

INVITATION FOR BID
BID DOCUMENTS AND SPECIFICATIONS
BID NUMBER # 21043
Route 83 Force Main Realignment

PW# 2020.018

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

PROJECT MANUAL

PROJECT NAME: Route 83 Force Main Realignment
PROJECT NUMBER: PW# 2020.018

LAKE COUNTY PUBLIC WORKS DEPARTMENT
LAKE COUNTY, ILLINOIS

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Lake County, Illinois

**INVITATION TO BID
BID NUMBER 21043**

Date: April 15, 2021

Project Name: Route 83 Force Main Realignment

Project Description: Removal of existing force mains and valves and consolidation of force mains and valves in cast in place concrete vault.

GENERAL REQUIREMENTS: Contractors are to submit sealed bids.

SITE VISITS Contractors to visit site on their own due to COVID -19.

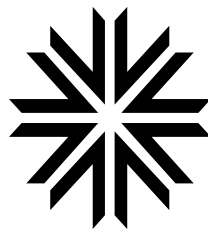
PRE-BID CONFERENCE: March 30, 2021 2:00 PM
Due to COVID-19 will be conducted via a Zoom Meeting
Go to Purchasing Portal for call in information.

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

DUE DATE: April 15, 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 Bids may be modified or withdrawn prior to the time specified for the opening of bids.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 #21043 / Route 83 Force Main Realignment

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

1. Go to www.lakecountypurchasingportal.com
2. Click on the Bid Number: 21043
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 Thursday April 15, 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: 21043
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. 21043	Vendor Name:
Buyer: Yvette Albarran	
Bid Description: Rte 83 Force Main Realignment	Deliver to: Lake County ATTN: PURCHASING DIVISION 18 N. County Street – 9 th Floor Waukegan, IL 60085
Bid Due Date: April 15, 2021	

Bid No. 21043	Vendor Name: IHC Construction Companies, LLC 385 Airport Rd., Suite 100 Elgin, IL 60123
Buyer: Yvette Albarran	
Bid Description: Rte 83 Force Main Realignment	Deliver to: Lake County ATTN: PURCHASING DIVISION 18 N. County Street – 9 th Floor Waukegan, IL 60085
Bid Due Date: April 15, 2021	



Addendum Acknowledgement

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

ADDENDUM #	SIGNATURE
1	

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

Bid Number: 21043

Company Name: IHC Construction Companies, LLC

Authorized Representative:

Authorized Representative: 
Signature
Lawrence C. Creadon, Agent

Print

Date: 04/12/2021

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@lakecountyil.gov prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

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

Dayna Boekenhauer

From: Dayna Boekenhauer
Sent: Monday, April 12, 2021 2:32 PM
To: purchasing@lakecountyil.gov
Cc: utility@ihcconstruction.com
Subject: Addendum #1_Bid No. 21043-IHC Construction Companies, LLC
Attachments: Addendum #1 _ Executed_Bid # 21043 Lake County Purchasing_04122021.pdf

Good afternoon-

Please see the attached executed Addendum #1.

Make it a great day!

Dayna Boekenhauer

Office Manager Utility Division



Direct Tel: 847-841-7770

Fax: 847-289-3650

Email:dboekenhauer@ihcconstruction.com

BID FORM

BID NUMBER: 21043

PROJECT NAME: Route 83 Force Main Realignment

Project Number: PW#2020.018

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)

