Please note the submission location is:

**Lake County**
Attn: Purchasing Division
18 N. County Street – 9th Floor
Waukegan, IL 60085-4350

Contact information for Lake County Purchasing is:

**Purchasing Division**
Phone: (847) 377-2254
Fax (847) 984-5889
Email: purchasing@lakecountyil.gov

---

<table>
<thead>
<tr>
<th>Bid No.</th>
<th>Vendor Name: _____________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>19075</td>
<td>Lake County</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Buyer:</th>
<th>ATTN: PURCHASING DIVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stacy Davis-Wynn</td>
<td>18 N. County Street – 9th Floor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Description:</th>
<th>18 N. County Street – 9th Floor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Ordering Contracting for Lake County</td>
<td>Waukegan, IL 60085-4350</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Due Date*:</th>
<th>May 7, 2019 at 11:00 a.m. CST</th>
</tr>
</thead>
</table>

*Please note: Responses are due at the 9th floor reception desk and shall be time stamped by 11:00 a.m. CST on the required due date. Please allow sufficient time for parking, passing through security and arriving at the 9th floor.*
The following sections, including the cover sheet, shall be considered integral of this solicitation.

**BID INDEX**

A. Invitation to Bid Form  
B. Price Sheet  
C. Base Bid Price Affidavit  
D. Bid Terms & Conditions  
E. Schedule of Events  
F. Intent  
G. Instructions to Bidders  
H. General Conditions Relating to the Contract  
I. JOC Supplemental Conditions  
J. Labor Statutes, Records and Rates  
K. Lake County Prevailing Wages for **May 2019** & Explanations  
L. General Information Sheet  
M. Bidder Qualification Form  
N. Firm References  
O. Addendum Acknowledgement  
P. Sustainability Statement  
Q. Vendor Disclosure  
R. Addendum Acknowledgement

**EXHIBITS**

A. Construction Task Catalog®  
B. Technical Specifications
SUBMISSION INFORMATION
INVITATION TO BID
Lake County
Attn: Purchasing Division
18 N. County St. 9th Floor
Waukegan, IL 60085
(847) 377-2929
purchasing@lakecountyil.gov

INVITATION# : 19075
BID OPENING DATE: May 7, 2019
TIME: 11:00 a.m. Local Time
LOCATION: Lake County Purchasing Division
Submit one (1) original and one (1)
unprotected electronic version

INVITATION TO BID BIDDER INFORMATION

Company Name: ________________________________
Address: ______________________________________
City, State, Zip Code: ___________________________

Access Bid Results
http://www.lakecountyil.gov

ISSUANCE DATE: April 5, 2019
BUYER: Stacy Davis-Wynn

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

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

THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED.

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

Authorized Signature: ____________________________
Printed Name: _________________________________
Title: ________________________________
Email Address: ________________________________

Company Name: ________________________________
Date: ________________________________
Telephone Number: ________________________________
Fax Number: ________________________________
Bidder Company Name: __________________________________________________________

Point of Contact: ________________________________________________________________

OFFER
Having examined the Invitation to Bid, including its Exhibits, we the undersigned entity hereby offer to enter into a Contract to perform the Tasks required by each individual Job Order using the following Adjustment Factors:

The Bidder shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors will result in the Bid being deemed non-responsive.

<table>
<thead>
<tr>
<th>Adjustment Factor Name</th>
<th>Adjustment Factor Bid</th>
<th>X Multiplier</th>
<th>= Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Adjustment Factor for Unrestricted Environment, Normal Working Hours</td>
<td>___ . ___ ___ ___ ___</td>
<td>X 0.50</td>
<td>= ___ . ___ ___ ___</td>
</tr>
<tr>
<td>2. Adjustment Factor for Unrestricted Environment, Other than normal working hours</td>
<td>___ . ___ ___ ___ ___</td>
<td>X 0.20</td>
<td>= ___ . ___ ___ ___</td>
</tr>
<tr>
<td>3. Adjustment Factor for Restricted Environment, Normal Working Hours</td>
<td>___ . ___ ___ ___ ___</td>
<td>X 0.10</td>
<td>= ___ . ___ ___ ___</td>
</tr>
<tr>
<td>4. Adjustment Factor for Restricted Environment, Other than normal working hours</td>
<td>___ . ___ ___ ___ ___</td>
<td>X 0.10</td>
<td>= ___ . ___ ___ ___</td>
</tr>
<tr>
<td>5. Adjustment Factor for Non-Pre-priced Tasks</td>
<td>___ . ___ ___ ___ ___</td>
<td>X 0.10</td>
<td>= ___ . ___ ___ ___</td>
</tr>
</tbody>
</table>

Add all the Total amounts in the right column.

The Sum of these Total amounts is the Award Criteria Figure. = ___ . ___ ___ ___ ___
Notes to Bidder:

- Specify lines 1 through 6 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

- The Unrestricted Environment, Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Unrestricted Environment, Normal Working Hours Adjustment Factors.

- The Restricted Environment, Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Restricted Environment, Normal Working Hours Adjustment Factors.

- The Non-Pre-priced Adjustment Factor must be greater than or equal to 1.0000.

- The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the lowest base bid price (Award Criteria Figure).

- When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

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

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

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

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

**PROJECT SCOPE DOCUMENTS**
We have read and understand all documents contained within the Invitation for Bid, including all its Exhibits. This Bid complies with the Invitation for Bid.
(This Affidavit must be executed)

STATE OF ____________________________________________

COUNTY OF __________________________________________

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

Signed: ______________________________________________

Printed Name: _________________________________________

Title: _________________________________________________

Name of Company: ______________________________________

Sworn to and subscribed before me this ________day______________, 20____.

______________________________________________________  (Notary Seal)

Notary Public, State of _________________________________

My Commission Expires: ________________________________
LAKE COUNTY - INVITATION FOR BIDS: TERMS AND CONDITIONS

1. AUTHORITY. This Invitation for Bids is issued pursuant to applicable provisions of the Lake County Purchasing Ordinance.

2. BID OPENING. Sealed Bids will be received at the Lake County Purchasing Division until the date and time specified at which time they shall be opened in public. Late Bids shall be rejected and returned unopened to the sender. Lake County (“County of Lake” or “County” or “Owner”) does not prescribe the method by which Bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the Bids.

3. BID PREPARATION. Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn within the time specified for the opening of Bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the Bid. The Bid shall include the legal name of the Bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Bidder to a contract. Name of person signing should be typed or printed below the signature.

4. BID ENVELOPES. Envelopes containing Bids must be sealed and addressed to the County of Lake Purchasing Division The name and address of the Bidder and the Invitation Number must be shown in the upper left corner of the envelope.

5. ERRORS IN BIDS. Bidders are cautioned to verify their Bids before submission. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened. In case of error in the extension of prices in the Bid, the unit prices will govern.

6. RESERVED RIGHTS. The County of Lake reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all Bids or any portion thereof, or to accept an alternate Bid. The County reserves the right to waive any immaterial defect in any Bid. Unless otherwise specified by the Bidder or the County, the County has one hundred twenty (120) days to accept the Bid. The County may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

7. INCURRED COSTS. The County will not be liable for any costs incurred by Bidders in replying to this Invitation for Bids.

