: On Additive Alternate Sheet #10 of 12, there is a note called out in the legend entitled “RR-SS-12” which apparently refers to removal of existing storm sewer and replacement with PVC pipe. Despite the note in the legend, the specific construction condition and/or location for this note is not shown anywhere on the plans for the Additive Alternate Lining Section. Please advise if this additional storm sewer work will need to be performed, and if so, where.

Answer 12: Disregard the “RR-SS-12” notation.

Question 13: Where is the service that supplies the Swimming Pool and Community Center? Are they separate services for the pool and Community Center? Also, what size are these services (if more than one)?

Answer 13: The location and size of service line or lines that serve the swimming pool and community center are unknown. They will need to be determined at the time of construction.

Question 14: Please confirm that the Wal-Mart Fire Loop section of the project does NOT need to be phased in to two separate phases (per the question asked during the pre-bid Zoom meeting).

Answer 14: To clarify the response given at the February 25, 2021 Pre-Bid Conference, the Walmart Fire Loop Lining shall be bid as designed (i.e., two phases).

BID FORM

BID NUMBER: 21025

PROJECT NAME: Pekara Watermain Lining Phase 1 and Walmart Fire Loop Lining

Project Number: PW#2015.113

for the Lake County Public Works Department
Lake County, Illinois

THIS BID IS SUBMITTED TO:

Lake County Purchasing Department
Electronically Via the Purchasing portal

(hereinafter called OWNER)

- 1) The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2) Bidder accepts all of the terms and conditions of the Official Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. This Bid will remain open for the period of time specified in the Official Notice to Bidders after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Bidding Requirements within 10 days after the date of OWNER's Notice of Award.
- 3) In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a) Bidder has examined and carefully studied all the Bidding Documents and Addenda, receipt of all which is acknowledged.
 - b) Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work;
 - c) Bidder is familiar with and has satisfied itself as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and finishing of the Work.
 - d) Bidder acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding

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

- e) Bidder is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to Work for which the Bid is submitted as indicated in the Contract Documents.
 - f) Bidder has correlated the information known to Bidder from information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - g) Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the Bid is submitted.
 - h) This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, or organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
 - i) Bidder certifies that Bidder is not barred from bidding on this Contract as a result of a conviction for either bid-rigging or bid-rotating under the provisions contained in chapter 38, Paragraphs 33E-3 and 33E-4 of the Illinois Revised Statutes.
- 4) Bidder will complete the work in accordance with the Contract Documents for the following unit price(s):

BASE BID

ITEM NO.	UNIT PRICE ITEM	UNIT	APPROX. NO. OF UNITS	PRICE PER UNIT	TOTAL PRICE
1	8-Inch Watermain In-Situ Cleaning, Televising and Cured-in-Place Pipe Lining (per Specification Section 02611)	Foot	3500	\$ 98.00	\$ 343,000.00
2	6-Inch Watermain In-Situ Cleaning Televising and Cured-in-Place Pipe Lining (per Specification Section 02611)	Foot	1490	\$98.00	\$ 146,020.00
3	Removal and Replacement of 8-inch Gate Valves in Existing Vaults	Each	4	\$ 5,300.00	\$ 21,200.00
4	Removal and Replacement of 6-inch Gate Valves in Existing Vaults	Each	5	\$ 4,400.00	\$ 22,000.00
5	5-foot Diameter Valve Vault with 8-inch Gate Valve	Each	1	\$18,900.00	\$ 18,900.00
6	Fire Hydrant with Auxiliary Valve and Box – Removal and Replacement	Each	11	\$ 17,250.00	\$ 189,750.00
7	Re-Establish (Re-Open) Existing Water Services (per Specification Section 02611)	Each	127	\$ 580.00	\$ 73,660.00
8	Temporary Water Distribution System	Lump Sum	1	\$ 138,300.00	\$ 138,300.00
9	Access Points for Watermain Cleaning, Pre and Post Lining Televising, and In-Situ Cured-in-Place Pipe Lining	Lump Sum	1	\$ 629,310.00	\$ 629,310.00
10	2-inch Type K Copper Pipe, Roundway and Corporation Stop for Pressure Testing	Each	14	\$ 1,090.00	\$ 15,260.00
11	1-inch Type K Copper Pipe, Roundway and Corporation Stop for Chlorination Sampling	Each	14	\$ 705.00	\$ 9,870.00
12	Existing Water Meter Removal and Replacement in Townhome Unit	Each	36	\$1,550.00	\$ 55,800.00
13	Existing Water Curb Box Removal and Replacement in Alcove Area of Center Townhome Units	Each	26	\$ 1,250.00	\$ 32,500.00
14	Existing Water Curb Box Removal and Replacement on End Townhome Units	Each	10	\$ 800.00	\$ 8,000.00
15	Concrete Sidewalk Removal and Replacement (at Townhome entrances only)	Square Foot	250	\$ 45.00	\$ 11,250.00
16	Curb Bags	Each	11	\$ 260.00	\$ 2,860.00
17	Silt Fence	Foot	510	\$ 4.80	\$ 2,448.00
18	Portable Sediment Containment System	Lump Sum	1	\$2,500.00	\$ 2,500.00
19	Earth Saw Cut of Tree Roots	Foot	680	\$ 7.75	\$ 5,270.00
20	Tree Protection Fencing	Foot	680	\$3.20	\$ 2,176.00