	BID #21043			BID FORM		4/15/2021
	ROUTE 83 FORCE MAIN REALIGNMENT					
	LCPW Project #2020.018					
	BASE BID					
ITEM	DESCRIPTION	Unit	Quantity	Unit Price		Total Price
1	Preconstruction Video Recording	LSUM	1		\$	
2	Traffic Control and Protection	LSUM	1		\$	
3	Mobilization	LSUM	1		\$	
4	Force Main (Open Cut) 8-inch PVC, RJT	LIN FT	45		\$	
5	Force Main (Open Cut) 10-inch PVC, RJT	LIN FT	5		\$	
6	Valve Vault	LSUM	1		\$	
7	Insertion Valve Vault, 5' Diameter	EACH	1		\$	
8	Insertion Valve, 8-inch	EACH	1		\$	
9	Connect to Existing Force Main (Non Pressure)	EACH	4		\$	
10	Abandonment of Existing Force Mains and Appurtenances	LSUM	1		\$	
11	Erosion and Sedimentation Control Silt Filter Fence	LIN FT	90		\$	
12	Erosion and Sedimentation Control Inlet Protection Filter	EA	2		\$	
13	Restoration of Lawns and Parkways	LSUM	1		\$	
14	Temporary Bypass System	LSUM	1		\$	
15	Removal and Replacement of Unsuitable Material	CUYD	10		\$	
16	Soil Tests for Contaminants	EACH	2		\$	
17	Pumping and Disposal of Sewage	LSUM	1		\$	
18	Contaminated Waste Disposal	TON	10		\$	
		TOTAL BASE BID AMOUNT ITEMS 1 TO 18			\$	

NOTES APPLICABLE TO BID FORM AND CONTRACT

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

Note 2) LOWEST BID DETERMINED ON BASE BID.

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

Note 4) SEE SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS FOR WORK, MATERIALS, ETC INCLUDED IN EACH BID ITEM.

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

(written) _____

(\$ _____ (figures))

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

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

in the amount of TEN PERCENT (10%)
(Dollars or Percent)

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

Name: IHC Construction Companies, LLC

Address: 385 Airport Rd., Suite 100 Elgin, IL 60123

State: Illinois

Telephone No.: 847-742-1516

- 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.: _____

Limited Liability Company

A Corporation:

By IHC Construction Companies, LLC LLC
(Corporation Name)

Organized in the State of Illinois-12/01/2001 (State of Incorporation)

By (Written) 

(Typed) Walter P. Dwyer (Name of Person Authorized to Sign)

(Title) Chief Operating Officer (Corporate Seal)

Attest (Written) 

(Typed) Ronald F. Marshall, Assistant (Secretary)

Business address: 385 Airport Rd., Suite 100

Elgin, IL 60123

Phone No.: 847-742-1516

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

(Address)

By (Written)
(Typed) (Name)

(Address)

Phone number and address for receipt of official communications:

847-742-1516

IHC Construction Companies, LLC 385 Airport Rd., Suite 100 Elgin, IL 60123

(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

15th day of April, 20 21.



Dayna Page Boekenhauer
Notary or other officer authorized to administer oaths

My commission expires: 11/12/2022

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.

BID BOND

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

BIDDER (Name and Address):

IHC Construction Companies, L.L.C.
385 Airport Road, Suite 100
Elgin, IL 60123

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

Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606

OWNER (Name and Address):

Lake County Department of Public Works
18 N. County Street, 9th Floor
Waukegan, IL 60085

BID

Bid Due Date: April 15, 2021

Description (Project Name— Include Location): Route 83 Force Main Realignment, PW# 2020.018

BOND

Bond Number: N/A

Date: April 15, 2021

Penal sum Ten Percent of the Amount of Bid----- \$ 10%

(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

IHC Construction Companies, L.L.C. (Seal)
Bidder's Name and Corporate Seal

SURETY

Continental Casualty Company (Seal)
Surety's Name and Corporate Seal

By:

Signature

WALTER P. DWYER

Print Name

CHIEF OPERATING OFFICER

Title

Attest:

Signature

By:

Signature (Attach Power of Attorney)

Courtney A. Flaska

Print Name

Attorney In Fact

Title

XXXX:

Signature

Title RONALD F. MARSHALL, ASST SECRETARY Title Witness

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

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

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.