8. AWARD. It is the intent of the County to enter into one or more Contract(s) with the lowest responsive and responsible Bidder(s). The County reserves the right to determine the lowest responsive and responsible Bidder(s) on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. The determination of which Bids are responsive and responsible will include the following factors (where applicable): (a) adherence to all conditions and requirements of the Bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. PRICING. The Adjustment Factors applied to the unit prices in the Construction Task Catalog® is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

10. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

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

12. SPECIFICATIONS. Reference to brand names and numbers is descriptive, but not restrictive, unless specifically specified. Bids on equivalent items will be considered, provided the Bidder requests authorization for desired substitution by RFI in advance of the County's addendum issuance due date. Bidder shall clearly state exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specified otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is responsive, including whether it is equivalent to and meets the standard of quality indicated by the brand name and number.

13. SAMPLES. Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the Bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with Bidder's name, invitation number, item reference, manufacturer's brand name and number.

14. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS. Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the Invitation to Bid. Interpretations, corrections and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a Bid that all addenda have been received and acknowledged in the Bid.

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

16. DEFAULT. Time is of the essence for this project and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate any contract resulting from this Invitation to Bid by notice effective when received by the Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the contracted Bidder with any or all losses incurred. The County shall be entitled to recover its attorney's fees and expenses in any successful action by the County to enforce any such contract resulting from the Invitation to Bid.

17. INSPECTION. Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed free of expense of, the Bidder promptly after rejection.

18. WARRANTY. Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this Invitation to Bid, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.

19. REGULATORY COMPLIANCE. Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

20. EQUAL EMPLOYMENT OPPORTUNITY. Bidder shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Bidder shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

21. ROYALTIES AND PATENTS. Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

22. LAW GOVERNING. This contract shall be governed by and construed according to the laws of the State of Illinois.

END OF TERMS AND CONDITIONS
<table>
<thead>
<tr>
<th>Time (CST)</th>
<th>Date</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>2:00 PM</td>
<td>April 25, 2019</td>
<td>Deadline for submissions of Requests for Clarifications</td>
<td>Submit questions on Lake County’s website at: <a href="http://www.lakecountypurchasingportal.com">www.lakecountypurchasingportal.com</a> or via email at <a href="mailto:purchasing@lakecountyil.gov">purchasing@lakecountyil.gov</a></td>
</tr>
<tr>
<td>11:00 AM</td>
<td>May 7, 2019</td>
<td>Bid Opening</td>
<td>Lake County Purchasing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>18 N. County Street, 9th Floor</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Waukegan, Illinois 60085-4350</td>
</tr>
<tr>
<td>3:00 PM</td>
<td>May 7, 2019 - May 21, 2019</td>
<td>Bid Evaluation</td>
<td>Lake County Purchasing</td>
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<td></td>
<td></td>
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<td>18 N. County Street, 9th Floor</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Waukegan, Illinois 60085-4350</td>
</tr>
<tr>
<td>9:00 AM</td>
<td>June 11, 2019</td>
<td>Contract Award (anticipated)</td>
<td>Lake County Board Meeting</td>
</tr>
<tr>
<td>TBD</td>
<td>June 18, 2019</td>
<td>Post meeting (Outreach)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

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

The County seeks to award one (1) or more, with a maximum of three (3), Job Order Contracts (JOC) to qualified licensed general contractors to provide for general construction on an as-needed basis at various Lake County facilities. JOC is a competitively bid, firm fixed priced, indefinite quantity contract. The Work includes a collection of tasks and related specifications that have pre-established unit prices. These tasks and related specifications are included in the Construction Task Catalog®. This Construction Task Catalog® was developed by the County and is based on the use of experienced labor and high-quality materials. All of the unit prices incorporate prevailing Lake County cost data. The labor prices are based on prevailing wages in the Lake County area, as determined by the Illinois Department of Labor. The CTC® also incorporates local activity, climate and geographic features.

The JOC concept also includes a provision for the establishment of prices for Work requirements which are within the general scope of Work but were not included in the Construction Task Catalog® at the time of Contract award. These tasks are referred to as "Non-Pre-priced Tasks". Non-Pre-priced (NPP) Tasks may require the establishment of specifications and drawings and may subsequently be incorporated into the Construction Task Catalog®.

JOC has been utilized by Lake County since 2009 to accomplish small to medium sized projects with a typical Job Order value within the range of $10,000 to $250,000. However, Job Orders in the $1,000 to $5,000 range are also common. Since the implementation of the County’s Job Order Contracting Program, the County has completed over 175 Job Orders.
1.0 Bid Submission:
Sealed Bids will be accepted until May 7, 2019 at 11:00 a.m., Lake County Purchasing, 18 N. County Street, 9th Floor, Waukegan, IL 60085

2.0 Submission Requirements:
   a. The bidder must complete, sign, and submit the "Invitation to Bid" form and subsequent price sheets and affidavit.
   b. The Bidder must complete, sign and submit the General Information form.
   c. The Bidder must complete, sign and submit the Bidder Qualification Form
   d. The Bidder must complete and submit the Firm References form.
   e. The Bidder must provide the Addendum Acknowledgement form.
   f. The Bidder must provide the Sustainability Statement.
   g. The Bidder must provide bid security in accordance with these specifications.

3.0 Additional Information:
Should the Bidder require additional information about this Bid, please submit questions on our website at http://lakecountypurchasingportal.com by selecting the Bid number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to the Bid opening date. Any and all changes to these specifications are valid only if they are included by written addendum to all Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the Bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Bidder to improperly submit a Bid.

4.0 Addendum Acknowledgement:
Any and all changes to the specifications and terms and conditions of this Bid are valid only if they are included by addendum issued by Lake County Purchasing. The Bidder shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. It is the Bidder’s responsibility to check for addendums, posted on the website at http://lakecountypurchasingportal.com prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

5.0 Vendor Disclosure Statement
This disclosure statement is being filed in accordance with the Lake County Ethics Ordinance and Lake County Purchasing Ordinance. Effective January 2019 the Lake County Board implemented a Vendor Disclosure Statement Policy, which require vendors to disclose any familial relationships between a Lake County elected official, department director, deputy director, manager and owners, principals or officers of the vendor’s company as well as campaign contributions to County elected officials.

6.0 Definitions:
   6.1 Unit Price shall mean: the price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
   6.2 Invitation to Bid shall mean: this solicitation for Bids, inclusive of all Exhibits, which Exhibits include the Scope of Work and all other specifications relevant to this project.
   6.3 County shall mean: "Lake County, State of Illinois" or “County of Lake.”
   6.4 Bidder shall mean: an entity providing by 11:00 a.m. on May 7, 2019 a Bid in response to this Invitation to Bid.
   6.5 Contract shall mean: the entirety of the agreement between Lake County and the selected Bidder with respect to this project. That is, upon acceptance by Lake County of a Bid, which acceptance shall include Lake County’s selection of
Alternates therein, the Invitation to Bid together with the selected Bid will form an agreement between Lake County and the selected Bidder, which agreement constitutes, and is referred to herein as, the Contract. The Contract is subject to future mutual amendment.

6.6 **Contractor** shall mean: the Bidder, once the Contract is formed.

6.7 **Provide** shall mean: the work complete, in place, ready for use, including all labor, materials, equipment and services.

6.8 **Responsive Bid** shall mean: a Bid which conforms in all material respects to the requirements set forth in the Invitation to Bid.

6.9 **Value Engineering** shall mean: the process of analyzing the designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety. Opportunities identified by Bidders, including the proposed substitution of less expensive materials or systems for those initially suggested, should be limited to those that preserve these basic objectives and which do **NOT** adversely impact overall project size or scope.

6.10 **Adjustment Factor** shall mean: a competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.