ITEM NO.	UNIT PRICE ITEM	UNIT	APPROX. NO. OF UNITS	PRICE PER UNIT	TOTAL PRICE
21	Tree Removal and disposal	Inch	293	\$ 22.00	\$ 6,446.00
22	Bur Oak (Quercus macrocarpa) Tree Replacement, 3-inch diameter	Each	3	\$ 850.00	\$ 2,550.00
23	Sugar Maple (Acer saccharum) Tree Replacement, 3-inch diameter	Each	3	\$ 850.00	\$ 2,550.00
24	Freeman's Maple (Acer freemanii) Tree Replacement, 3-inch diameter	Each	3	\$ 850.00	\$ 2,550.00
25	Hackberry (Celtis occidentalis) Tree Replacement, 3-inch diameter	Each	3	\$ 850.00	\$ 2,550.00
26	Sycamore (Platanus occidentalis) Tree Replacement, 3-inch diameter	Each	3	\$ 850.00	\$ 2,550.00
27	Northern catalpa (Catalpa speciosa) Tree Replacement, 3-inch diameter	Each	3	\$ 850.00	\$ 2,550.00
28	Traffic Control per Specification Section 01000 and as noted on the Contract Drawing	Lump Sum	1	\$ 2,500.00	\$ 2,500.00
29	Dust and Mud Control per Specification Section 01000 and as Directed by the Engineer	Lump Sum	1	\$ 6,400.00	\$ 6,400.00
30	Repair of Existing Watermain Leaks/Breaks not caused by Contractor's Negligence	Each	5	\$ 5,000.00	\$ 25,000.00
31	Repair of Existing Water Service Connection Failure at Watermain not Caused by Contractor	Each	6	\$ 6,500.00	\$ 39,000.00
32	Record Drawing Information	Lump Sum	1	\$ 5,000.00	\$ 5,000.00
33	Pre-Construction Video	Lump Sum	1	\$ 2,500.00	\$ 2,500.00
34	Mobilization	Lump Sum	1	\$ 79,000.00	\$ 79,000.00
	TOTAL		---	---	\$

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

(Written) One Million, Nine Hundred and Eleven Thousand, Two Hundred and Twenty Dollars and Zero Cents.

(\$ 1,911,220.00) (Figures)