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

SS:

On this **15th day of April, 2021**, before me personally appeared **Courtney A. Flaska**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of Continental Casualty Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: **06/23/21**



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

J S Pohl, James L Sulkowski, Carol A Dougherty, R B Schutz, Christine Eitel, Sherene L Hemler, Lucianne Bischoff, Mike Pohl, Kirk Liskiewitz, Courtney A Flaska, Samantha Bradtke, Brien Spoden, Individually

of Schaumburg, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 8th day of April, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 8th day of April, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 15th day of April, 2021



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

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:

Removal of existing force mains and valves and consolidation of force mains and valves in cast in place concrete vault.

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: Route 83 Force Main Realignment

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

- 4.02 Days to Achieve Substantial Completion and payment.
- A. The Work will be substantially completed within 90 (ninety) 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 120 (one hundred twenty) 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 \$500 (five hundred) 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 \$750 (seven hundred fifty) 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. Project Manual, Specifications and Exhibits bearing the Project Name "Route 83 Force Main Realignment, Project Number PW# 2020.018 for the Lake County Public Works Department, Lake County, Illinois.
10. Drawings consisting of a Cover Sheet and sheets numbered G-1, C-1, C-2, S-1, S-2, and M-1, inclusive, with each sheet bearing the following general title: Sanitary Sewer System Improvements Route 83 Force Main Realignment.
11. All Addendum inclusive.
12. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid
- b. Documentation submitted by CONTRACTOR prior to Notice of Award (Pages _____ to _____, inclusive), Identified as Exhibit B / IF APPLICABLE.

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.)

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 end of June 2021 and work will commence in July 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 the IDOT Individual Utility Permit Bond.

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

1. The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
2. To provide separate endorsements and to name as additional insureds:
 - a. Lake County, its officers, agents and employees, all members of Boards, Commissions, Committees, Trustees and Organizations of the County, all volunteers and members of volunteer organizations and other non-paid personnel, including college and high school interns, while acting on behalf of the County
 - b. Lake County's Consulting Engineer: Baxter & Woodman, Inc.
 - c. Consulting Engineer's sub Consultants: Not applicable
 - d. Illinois Department of Transportation

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 * * *

LAKE COUNTY, ILLINOIS
PUBLIC WORKS DEPARTMENT

CONTRACTOR'S CERTIFICATE FOR PARTIAL PAYMENT #1

STATE OF Illinois) SS
COUNTY OF Lake)

PW# 2020.018
Boss# 104064
PO#

The Affiant _____ being first duly sworn, on oath deposes and says that (s)he is the _____ of _____ who is the contractor engaged by the Lake County, Illinois, Public Works Department, for the construction of the Route 83 Force Main Realignment; that to the best of their knowledge and belief, all items, units, quantities, and prices of work and material shown on the attached sheet(s) of the Estimate for Partial Payment are correct and that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract between the Contractor and the Owner, and all authorized changes, thereto; that the following is a full, true, and correct statement of the contract account up to and including the last day of the period covered by this estimate; that Waivers of Lien for all materials will be furnished upon demand.

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

Signed: _____ Date: _____
Name - title

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

SEAL

_____ Notary Public

CERTIFICATE OF PROJECT ENGINEER

I certify that I have verified the Estimate and to the best of my knowledge and belief it is a full, true, and correct statement of work performed and materials supplied; that all have been performed in full accordance with the terms and conditions of the Construction Contract and any authorized changes, thereto.

Signed: _____
Name: Tom Miles Date: _____

CERTIFICATE OF ENGINEERING SUPERVISOR

I certify that I have verified the Estimate and to the best of my knowledge and belief it is a full, true, and correct statement of work performed and materials supplied; that all have been performed in full accordance with the terms and conditions of the Construction Contract and any authorized changes, thereto.

Signed: _____
Name: Brittany Sloan Date: _____

OWNER'S APPROVAL

Austin McFarlane
Interim Director

Date: _____