6.11 **Award Criteria Figure** shall mean: the amount determined in the Award Criteria Figure Calculation section of the Invitation for Bid price sheet, which is used for the purposes of determining the lowest Bid.

6.12 **Base Term** - The initial period of the Contract and does not include any Option Terms.

6.13 **Construction Task Catalog®** shall mean: a comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.

6.14 **Detailed Scope of Work** shall mean: a document setting forth the work the Contractor is obligated to complete for a particular Job Order.

6.15 **Job Order** shall mean: a written order issued by the Owner, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. A project may consist of one or more Job Orders.

6.16 **Job Order Completion Time** shall mean: the time within which the Contractor must complete the Detailed Scope of Work.

6.17 **Job Order Amount** shall mean: the value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

6.18 **Job Order Price Proposal** shall mean: a price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non-Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.

6.19 **Proposal Package** shall mean: a set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors; (d) Construction schedule; and (e) other requested documents.

6.20 **Joint Scope Meeting** shall mean: a site meeting to discuss the work before the Detailed Scope of Work is finalized.

6.21 **Maximum Contract Value** shall mean: the maximum value of Job Orders that the Contractor may receive under this Contract.

6.22 **Minimum Contract Value** shall mean: the minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.

6.23 **Non-Pre-priced Task** shall mean: a task that is not set forth in the Construction Task Catalog®.

6.24 **Normal Working Hours** shall mean: the hours from 6:00 a.m. to 4:30 p.m. Monday through Friday, except for County holidays.

6.25 **Notice to Proceed** shall mean: a written notice issued by the Owner directing the Contractor to proceed with construction activities to complete the Job Order.

6.26 **Option Term** shall mean: an additional period of time beyond the Contract Term which extends the termination date of the Contract.
6.27 **Other than Normal Working Hours** shall mean: the hours of 4:30 p.m. to 6:00 a.m. Monday through Friday and all-day Saturday, Sunday, and Owner Holidays.

6.28 **Pre-priced Task** shall mean: a task described in, and for which a Unit price is set forth in, the Construction Task Catalog®.

6.29 **Project** shall mean: the collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.

6.30 **Request for Price Proposal (RFPP)** shall mean: a written request to the Contractor to prepare a Price Proposal for the Detailed Scope of Work referenced therein.

6.31 **Restricted Environment** shall mean: as an environment in which the Contractor’s construction operations are impacted and productivity is decreased due to the nature of the facility. Restricted environments include those Work sites in which the Contractor’s and subcontractor’s personnel must go through security checkpoints where the Contractor’s and subcontractor’s tools are subject to inspection and re-occurring inventory checks, work areas that must be cleaned more often than normal because patients and/or nursing home residents are present. Some portions of the following facilities that are considered to be Restricted Environments can include, but are not limited to, jails, courthouses, medical facilities in which patients are in the immediate vicinity of the Work and any other area the County deems to be a Restricted Environment. All additional costs associated with working in a Restricted Environment are included in the Contractor’s Adjustment Factor for Restricted Environments. Additional costs can include but are not limited to cost for multiple cleanings, cost for replacing workers do not pass security requirements, costs associated with lost time or decreased productivity.

6.32 **Supplemental Job Order** shall mean: a secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.

6.33 **Technical Specifications** shall mean: the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

6.34 **Unrestricted Environment** shall mean: those environments in which the Contractor’s construction operations are not impacted due to the nature of the facility. Unrestricted Environments allow access to the job site without the Contractor’s personnel and subcontractors having to go through security checkpoints where the Contractor’s and subcontractor’s tools are subject to inspection and reoccurring inventory checks, areas that do not have to be more often than normal because patients and/or nursing home residents are present.

6.35 **Work** shall mean all materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

7.0 **Responsive Bid**:

7.1 Bidders are hereby notified that any exceptions to the requirements of this Invitation to Bid may be cause for rejection of the Bid.

7.2 Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the Invitation to Bid. Interpretations, corrections and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a Bid that all addenda have been received and acknowledged in the Bid.

8.0 **Basis of Award**:

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

9.0 Contract Term:

9.1 This Contract is effective for a period of twelve (12) months from the date of award or the expenditure of the Maximum Term Value, whichever occurs first. The County shall have the option to extend the term of the Contract for four (4) additional Contract terms of twelve (12) months each for a total of five (5) terms. The extension of additional terms shall be from the expiration of previous term or until the achievement of the Maximum Value of the term, whichever occurs first.

9.2 Work ordered prior to but not completed by the expiration of any Contract term will be completed with all provisions of the Contract still in force. At the end of any contract term, Lake County reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

9.3 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

10.0 Bid Security:
Each Bid shall be accompanied by a security in the form of a bond. Acceptable forms of security which may be submitted are:
an executed surety bond issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-; cash; certified check or cashier’s check made payable to Lake County (not including personal or company checks, which are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the Lake County. Bond shall be an amount equal to at least fifty thousand dollars ($50,000), payable without condition to the County.

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

12.0 Contract Value

12.1 The Minimum Contract Value for this Contract is $50,000. The Contractor is guaranteed to receive the opportunity to perform Job Orders totaling at least $50,000 during the Base Term of the Contract.

12.2 The estimated value for each Contract is $2,000,000 per term, plus any carry-over amounts from a previous term(s). The Maximum Contract Value is $10,000,000.

12.3 The Contractor may be issued Job Orders totaling the estimated Annual Value during any term of the Contract. The Contractor is not guaranteed to receive this volume of Job Orders. It is merely an estimate. The Owner has no obligation to give the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.

13.0 Contractor Performance and Payment Bond
The successful Contractor(s) shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

13.1 A performance and payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to $2,000,000 as security for the faithful performance of the contract and for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of Work provided for in the contract.
13.2 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

13.3 If the cumulative amount of work issued exceeds the amount of bonds submitted, the Contractor shall submit additional performance and payment bonds totaling estimated value of work proposed.

14.0 Pricing

14.1 There are five Adjustment Factors for this Contract. When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task. The Adjustment Factors are as follows:

14.1.1 **Unrestricted Environment, Normal Working Hours**: Adjustment Factors must be greater than or equal to the Unrestricted Environment, Normal Working Hours Adjustment Factors.

14.1.2 **Unrestricted Environment, Other Than Normal Working Hours**: Adjustment Factors must be greater than or equal to the Unrestricted Environment, Normal Working Hours Adjustment Factors.

14.1.3 **Restricted Environment, Normal Working Hours**: Adjustment Factors must be greater than or equal to the Restricted Environment, Normal Working Hours Adjustment Factors.

14.1.4 **Restricted Environment, Other Than Normal Working Hours**: Adjustment Factors must be greater than or equal to the Restricted Environment, Normal Working Hours Adjustment Factors.

14.1.5 **Non-Pre-priced**: Adjustment Factors must be greater than or equal to 1.0000.

14.2 The Unrestricted Environment, Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Unrestricted Environment, Normal Working Hours Adjustment Factor.

14.3 The Restricted Environment, Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Restricted Environment, Normal Working Hours Adjustment Factor.