ADDITIVE ALTERNATE

ITEM NO.	UNIT PRICE ITEM	UNIT	APPROX. NO. OF UNITS	PRICE PER UNIT	TOTAL PRICE
1	8-Inch Watermain In-Situ Cleaning, Televising and Cured-in-Place Pipe Lining (per Specification Section 02611)	Foot	1790	\$ 99.00	\$ 177,210.00
2	Removal and Replacement of 8-inch Gate Valves in Existing Vaults	Each	2	\$ 5,700.00	\$ 11,400.00
3	Fire Hydrant with Auxiliary Valve and Box – Removal and Replacement	Each	5	\$ 17,250.00	\$ 86,250.00
4	Access Points for Watermain Cleaning, Pre and Post Lining Televising, and In-Situ Cured-in-Place Pipe Lining	Lump Sum	1	\$ 115,650.00	\$ 115,650.00
5	2-inch Type K Copper Pipe, Roundway and Corporation Stop for Pressure Testing	Each	3	\$ 1,100.00	\$ 3,300.00
6	1-inch Type K Copper Pipe, Roundway and Corporation Stop for Chlorination Sampling	Each	3	\$ 750.00	\$ 2,250.00
7	Silt Fence	Foot	75	\$ 5.00	\$ 375.00
8	Portable Sediment Containment System	Lump Sum	1	\$ 475.00	\$ 475.00
9	Traffic Control per Specification Section 01000 and as noted on the Contract Drawing	Lump Sum	1	\$ 2,250.00	\$ 2,250.00
10	Dust and Mud Control per Specification Section 01000 and as Directed by the Engineer	Lump Sum	1	\$ 2,500.00	\$ 2,500.00
11	Repair of Existing Watermain Leaks/Breaks not caused by Contractor's Negligence	Each	1	\$ 5,000.00	\$ 5,000.00
12	Record Drawing Information	Lump Sum	1	\$ 2,800.00	\$ 2,800.00
13	Pre-Construction Video	Lump Sum	1	\$ 700.00	\$ 700.00
14	Mobilization	Lump Sum	1	\$ 18,300.00	\$ 18,300.00
	TOTAL		---	---	\$

SUBTOTAL BID AMOUNT FOR ADDITIVE ALTERNATE

(Written) Four Hundred and Twenty-eight Thousand, Four Hundred and Sixty Dollars and Zero Cents.

(\$ 428,460.00) (Figures)

TOTAL BASE BID AMOUNT AND ADDITIVE ALTERNATE FOR THE DETERMINATION OF THE LOWEST BASE BID AND ADDITIVE ALTERNATE:

(Written) Two Million, Three Hundred and Thirty-nine Thousand, Six Hundred and Eight Dollars and Zero Cents.

(\$ 2,339,680.00 (Figures)

NOTES APPLICABLE TO BID FORM AND CONTRACT

Note 1) TO BE CONSIDERED RESPONSIVE, BIDDER MUST SUPPLY PRICING INFORMATION FOR EVERY BID ITEM FOR BOTH OF THE BASE BID AND THE ADDITIVE ALTERNATE BID.

Note 2) THE OWNER RESERVES THE RIGHT TO REMOVE ANY BID ITEM FROM THE CONTRACT AWARD FOLLOWING DETERMINATION OF THE LOW BIDDER BASED UPON THE SUM OF ALL BID ITEMS.

Note 3) MATERIAL TESTING IS NOT A BID ITEM BUT SHALL BE INCLUDED AS INCIDENTAL TO VARIOUS BID ITEMS AS NOTED IN THE SPECIFICATIONS.

- 5) Bidder agrees that the work will be substantially completed and ready for final payment in accordance with Paragraph 15.06B1 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the times specified in the Agreement.
- 7) The following document is attached and made a condition of this Bid:

Required Bid Security in the form of 10% Bid Bond
(Certified Check or Bid Bond)

in the amount of 10% of Total Bid Amount
(Dollars or Percent)

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

Name: Fer-Pal Construction USA, LLC

Address: 1350 Gasket Drive

State: Elgin, IL, 60120

Telephone No.: (847)214-0103

Frank Garcea email: fgarcea@ferpalinfrastructure.com

BID BOND

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

BIDDER (Name and Address):

Fer-Pal Construction USA, LLC
1350 Gasket Dr.
Elgin, IL 60120

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

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, MI 48076

OWNER (Name and Address):

Lake County
18 N. County Street, 9th Floor
Waukegan, IL 60085

BID

Bid Due Date: March 10, 2021

Description (Project Name— Include Location): Bid No. 21025; Pekara Watermain Phase I and
Walmart Fire Loop Lining

BOND

Bond Number: TS8030610-4

Date: March 5, 2021

Penal sum Ten Percent of Tender Price----- Dollars 00/100 \$ 10% of Tender Amount
(Words) (Figures)

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

BIDDER

Fer-Pal Construction USA, LLC

SURETY

(Seal) The Guarantee Company of North America USA (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

Frank Garcea

Print Name

Treasurer

Title

Attest:

Signature Lucy Filice

Title

By:

Signature (Attach Power of Attorney)

Maria Suarez

Print Name

Attorney-In-Fact

Title

Attest:

