

## **AGREEMENT**

**THIS AGREEMENT** is by and between Lake County Public Works Department  
(hereinafter called OWNER) and Construction Product Marketing  
(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:

This project is to conduct a field investigation and evaluation of the two (2) 16-inch force mains, approximately a total of 7,000 LF in length that deliver sewage from the Vernon Hills West Pump Station to the New Century Town Water Reclamation Facility in Vernon Hills.

### **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: Vernon Hills West Pump Station – Force Main Analysis

### **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 ninety 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 one hundred and four 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 United States 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 United States 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 \$ \$241,600.00.
- 5.2 External Pipeline Inspection and Restoration in Lawn and Parkway Areas
- a. The Contractor shall be responsible furnishing all labor, materials, equipment, all excavation, dewatering, deposit of spoils, inspection of the pipeline, backfilling, restoration of the disturbed surface areas to its original or better condition, tree/structure protection, mud control, furnishing or installing fencing or barricades for the protection of persons and property, and all necessary work for completion of the External Pipeline Inspection and Restoration in Lawn and Parkway Areas. Grass restoration shall be a minimum of 4" topsoil, IDOT CL2/2a Seed and blanket. Attached LCPW Pipe Bedding Trench Backfill detail Exhibit A shall be used.
  - b. Measurement: External Pipeline Inspection and Restoration in Lawn and Parkway Areas at each location to be paid for shall be measured by the lineal foot along the horizontal projection of the centerline of the sanitary sewer up to 8 feet (length), and the lineal foot perpendicular to the centerline of the sanitary sewer up to 3 feet (width) on each side of the sewer.
  - c. Unit: The unit of the External Pipeline Inspection and Restoration in Lawn and Parkway Areas to be paid for is Square Yard.
  - d. Payments: The Owner will pay for the work performed in Section 5.2.a at the price quoted in the Contractor's proposal dated October 1, 2020, which includes an excavation depth less than or equal to 8 feet per pit. The total quantity in this proposal is 200 SY. Anything deeper than 8 feet shall be paid for an additional of twenty-eight dollars (\$28) per square foot per vertical foot per pit.
- 5.3 External Pipeline Inspection and Restoration in Paved Areas
- a. All efforts shall be made to avoid performing External Pipeline Inspection and Restoration in Paved Areas.
  - b. The Contractor shall be responsible furnishing all labor, materials, equipment, all excavation, dewatering, deposit of spoils, inspection of the pipeline, trench backfill/flowable fill, restoration of the disturbed pavement, tree/structure protection, mud control, pavement cleaning, any temporary roadways, ramps or staging areas, furnishing or installing fencing or barricades for the protection of persons and property, and all other necessary work for completion of the External Pipeline Inspection and Restoration in Paved Areas. The trench backfill shall be flowable fill. The pavement thickness to be replaced shall match the existing pavement. Pavement material requirements shall be referred to the Village of Vernon Hills. Attached LCPW Pipe Bedding Trench Backfill detail Exhibit A shall be used.
  - c. Measurement: External Pipeline Inspection and Restoration in Paved Areas at each location to be paid for shall be measured by the lineal foot along the horizontal projection of the centerline of the sanitary sewer up to 8 feet (length), and the lineal foot perpendicular to the centerline of the sanitary sewer up to 3 feet (width) on each side of the sewer.
  - d. Unit: The unit of the External Pipeline Inspection and Restoration in Paved Areas to be paid for is Square Yard.
  - e. Payments: The Owner will pay for the work performed in Section 5.3.a at the price quoted in the Contractor's proposal dated October 1, 2020, which includes an excavation depth less

than or equal to 8 feet per pit. The total quantity in this proposal is 100 SY. Anything deeper than 8 feet shall be paid for an additional of twenty-eight dollars (\$28) per square foot per vertical foot per pit. If flowable fill is required, the Owner will pay for an additional of \$2,500.00 per pit in paved areas.

## ARTICLE 6 – PAYMENT PROCEDURES

- 6.1 CONTRACTOR shall submit Applications for Payment in accordance with 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, with Exhibit A
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 “Request for Proposal #21001 Vernon Hills West Pump Station Force Main Analysis for Lake County, IL”, Vernon Hills West Pump Station – Force Main Analysis, Project Number PW# 2020.109 for the Lake County Public Works Department, Lake County, Illinois and consisting of 33 pages.
10. All Addendum inclusive.
11. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor’s Proposal (Page 1 to 15) dated October 1, 2020.
12. 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.