14.4 The Non-Pre-priced Adjustment Factor must be greater than or equal to 1.0000.

14.5 For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

<table>
<thead>
<tr>
<th>Adjustment Factor</th>
<th>% Weight (For Bid Evaluation Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted Environment, Normal Working Hours</td>
<td>50%</td>
</tr>
<tr>
<td>Unrestricted Environment</td>
<td>20%</td>
</tr>
<tr>
<td>Restricted Environment, Normal Working Hours</td>
<td>10%</td>
</tr>
<tr>
<td>Restricted Environment</td>
<td>10%</td>
</tr>
<tr>
<td>Non-Pre-priced</td>
<td>10%</td>
</tr>
</tbody>
</table>

14.6 All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who
submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

15.0 Applications for Payment:
15.1 All Electronically Applications for Payment shall be submitted to fasap@lakecountyil.gov. Paper copies shall be submitted to FASAP 18 N. County Street 9th Floor Waukegan, IL 60085-4350.

15.2 The first partial payment package shall contain the following documents:
15.2.1 Application for payment
15.2.2 Blanket waiver from the JOC Contractor for current application for payment
15.2.3 Certified payrolls

15.3 Subsequent partial payment packages shall contain the following documents:
15.3.1 Application for payment
15.3.2 Blanket waiver from the JOC Contractor for current application for payment
15.3.3 Waivers from all subcontractors for the previous application for payment
15.3.4 Certified payrolls

15.4 The final payment package shall contain the following documents:
15.4.1 Final application for payment
15.4.2 Final waiver from the JOC Contractor
15.4.3 Final waivers from all subcontractors
15.4.4 Final certified payrolls

16.0 Change Orders and Changes in the Work:
16.1 Change Order: Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.

16.2 Changes in the Work: The Owner believes that the Work will be fully defined in the Job Order and that Supplemental Job Orders will not be necessary. However, in the event that a Supplemental Job Order is required, the Contractor shall review the Detailed Scope of Work to be performed under the Supplemental Job Order to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the Job Order. All Supplemental Job Orders and alternative suggestions must be approved by the County prior to execution. Pricing of Supplemental Job Orders shall be in accordance with the JOC Procedure for Ordering Work.

17.0 Joint Purchasing:
17.1 The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units (“Agency”), as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the “Act”). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder or proposer. The bidder or proposer agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder or proposer further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders or proposers and governmental units shall be resolved between the immediate parties.

17.2 The bidder or proposer and the other governmental units may negotiate such other and further terms conditions to this Contract (“Other Terms”) as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder or proposer and the other governmental unit.
17.3 The bidder or proposer shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured and certified payrolls to the other governmental unit as required.

18.0 Joint Purchasing Licensing:

18.1 If the Contract is utilized by Agencies, the Contractor agrees to pay The Gordian Group, Inc. (Consultant) a 6.25% JOC system license fee (License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Agency. The Contractor, in the Job Order Price Proposal, shall include a reimbursable task for the License Fee.

18.2 License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Consultant and the Contractor shall mutually utilize ezIQC® to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at Lake County’s sole discretion, may be deemed grounds for termination of this Contract. The parties acknowledge that Consultant shall be, and is hereby, named as an express third-party beneficiary under Section 14, with full rights to assess and collect the License Fee described above, and shall have all remedies available under the applicable laws of this jurisdiction in the event Contractor fails to remit payment to Consultant. Notwithstanding the foregoing, Lake County shall have no obligation regarding payments between Contractor and Consultant.

18.3 The Contractor acknowledges that The Gordian Group, Inc. will administer joint purchases through this Contract and that Lake County has no obligation to administer purchases by Agencies.

18.4 Lake County and the Consultant authorizes the Contractor the use of Lake County’s and Consultant’s names, logos, trademarks, and Lake County and Consultant provided materials solely for the presentation and promotion of the availability and use of this Contract by Agencies and potential Agencies. The Contractor authorizes Lake County and the Consultant the use of the Contractor’s name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by Agencies and potential Agencies.

18.5 The Consultant shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Agency ("Purchase Order").

Remittance of License Fees: The Contractor shall remit License Fees as follows:

Make Checks Payable to: The Gordian Group, Inc

Mail Checks to: The Gordian Group, Inc.
    PO Box 79341
    Baltimore, MD 21279-0341

18.6 The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Member, provide notification to the Consultant of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.

18.7 The Contractor shall, within two (2) business days of sending an invoice to an Agency, provide notification to the Consultant of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.

18.8 Lake County and the Consultant may request records from the Contractor for all joint purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes Owner and/or Agency to provide a copy of each Purchase Order issued to the Contractor. If discrepancies exist between cooperative purchasing activity and License Fees paid, Lake County or the Consultant will provide written notification to the
Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of Lake County and/or the Consultant, Lake County and/or the Consultant reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

END OF INSTRUCTIONS TO BIDDERS
1.0 Project Administration:

18.9 County’s Representative
Jeremiah Varco, Facilities Manager
Lake County Facilities and Construction Services
18 N. County St. 9th floor
Waukegan, IL 60085-4350
Phone: 847-377-2321
E-Mail: jvarco@lakecountyil.gov

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

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

2.0 Intent of the Contract Documents:

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

b. Conflict. If the requirements of one document conflicts with the requirements of another document or the same document, then the most stringent requirements shall apply to the Work.

3.0 Evaluation Criteria:

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

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

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

5.0 Execution, Correlation and Intent:
a. Site Inspection: It is understood that the Contractor, before submitting a Job Order Proposal, has visited the site, has examined the nature, location, character, quality and quantities of materials, and local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. No additional payment will be made for not being familiar with existing conditions or requirements of the Contract Documents.
6.0 Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the more stringent, or higher quality requirements shall apply.

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

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

9.0 Labor Statutes, Records and Rates:
The following enclosed documents shall be a part of the Contract Documents for this project:

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

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

12.0 Compliance:
   a. All Work must comply with drawings, specifications, manufacturers’ specifications and instructions, and the standards published by the relevant manufacturers’ association, and by the referenced authorities.
   b. The County may request and pay for an inspection by a representative of the manufacturer or the manufacturer’s association to determine if the Work has been performed in accordance with the specified standards.
   c. If such inspection determines that the Work does not comply with the specified requirements, immediately remove the non-complying items and replace them with items complying with the specified requirements, all at no additional cost to the County, and reimburse the County for the cost of the inspection.
   d. The specifications refer to standards published by authorities and associations such as but not limited to:
      - I.D.O.T
      - A.S.T.M
      - A.C.I.
      - A.I.S.C.
      - S.J.I.
      - B.I.A.
      - B.O.C.A.
      - U.L.
      - N.E.C.
      - A.S.H.R.A.E.
      - Indiana Limestone Institute, and others
   e. The County may request a representative of one or more of these organizations, or others, to inspect the Work in accordance with paragraphs above.
The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County, other local governments having jurisdiction or authority, and with the Americans with Disabilities Act and OSHA regulations.

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

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

15.0 **Assignment of Contract:**
Bidder shall not assign its Bid or any resulting contract or any part thereof without the written consent of the County.

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

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

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

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

The County shall be entitled to request the removal of individuals Working on this contract for any of the following grounds, provided that such request be in writing and shall specify the reasons for Lake County's dissatisfaction: (is) unsatisfactory performance that causes negative operational impact at Lake County or causes Lake County to commit additional resources to avoid operational impact; (ii) dishonesty or belligerent conduct; (iii) lack of compatibility with Lake County staff; or (iv) violation of Lake County rules or polices. Upon such written request, Lake County and Bidder shall decide on a course of action to cure any such problems, provided that there shall be no cure opportunity required for problems involving categories (ii) or (iv) in the preceding sentence. In the event Bidder does not cure the problem within (7) days from the date of notice, Bidder shall remove such person and shall promptly provide a qualified replacement.
18.0 Superintendent:
The Contractor shall give his personal attention to the Work or have at the site of the Work at all times a competent foreman, superintendent, or other representative satisfactory to the architects and having authority to act for the Contractor. The superintendent shall wear a paging device at all times.