Signature Tim O'Keefe

Title Facilities Technician II

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

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



PENAL SUM FORM

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



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint **Irene LeBlanc, Theresa Hedberg, Dina Amaro-Elias, Richard Longland, Paul Hollingworth, Yves Boilard, Benoit Phenix, Cheryl Best-Pope, Olga Iankine, François Forget, Nelson de Quintal, Chelsea Fish, Greg Forsythe, Korey Pettit, Maryse Bertrand, Kim Roberts, Bryan Kechnie, Thomas Mateo, Maria Suarez, Jennifer Love, Paul McAvoy, Justin Eccleston, Kiru Ratnasingam, James Harris, Fadi Mortada, Preya Prashad, Alexandre Khein, Cam Forbes, Candice Archer, Niki Jalali, Alex Campbell, Cheryl Morginn, Natalie Sanscartier, Sareena Atwal, Theresa Newton, Fernanda Demelo, Karamjit Kaur, Allen Babista** its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 26th day of May, 2020.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



Paul J. Brehm

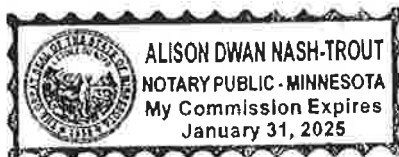
Paul J. Brehm, Senior Vice President

Chad A. Anderson

Chad A. Anderson, Senior Vice President Specialty

STATE OF MINNESOTA
Hennepin County

On this 26th day of May, 2020 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Alison Nash-Trout

I, Chad A. Anderson, Senior Vice President of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 5th day of March, 2021.

Chad A. Anderson

Chad A. Anderson, Senior Vice President Specialty

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Home Office, Southfield, Michigan
STATUTORY BALANCE SHEET
December 31, 2019

ASSETS

Cash and Short-Term Investments	\$192,027,637
Marketable Securities	72,284,897
Premium and Agents Balances (under 90 days)	6,238,920
Reinsurance Receivable on paid losses	1,288,257
Accrued Interest and Dividends	406,739
Net Deferred Tax Asset	1,996,697
Other Assets	<u>2,125,840</u>
Total Admitted Assets	<u>\$276,368,987</u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 17,536,734
Unearned Premium Reserve	25,473,072
Accrued Expenses	4,259,993
Ceded Reinsurance Premiums Payable	2,116,734
Taxes, Licenses and Fees Payable	255,260
Funds Held	10,074,035
Other Liabilities	<u>2,311,481</u>
Total Liabilities	<u>\$ 62,027,309</u>

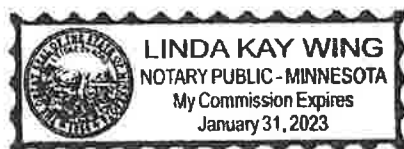
CAPITAL AND SURPLUS

Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>70,320,708</u>
Total Policyholders' Surplus	<u>\$214,341,678</u>
 Total Liabilities, Capital and Surplus	 <u>\$276,368,987</u>

State of Minnesota
County of Hennepin

T. Michael Miller being duly sworn, says: That he is the President of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2019.

Sworn to before me this 31st day of March 2020.



Notary

Linda Kay Wing

T. Michael Miller

T. Michael Miller, President

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

An Individual: By (Written) _____
(Typed) _____ (Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership: By _____ (Firm Name)

By (Written) _____

(Typed) _____ (General Partner)

Business Address: _____

Phone No.: _____

A Corporation: By Fer-Pal Construction USA, LLC (Corporation Name)

Michigan (State of Incorporation)

By (Written) _____

(Typed) Frank Garcea (Name of Person Authorized to Sign)

(Title) Treasurer (Corporate Seal)



Attest (Written) _____

(Typed) Gerry Ramsay, Secretary (Secretary)

Business address: 1350 Gasket Drive, Elgin, IL, 60120

Phone No.: (847)214-0103

A Joint Venture: By (Written) _____
(Typed) _____ (Name)

(Address)

By (Written) _____
(Typed) _____ (Name)

(Address)

Phone number and address for receipt of official communications:

Fer-Pal Construction USA, LLC

1350 Gasket Drive, Elgin, IL 60120

Tel: (847)214-0103 Fax: (847)214-0104

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

Sworn and subscribed to before me this

10th day of March, 20 21.



Penelope Pagone
Notary or other officer authorized to administer oaths

My commission expires: MAY 12, 2024

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

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

GENERAL

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

ARTICLE 1 – DEFINITIONS

SC 1.01.A.20.