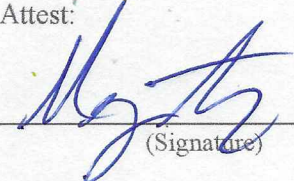
2. That, if it hires additional employees in order to perform this Contract, or any portion thereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will 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:  
  
\_\_\_\_\_  
(Signature)

Address for giving notices:

3815 E Grove St  
Unit #4  
Phx, AZ 85040

Construction Product Marketing  
(CONTRACTOR)  
  
\_\_\_\_\_  
(Signature)

Mike Ambroziak, managing partner  
(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:  
\_\_\_\_\_  
  
\_\_\_\_\_  
(Signature)

Address for giving notices:

Lake County, IL  
  
(OWNER)  
  
\_\_\_\_\_  
(Signature)

RuthAnne Hall  
Purchasing Agent

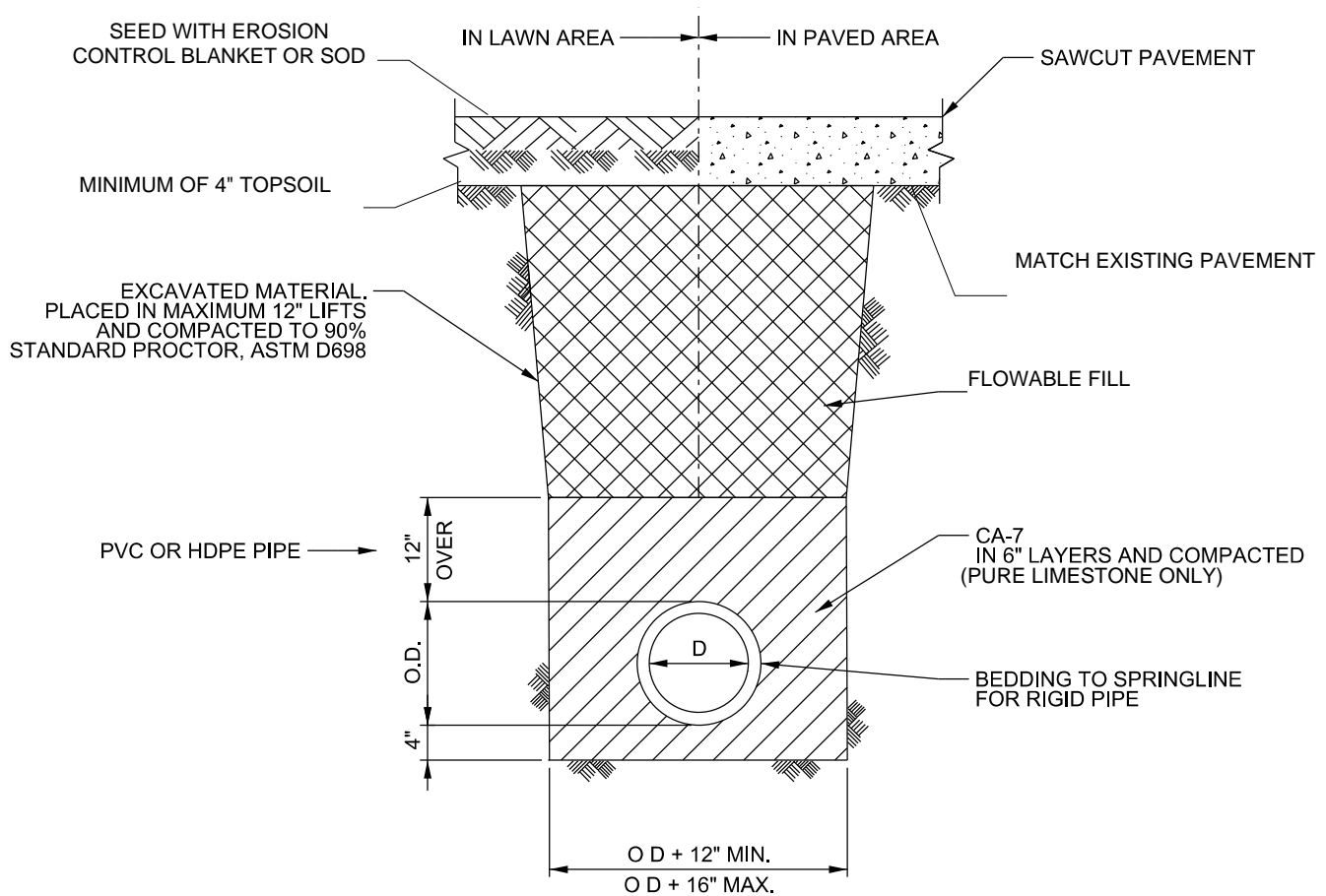
---

---

---

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

# Exhibit A



## NOTES:

- 1) THIS DETAIL HAS BEEN MODIFIED TO MEET THE REQUIREMENTS OF VERNON HILLS
- 2) NO EXCAVATIONS ARE ALLOWED IN PAVED AREAS WITHOUT PRIOR WRITTEN CONSENT FROM LCPW.