19.0 Job Meeting:
Upon commencement of construction, there shall be a regularly scheduled job progress meeting. Attendees shall include the Contractor, County’s Representative and Subcontractors as pertinent to the agenda. For each job meeting the Contractor shall prepare and distribute a revised construction schedule showing planned progress (as approved by the County) and actual progress in percent in percent completion of each activity. Contractor shall be responsible for taking Minutes of Meeting and distribution of them. The minimum agenda for each meeting shall include:
   a. Review of Contractor’s revised construction schedule.
   b. Review work progress since the last meeting.
   c. Note field observations, problems and decisions.
   d. Identify problems that may impede planned progress.
   e. Develop corrective measures and procedures to regain schedule.
   f. Review submittal schedules expedite as required to maintain schedule.

20.0 Schedules:
As requested for a Job Order, the successful Contractor shall furnish the following with the Job Order Proposal:
   a. a schedule for the performance of the Detailed Scope of Work, including number of workers/crews assigned, hours, and delivery dates from material suppliers;
   b. The contractor shall provide, for the construction phase, a schedule of all subcontractors and suppliers, together with their addresses and telephone numbers
   c. Within five (5) calendar days after award of the Job Order, Certificates of Insurance and endorsements to comply with specified requirements herein before.

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

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

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

24.0 Conflicts:
Wherever conflicts occur between trades, it shall be the responsibility of the trades involved to resolve the conflict at no additional cost to the County or Architect. The general contractor shall coordinate all adjustments to the Work. Such adjustments shall not be accepted until approved by the Architect.
25.0 Security:
The Contractor shall protect Work, stored materials and construction equipment from theft and vandalism; protect premises from entry by unauthorized persons; protect County’s operations at site from theft, vandalism or damage from Contractor’s Work or employees.

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

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

28.0 Purchase Order, Invoice and Payments:
All payments shall be made in accordance with the Local Government Prompt Payment Act.

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

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

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

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

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

33.0 Toxic Substances:
The Contractor shall comply with the Illinois "Toxic Substances Disclosure to Employees Act" for any substance(s) produced, used or stored in any manner where Lake County employees may be exposed. At least forty-eight (48) hours prior to any potential exposure, the Contractor must furnish the Department of Human Resources, 18 North County Street, Waukegan, Illinois 60085-4350 with "Material Safety Data Sheets" for any substance covered by this Act. The Department of Human Resources may require the Contractor to post signs or placards which identify the toxic substance(s) present. A complete copy of the Act is available from the Purchasing Department upon request. Refer questions concerning compliance with this Act to the Safety and Training Manager, Department of Human Resources, (847) 377-2700.
34.0 Hazardous Materials:
The Contractor is not responsible for the removal of hazardous materials as part of the scope of this contract. If, during Work on this contract, the Contractor is confronted with suspected hazardous materials, the Contractor shall immediately stop Work and report the condition to the County and the County’s Representative. The County shall be responsible to identify and remedy the hazardous condition. The Contractor shall be responsible to cooperate with the County, and any other Contractor responsible to remedy the hazardous situation. Any claim by the Contractor for time lost in the performance of the Work shall be fully compensated for by an extension of time in an amount equal to the time lost due to such delay, and such time extension shall be the Contractor’ sole and exclusive remedy for such delay.

35.0 Insurance:
All Contracts may be subjected to change

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

**Commercial General Liability Insurance**
In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:
- Premises and Operations
- Independent Contractors
- Products/Completed Operations – up to 2 years after each project completion
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:
- $1,000,000 Each Occurrence
- $1,000,000 Products‐Completed Operations
- $1,000,000 Personal and Advertising injury limit
- $2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor’s projects away from premises owned or rented to contractor.

**Automobile Liability Insurance**
Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.
The Contractor’s auto liability insurance, as required above, shall be written with limits of insurance not less than the following:
- $1,000,000 Combined single Limit (Each Accident)

**Excess/ Umbrella Liability (if applicable)**
The Contractor’s Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:
- $2,000,000 per occurrence limit *(minimum, and may be higher depending on the project)*

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

**Employers Liability**

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

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

**Contractor’s Pollution Liability (if applicable)**

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

$ 1,000,000 per occurrence limit

**Installation Floater / Builders Risk (if applicable)**

Contractor’s builders’ risk/an installation floater should cover materials while stored on-site and installation until the project has been completed or put to its intended use. Limit would be determined by the hard construction values of the project including materials, the cost of change orders and overhead and profit.

**Professional Liability – Errors and Omissions (if applicable)**

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

$ 1,000,000 per claim per policy year  
Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

**Liability Insurance Conditions**

Contractor agrees that with respect to the above required insurance:

a) The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;  
b) The Contractor’s insurance shall be primary & non-contributory over Lake County’s insurance in the event of a claim.  
c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days’ notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.  
d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

Lake County  
Purchasing Division  
18 N. County 9th Floor  
Waukegan, Illinois 60085  
Attn: RuthAnne Hall, Lake County Purchasing Agent
e) Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.

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

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

a. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the estimated value of contract term – no less than $2,000,000 of the Contract; and

b. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of Work provided for in the Contract, in an amount equal to 100 percent (100%) of the estimated value of contract term – no less than $2,000,000.

c. Documents required by this section must be received and approved by the County before a written Contract will be issued.

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

(a) To ensure nondiscrimination in the award and administration of contracts;

(b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;

(c) To ensure that the County’s EOP is narrowly tailored in accordance with applicable law;

(d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County’s commitment to its EOP; and,

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

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

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

38.0 Reporting Requirements For Awarded Contracts
All awarded Bidders will identify and report the type of ownership—L/W/MBE, and/or not L/W/MBE for any Work that they or their approved subcontractors will perform. In addition, Lake County requests that all awarded Bidders provide an accounting of employees assigned throughout the term of the Contract in regards to their home address and ethnicity. Lake County may use any data collected to report on potential of businesses and workers benefitting from County contracts.
39.0 **Termination by the Contractor**
Bidder may not terminate its bid or any resulting Contract for delays caused by Acts of God, labor disputes, or unavoidable casualties; however, the term of any resulting Contract may be extended in accordance with the terms and conditions herein and thereof.

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

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

41.0 **Vendor Disclosure Statement**
This disclosure statement is being filed in accordance with the Lake County Ethics Ordinance and Lake County Purchasing Ordinance. Effective January 2019 the Lake County Board implemented a Vendor Disclosure Statement Policy, which require vendors to disclose any familial relationships between a Lake County elected official, department director, deputy director, manager and owners, principals or officers of the vendor’s company as well as campaign contributions to County elected officials.

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

**END OF GENERAL CONDITIONS**
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I. GENERAL PROVISIONS

A. Interpretation of Plans and Specifications

1. Intent of Plans and Specifications:
   a. The Contractor's Adjustment Factor includes, and the Contractor shall provide and furnish, all items necessary and incidental to the Work and the Project, including but not limited to all materials, parts, labor, supervision, coordination, administration, equipment (except as otherwise stated in the Contract Documents) tools, power, shop plans, working drawings, design drawings including architectural and engineering services in support of the Job Order, and incidentals required by the Contract Documents and desirable for the full completion of the Work, whether or not particularly shown, described, or specified in the Contract Documents; and the Contractor's bid price(s) includes all cost relating to, or associated with, the foregoing including but not limited to all direct costs, overhead and profit.