Add the following language at the end of the definition entitled "ENGINEER":

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

ARTICLE 2 – PRELIMINARY MATTERS

SC 2.02.A.

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

No printed copies of the Contract Documents shall be furnished.

SC 2.03.A.3.

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

SC 2.04.

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

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

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

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

1. Project safety.

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC 4.01.

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

It is anticipated that the Notice to Proceed will be sent at the beginning of April 2021 and work will commence by early May 2021.

SC 4.04

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

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

ARTICLE 6 – BONDS AND INSURANCE

SC 6.01.D

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

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

Add the following Paragraph 6.01 G after Paragraph 6.01F

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

SC 6.03. - CONTRACTOR'S INSURANCE

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

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

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

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

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

Each Occurrence Limit	\$1,000,000
-----------------------	-------------

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

1. The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
2. To provide separate endorsements and to name as additional insureds:
 - a. Lake County, its officers, agents and employees, all members of Boards, Commissions, Committees, Trustees and Organizations of the County, all volunteers and members of volunteer organizations and other non-paid personnel, including college and high school interns, while acting on behalf of the County
 - b. Village of Vernon Hills.
 - c. Park West Condominium Home of Association
 - d. FirstService Residential

- e. Lake County's Consulting Engineer: RHMG Engineers
 3. To provide thirty (30) days notice, in writing, of cancellation or material change to the required insurance.
 4. The Contractor's insurance shall be primary in the event of a claim.
 5. Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Lake County Purchasing, 18 N County Street, Waukegan, IL 60085-4350.
- C. **Failure to Comply:** In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense thereof to the CONTRACTOR.

SC 6.05. - PROPERTY INSURANCE

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

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

1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultant, and any other persons or entities indicated below, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightening, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and other such perils or causes of loss as may be specifically required by these Supplementary Conditions. The form of policy for this coverage shall be //Completed Value// //Reporting//;
3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and
5. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC 7.02

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

‘...during regular working hours, Monday through Friday 7 AM – 7 PM, and CONTRACTOR will not permit the performance of Work...’

Add the following paragraph immediately after Paragraph 7.06O:

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

SC 7.08.

Revise Paragraph 7.08.A to read as follows:

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

SC 7.15.

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

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

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

SC 7.16.

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

Unless otherwise directed in the Technical Specifications, four (4) complete sets of Shop Drawings shall be submitted for review by the ENGINEER. Each submittal shall be identified by both a unique submittal number and the specification section and/or paragraph number most clearly describing the equipment to be reviewed. Unrelated equipment shall not be submitted under any one submittal number.

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

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC 9.13.

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

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

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

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC 10.01.

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

10.01.B When ENGINEER, ENGINEER'S CONSULTANT and/or OWNER (THEY) are on the project site to perform the duties and responsibilities as set forth in the General Documents, THEY will comply with CONTRACTOR'S safety plans, programs, and procedures. In the event THEY determine that CONTRACTOR's safety plans, programs, and procedures do not provide adequate protection for THEY, THEY may direct their employees to leave the Project site or implement additional safeguards for THEY's protection. If taken, these actions will be in furtherance of THEY's responsibility to their own employees only, and THEY will not assume any responsibility for protection of any other persons affected by the Work. In the event THEY observe situations which appear to have potential for immediate and serious injury to persons, THEY may warn the persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and THEY will not, by the issuance of any such warning, assume any

responsibility to issue future warnings or any general responsibility for protection of persons affected by the Work.

SC 10.03.

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

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

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

SC 11.01.

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

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

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

SC-11.04

Add the following after Paragraph 11.04.A:

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

SC 11.05.

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

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

SC 11.06.

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

SC 11.07.

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

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

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

SC 13.03.

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

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

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

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

SC 14.02.

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

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

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

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

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

SC 15.01.

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

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

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

SC 15.06.

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

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

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC 16.04.

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

ARTICLE 18 – MISCELLANEOUS

SC 18.01

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

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

SC 18.09.