2. Architectural and Engineering Services:
   a. Under this Contract it is expected that the level of A/E services and design, if any will be incidental to the Contract and therefore included in the Contractor’s Adjustment Factors. However, if the level of A/E services for a Job Order requires that the Contractor provide stamped drawings and plans, the Contractor will be compensated by including in the detailed Price Proposal the reimbursable work task from the CTC. The Contractor will be required, as on any construction project to provide shop drawings, as-built drawings, project layout drawings and sketches as required, and the cost of those items shall be included in the Contractor’s Adjustment Factors.
   b. The preparation of drawings/plans, specifications, safety plans, shop drawings, product data and samples, as-buils and all other documentation required herein by the Contractor as required by individual Job Orders is part of the Detailed Scope of Work of this Contract and the cost there of shall be included in the Contractor’s Adjustment Factors.
   c. Approval by the County of plans and drawings prepared by the Contractor does not relieve the Contractor from the responsibility of performing the work according to applicable codes, laws, and ordinances. Comments on or approvals given to any plans, drawings, schedules, or means and methods shall not relieve the Contractor from the responsibility of performing the work to achieve the objectives of the Job Order

B. Shop Drawings, Product Data, Records and Samples

1. Contractor's Responsibilities and Submittal Procedures
   a. At the direction of the County, Shop Drawings, Product Data, and Samples are part of the Work under this Contract and must be provided to the satisfaction of the County at the expense of the Contractor.
   b. The Contractor must submit to the County such Shop Drawings, Product Data, and Samples required for the Work involved under this Contract in accordance with the Schedule.
c. The Schedule must include a schedule of proposed submittal dates. The dates listed in the schedule must allow sufficient time for review and processing by the County and re-submittal, if necessary, of Shop Drawings or other data before the Work represented by Shop Drawings and Samples is needed by the Contractor to complete its performance under this Contract. No extensions of time will be granted to Contractor because of its failure to have Shop Drawings, Samples and Product Data submitted in time to allow for review, re-submittal and final review. Contractor must also submit a separate submittal schedule (in table format), in addition to the Schedule, identifying all submittal with submittal dates to the County for review and approval.

d. The Contractor must prepare and submit proper Shop Drawings, Samples and Product Data in accordance with its contractual obligations. By submitting Shop Drawings, Product Data and Samples, the Contractor represents that it has determined and verified all materials, field measurements, field conditions and quantities, and that it has checked and coordinated the information contained within submittal, including its Subcontractors' Submittal, with the requirements of the Work and of the Contract Documents.

e. All Shop Drawings, Product Data and Samples must be dated and stamped by the Contractor and indicate that the submittal has been reviewed and checked prior to submittal and found to be in conformance with the Contract Documents. All submittal shall be transmitted to the County. The Contractor must clearly mark on each Shop Drawing, Product Data and Sample, in accordance with the following for purposes of identification and record:

```
SUBMITTAL IDENTIFICATION

Name of Project: ____________________________
Contract Name and Number: ____________________________
Date of Submittal: ____________________________
Submittal Number: ____________________________
Identification of Deviations from Contract Documents: ____________________________
Specification Section, Page, and Paragraph No. and/or Drawing No.: ____________________________
Type of Material and Manufacturer: ____________________________
Applicable Standards such as ASTM numbers: ____________________________
CHECKED AND SUBMITTED IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS:
Contractor: ____________________________
By: ____________________________ Date: ____________________________
```
f. Shop Drawings must be submitted with accurate dimensions. The Shop Drawings must represent the actual manner in which the Work is manufactured and installed, and the relation of the Work installed to that of other trades, clearances, and all other pertinent data. Cross-section drawings must indicate minimum clearances and all other pertinent data. Dimensions must be expressed in feet and inches. Designs prepared in the metric system may be submitted with metric units, but the equivalent English units must also be shown. All weights and dimensions must be certified prior to submission for review.

g. The County's review and acceptance of Shop Drawings in no way relieves Contractor from responsibility for errors or omissions which may exist in the Work or on certified Shop Drawings. Where such errors or omissions are discovered, they must be corrected by Contractor at no additional cost to the County. Submittal must be sufficiently complete to allow for proper review. Contractor must submit all Shop Drawings, Video Tape, Samples and Product Data to the County for review with an accompanying transmittal letter containing the above Submittal identification data and a list of items being submitted. Contractor must coordinate Submittal into logical groups or sets to facilitate review of several related items.

h. Any Submittal which in the County's sole opinion is not complete and in proper form will be returned to the Contractor without review. The Contractor must not submit duplicates or reproductions of any Contract Documents issued by the County as Shop Drawings.

i. Contractor must provide Submittal in the following quantities unless a greater number is specified elsewhere in the Contract Documents, or is required by the County:
   a. Shop Drawings: Submit one (1) reproducible and six (6) prints. (Prints shall be collated into sets.);
   b. Product Data: Submit six (6) copies of product data; and
   c. Samples: Submit four (4) samples.

j. Prior to submitting Shop Drawings, Product Data, or Samples, the Contractor must notify the County in writing of any deviations in the Submittal from the requirements of the Contract. If deviations from the Contract requirements are rejected by the County or if evaluation of the deviations delays the progress of Work, any delay caused will not be compensable by a time extension.

2. Review by the County
   a. Submittal will be reviewed by the County for compliance with the Contract Documents. In reviewing the Submittal, the County will not verify dimensions and field conditions. Any such review does not relieve the Contractor, Subcontractor, manufacturer, fabricator or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents, nor does it relieve them from responsibility for (i) errors of any sort in Shop Drawings, Samples and Product Data, (ii) responsibility for proper fitting of the Work, or (iii) the necessity of furnishing any Work required by the Contract documents which may not be indicated on Shop Drawings when reviewed. The Contractor is solely responsible for any quantities which may be shown on the Shop Drawings. The County's review of a specific item does not indicate approval of an assembly of which the item is a component.
   b. Contractor must not fabricate products, begin Work, order or have delivered any material, equipment or system which requires a reviewed Submittal until return of the Submittal from the County with a stamp authorizing Work and/or delivery and installation to be performed, as described in Paragraph 3., immediately below.
   c. The County will return submittal stamped as follows:
      1. "No Exceptions" means no changes need be made on the reviewed Submittal. The Contractor may proceed with the Work for that Submittal. Re-submittal is not required.
2. "Exceptions as Noted" indicates that the Submittal is accepted subject to the corrections and/or comments noted. The Contractor may proceed with the Work for that Submittal provided that the Contractor incorporates the County's comments, and/or corrections. Re-submitting is not required.

3. "Revise and Resubmit" means that the Submittal does not meet all the requirements necessary to proceed with the Work associated with the Submittal. The Contractor must resubmit in accordance with the reviewer's comments and/or corrections. Submittal marked in this manner must not be released for fabrication, delivery or construction.

d. If the Submittal requires revision, the Contractor must notify the County and all pertinent Subcontractors, in writing, that the reviewed set has been withdrawn.

e. Submittal that require revisions must be corrected and resubmitted to the County to maintain the approved CPM schedule, but in no event more than three (3) days after receipt of the County's comments.

f. Shop Drawings: After review by the County, one reproducible stamped by the County, as previously described in Paragraph 3 above, will be returned to the Contractor.

g. Submission and Review of Samples: In the event that a considerable range of color, graining, texture or other characteristics may be anticipated in finished products, a sufficient number of Samples of the specified materials must be furnished by the Contractor to indicate the full range of such characteristics which will be present in the finished products. Any product delivered or erected without submittal and review of full range Samples shall be subject to rejection. Each tag or sticker shall have clear space for the stamps of the Contractor and County. Notice of the result of the review will be provided to the Contractor with one of the stamps indicated in Paragraph 3 above. Rejected samples will be returned. Accepted samples will be retained by the County and become the property of the County. Where color samples are required to be submitted, color samples must be submitted on the actual material which will finally be installed in the Work.

h. Product Data: After review by the County, two (2) sets of product data stamped by the County as previously described will be returned to the Contractor.

3. Source of Materials

a. Contractor shall notify the County in writing as soon as possible after the Contract has been awarded, but not less than three (3) weeks prior to the need for inspection and testing of the source (or sources) from which Contractor expects to obtain the various construction materials. The source of supply of each material used shall be approved by the County before delivery is commenced. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the County, the Contractor shall furnish materials from other approved sources.

4. Record Documents

a. At Substantial Completion, the Contractor must deliver to the County, in suitable transfer cases clearly marked "Record Documents," all As-Built Drawings, record Shop Drawings, Product Data, instructions, parts list, and operations and maintenance manuals arranged in proper order and indexed.

5. As-Built Drawings

a. As the Work progresses, the Contractor and the Subcontractor for each trade or division of work, under the direction of the Contractor must keep a complete and accurate record of the following:

1. Changes between the Work as shown on the Contract Drawings and the Shop Drawings indicating the Work as actually installed;

2. The specific location of all infrastructure elements, including piping, valves, ductwork,
equipment, driveways, catch basins, sewer lines, waterlines, water mains, and other such elements which were not accurately located or changed location or elevation from that shown on the Contract Drawings; and

3. Equipment schedules indicating manufacturers' names and model numbers installed.

b. Changes must be neatly and correctly recorded daily on full size prints of the Contract Drawings updated daily. This record set of Contract Drawings must be kept at the job site for inspection by the County. Upon completion of the Work, the Contractor shall submit a final set of full-size prints to the County for review and acceptance.

c. At the time As-Built Drawings are delivered to the County, the Contractor and each Subcontractor shall certify, in writing, that the As-Built Drawings are complete and accurate.

6. Record Shop Drawings and Product Data

a. As the work progresses, the Contractor must keep a complete and accurate record of the changes and deviations from the Work as shown on the Shop Drawings and Product Data indicating the Work performed. The Contractor must furnish Record Shop Drawings in a form and quantity acceptable to the County. Record Shop Drawings must be submitted for all items reviewed as Shop Drawings. Record Shop Drawings must be legibly drawn on sheets of mylar or such other medium as directed by the County. Record Shop Drawings must be submitted on the same size sheets as the Contract Document drawings and include an index of all items.

b. Contractor must furnish 10 record copies of Product Data in loose leaf binders. Loose leaf binders must be subdivided by submittal numbers and must contain an index of all items.

7. Instructions, Parts List and Operation and Maintenance Manuals

a. The Contractor must furnish a complete list of equipment actually installed. The list must include a copy of pertinent nameplate data, name and address of local representative who stocks or furnishes repair or replacement parts, and name, address, and telephone number of the Subcontractor responsible to Contractor for the equipment under the guarantee. Contractor must guarantee any such equipment with respect to the County.

b. The Contractor must submit suitable operating instructions for each major component of equipment and its controls. Instructions must include a schematic diagram accurately showing equipment and controls as installed. Included with each diagram must be a set of simple operating instructions stating how the system shall be stopped and started, what adjustments are to be made by the operator, and what to do in case of an emergency. Five (5) copies of proposed instructions must be submitted to the County for review and acceptance. Upon acceptance, the Contractor must post applicable instructions as directed by the County.

c. The Contractor must submit maintenance data prepared by the manufacturer of each major component of equipment and its controls. Data must include complete parts list, itemized lists of common purchase items of materials (e.g., bearings, packing, connectors, sealing devices, and other standard items) indicated by their standard trade designation, recommended routine and inspection maintenance, including testing recommendations to evaluate efficiency of performance, lists of special tools and gauges, lubricating instructions, and recommended spare parts lists, tolerances and clearances required for maintenance, and trouble-shooting guides prepared in a simple format to indicate complaint or problem, probable cause, and remedy. Five (5) copies of the proposed maintenance data must be submitted to the County for review and acceptance.

II. PROJECT ORGANIZATION

A. The Project Manager

1. The County will assign a Project Manager to oversee the execution of the Job Order Contract. The
Project Manager will manage and administer the JOC program on behalf of the County and supervise and oversee the work of the Project Managers.

2. The Project Manager shall assign JOC projects and provide overall guidance to the Project Managers and the Contractor in the execution of Job Order Contracting. The Project Manager shall intervene in disputes or disagreements between the Project Manager and the Contractor.

3. The Project Manager shall evaluate the overall performance of the Contractor and report program status and progress to the County.

4. The Project Manager, assigned by the County, will be responsible for determining and documenting the Detailed Scope of Work, visiting the Project site with the Contractor, ordering Work from the Contractor, providing field supervision, and recommending payments and Job Order Completion Time.

5. The Project Manager shall be the County's representative in charge of the supervision of the Work. The Project Manager shall have authority to stop the Work whenever such stoppage may be necessary in the Project Manager reasonable opinion to insure the proper execution of the Contract. The Project Manager shall within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

III. SCOPE OF WORK AND PROCEDURE FOR ORDERING WORK

A. Scope of Work

1. This is an indefinite quantity Contract for the supplies or services specified, and effective for the period stated in the Contract Documents.

2. The Work under this Contract shall be set forth in individual Job Orders issued hereunder. Upon receipt of a Purchase Order, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, supervision, labor, and equipment, except when specified by the County as furnished, needed to perform the necessary improvements. This Contract may be used to perform any Work on facilities or properties under the jurisdiction of Lake County including, but not limited to building renovations and repairs, site work, roofing replacements and/or repairs, exterior tuckpointing, improvements to County sites and streetscape repairs. However, the County is not obligated, nor does it guarantee that the Contractor will perform work in the above-mentioned categories. The County reserves the right to award other Contracts for Work or similar type work mentioned above.

3. Work or performance shall be made only as authorized by Job Orders issued in accordance with Article III.B. of these JOC General Conditions, the "Procedure For Ordering Work".

4. The Work under this Contract shall be determined by individual Job Orders issued hereunder. The Contractor is not allowed to refuse to perform any Job Order requested by the County. The Contractor shall provide all pricing, management, design drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the Job Order. The Contractor shall provide quality assurance as specified in strict accordance with the Contract. The Contractor shall also be responsible for site safety as well as site preparation and cleanup during and after construction. The County makes no commitment as to the award of individual Job Orders. All costs associated with the above Work and the preparation of proposals shall be the responsibility of the Contractor.

5. The Work shall be conducted by the Contractor in strict accordance with the Contract and all applicable laws, regulations, codes, or directives including Federal, State of Illinois and the County.

6. The Contractor shall maintain accurate and complete records, files and libraries of documents to include Federal, State, and local regulations, codes, applicable laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.

7. The Contractor shall prepare and submit required reports, maintain current record drawings, and
submit required information. The Contractor shall provide materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Job Order.