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

18.09 Lien Waivers:

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

SC 18.10

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

18.10 Notice to Residents

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

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

SC 18.11

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

18.11 PREVAILING WAGE REQUIREMENTS

- A. This Project is subject to the requirements of the "Wages of Employees on Public Works (Prevailing Wage) Act (Illinois Revised Statutes, Chapter 48, Section 395-1 through 395-120." The Contractor shall comply with these requirements of the Act.
- B. In accordance with the Wage Determination of the Secretary of Labor, the Owner has adopted rates for various classifications of workmen on the Project. A copy of the wage rate is attached.
- C. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of Work which may be performed by an employee in any particular period of time.
- D. A copy of the wage determination shall be posted by the CONTRACTOR in a prominent place at the site of the Work where it can be easily seen by the employees.
- E. **Statement on Certified Payroll**

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

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

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

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

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

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

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

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

SC 18.12

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

18.12 EMPLOYEE CLASSIFICATION ACT

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

* * * END OF SUPPLEMENTARY CONDITIONS * * *

AGREEMENT

THIS AGREEMENT is by and between Lake County Public Works Department

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

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

ARTICLE 1 – WORK

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

Trenchless lining existing 6” and 8” DIP water main.

ARTICLE 2 – THE PROJECT

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

Project Name: Pekara Watermain Lining Phase 1 and Walmart Fire Loop Lining

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and payment.

A. The Work for Base Bid or Base Bid and Additive Alternate will be substantially completed within 180 (one hundred eighty) calendar days after the date when the Contract Times

commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 (two hundred ten) calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

ARTICLE 5 – CONTRACT PRICE

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

ARTICLE 6 – PAYMENT PROCEDURES

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

Progress Payments:

- 6.2 OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER each month during construction as provided below. All progress payments will be on the basis of the progress of Work measured by the schedule of values established in Paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number

of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Retainage:

- 6.2.1 After each Application for Payment has been found acceptable by OWNER, OWNER will pay 90% of the estimated value less any previous payments to CONTRACTOR until the Project is 50% complete. At 50% completion, further progress payments will be made in full to CONTRACTOR and no additional amounts will be retained unless ENGINEER determines that the character and progress of the Work is not proceeding satisfactorily. Amounts previously retained shall not be paid to CONTRACTOR. At 50% completion or any time thereafter when the character and progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed.
- 6.2.2 Upon Substantial Completion of the Work, the amount retained may be reduced. When the Work has been Substantially Completed, except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of OWNER are valid reasons for non-completion, OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

Final Payment:

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

ARTICLE 7 – PAYMENTS

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

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

1. This Agreement.
2. Performance Bond
3. Payment Bond.

4. General Conditions (Pages 1 to 66, inclusive).
5. Notice to Proceed, not attached hereto.
6. Supplementary Conditions (Pages SC-1 to SC-12, inclusive).
7. Wage Rates
8. Appendix Forms and Drawings
9. Specifications bearing the title “Technical Specification for Pekara Watermain Lining Phase 1 and Walmart Fire Loop Lining”, Project Number PW#2015.113 for the Lake County Public Works Department, Lake County, Illinois.
10. Drawings consisting of a cover sheet and sheets numbered 1 through 12, inclusive, with each sheet bearing the following general title: Pekara Watermain Lining Phase 1 and Walmart Fire Loop Lining, Lake County Public Works Department.
11. All Addendum inclusive.
12. Exhibits to this Agreement (enumerated as follows):

- a. Contractor’s Bid

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

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

10.05 Other Provisions

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

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of the contract or other legally available remedies.
2. That, if it hires additional employees in order to perform this Contract, or any portion thereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age marital status, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the

CONTRACTOR's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with CONTRACTOR in its efforts to comply with such Act and Rules and Regulations, CONTRACTOR will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. That it will abide by "The Veterans Preference Act, 330 ILCS 55/1" which in part provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..." and the Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
8. That it will include verbatim or by reference the provisions of Paragraphs 1 through 8 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor; and that it will also include the provisions of Paragraphs 1,5,6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, CONTRACTOR will be liable for such compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event that any Subcontractor fails or refuses to comply therewith. In addition, no CONTRACTOR will utilize any Subcontractor declared by the Commission to be nonresponsible and therefore ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

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

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

Attest:

(CONTRACTOR)

(Signature)

(Signature)

Address for giving notices:

(Typed Name and Title)

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

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

Attest:

Lake County, IL

(OWNER)

(Signature)

(Signature)

Address for giving notices:

RuthAnne Hall
Purchasing Agent

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