8. In addition to the Work Tasks in the CTC®, the County may, from time to time, require Non-Pre-priced Work. These Non-Pre-priced Work Tasks will be incorporated in individual Job Orders and the Contractor shall accomplish those Tasks with the same diligence as those Work Tasks incorporated in this Contract in the CTC® and Technical Specifications.

9. All Work shall conform to and comply with any applicable standards, including those specified in the following documents, regardless of whether an individual Job Order makes reference thereto, except that, if the Job Order specifies a standard which is inconsistent, the standard used in the Job Order shall control:
   a. The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction
   b. Job Order Contract Technical Specifications
      (1) The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) 2004 master format.
      (2) The intent of these specifications is to furnish concise industry and commercial standards for construction, maintenance or repair of County facilities.
      (3) Reference in the Technical Specifications or the CTC® to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory.
   c. Job Order specific specifications

B. Procedure For Ordering Work

1. Notification of Scope Meeting: The County will notify the Contractor if and when the County desires construction work to be performed under the terms of the Contract. As required for individual Job Orders, the County will verbally notify the Contractor of the place and time of the Joint Scope Meeting which typically will be scheduled to occur no less than 24 hours after the notification of the Joint Scope Meeting. At such time notification is given, the County may provide existing drawings, work descriptions and/or other information that may be beneficial to the Contractor. If requested by the County, the Contractor must attend the Joint Scope meeting.

2. Joint Scope Meeting: A meeting between the Project Manager and the Contractor to discuss the Detailed Scope of Work for a particular Job Order. The Contractor personnel responsible for preparing the Price Proposal and Job Order Proposal Package, will visit the proposed Work site in the company of the County and participate in a Joint Scope Meeting which will include discussion and establishment of the following:
   a. Job Order number and title
   b. Existing site conditions
   c. Methods and alternatives for accomplishing Work
   d. Definition and refinement of requirements and agreement on the Detailed Scope of Work
   e. Requirements for drawings, design work, sketches, shop drawings, etc.
   f. Tentative construction schedule
   g. Preliminary quantity estimates
   h. Date for submittal of drawings, if required, and the date the Price Proposal is due
3. **Detailed Scope of Work:**
   a. Upon completion of the joint scoping process, the County will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the County will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the County, will be the basis on which the Contractor will develop its Job Order Proposal and the County will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

   b. The County may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the County cannot agree on the quantities required, or for any other reason as determined by the County. In all such cases, the County shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

   c. In the event the Contractor is requested to prepare the Detailed Scope of Work based on the County’s parameters discussed at the Joint Scope Meeting, the Contractor shall submit the Detailed Scope of Work to the County by the requested due date. Submittal due dates shall vary by Job Order taking into account complexity of the Detailed Scope of Work.

4. **Issuance of the Request for Price Proposal:** The Request for Price Proposal, also known as an RFPP, is the County’s written request for the awarded Contractor to prepare and submit a Price Proposal for a specific Job Order. Upon completion of the Joint Scope Meeting and the Detailed Scope of Work the County will issue a Request for Price Proposal (RFPP) which requires that the Contractor prepare a Price Proposal for the Detailed Scope of Work by the due date so noted on the RFPP.

5. **Preparation of the Price Proposal:**

   The Price Proposal is the document prepared by the Contractor in response to an RFPP and quotes fixed, lump sum price for completing the Detailed Scope of Work. Additional documents may be required with Price Proposal as detailed in Article III.B.5 of the JOC General Conditions. The Contractor will prepare the Price Proposal in accordance with the following:

   a. **Pre-priced Work Requirements:** Pre-priced Work requirements will identify the type and number of Work units required from the CTC to perform the Detailed Scope of Work. The Unit Price set forth in the CTC shall serve as the base price for the purpose of this provision.

   b. **Non-Pre-priced Work Requirements:** It may be necessary to include in the Contractor's Price Proposal work tasks that are not included in the CTC. These tasks are considered Non-Pre-priced work tasks and the following applies:

      1). It is the responsibility of the Contractor to identify such items and, as requested by the County, obtain approval from the County for using a Non-Pre-priced item prior to its inclusion in the Contractor's Price Proposal. Non-Pre-priced Work shall be separately identified in the Proposal.

      2). If the Contractor will perform the work with its own forces, it shall submit a breakdown of the cost of labor, equipment and material/equipment installed.

         a). The number of hours for each labor classification and hourly rates shall be shown.
b). Equipment costs (other than small tools) will be determined according to the "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNER-SHIP EXPENSE WITH OPERATING COST" as issued by the Division of Highways of the State of Illinois or if not listed in the above the "CONTRACTORS' EQUIPMENT OWNERSHIP EXPENSE" of the Associated General Contractors of America shall be used.

c). The Contractor shall submit three independent quotes for all material/equipment to be installed. If three quotes cannot be obtained, the Contractor will provide a reason in writing for the County's approval.

3). If the Work is to be subcontracted, the Contractor must submit three independent bids from subcontractors. If three quotes or bids cannot be obtained, the Contractor will provide reason in writing for the County's approval. If approved, less than three bids or quotes will be allowed.

4). At the discretion of the County, Non-Pre-priced tasks as well as other tasks may be added to the CTC during the course of the Contract. Upon mutual agreement between the County and the Contractor, unit prices will be established based on actual quotes from material suppliers and installers and fixed as a permanent Pre-priced task in the CTC.

5). **Pricing Non-Pre-priced Items:** The final price submitted for Non-Pre-priced Work tasks shall be according to the following formula. Each Non-Pre-priced task must be supported with the necessary back-up documents including the calculation below.

For Work Performed with the Contractor's Own Forces:

\[ A = \text{Direct Labor Cost (Up through the foreman level and Fringe Benefits per Prevailing Wage Rates plus payroll taxes and insurance)} \]

\[ B = \text{Direct Material Costs (supported by three quotes)} \]

\[ C = \text{Direct Equipment Costs} \]

Total Cost for Self-performed NPP work = \((A+B+C) \times \text{NPP Adjustment Factor}\)

For Work Performed by subcontractors:

\[ D = \text{Subcontractor Costs (supported by three quotes)} \]

Total Cost of Subcontracted NPP work = \(D \times \text{NPP Adjustment Factor}\)

6). After a Non-Pre-priced Task has been approved by the Owner, the Unit Price for such task will be established, and fixed as a permanent Non-Pre-priced Task which will no longer require price justification.

7). Unlike the Normal Working Hours Adjustment Factor and the Other than Normal Working Hours Adjustment Factor, the Non-Pre-priced Adjustment Factor shall not be adjusted for the duration of the Contract.

c). The adjustment applied to any reimbursable tasks shall be a 1.0000.

d). The Contractor's Price Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the Work tasks proposed are reasonable for the Work to be performed. Documentation to be submitted with the Price Proposal may include, but not be limited to:

1). drawings, calculations, specifications, and other technical data as required,

2). catalog cuts,

3). back-up for any Non-Pre-priced tasks,
4). construction schedule, and

5). for special equipment a copy of the warranty document may be required.

e. **Time for Submittal:** The Contractor's Price Proposal shall be submitted in accordance with the date indicated on the RFPP. Unless otherwise stated on the RFPP, the Price Proposal will be due no later than **ten (10) working days** after the date of issuance of the RFPP. The County may allow additional time for preparation of the Contractor's Price Proposal for complex Job Orders such as Job Orders requiring approval of drawings and permits. In emergency work situations and minor maintenance and repair Job Orders requiring immediate completion, the Contractor's proposal may be required quickly, and the due date will be so indicated on the RFPP. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Price Proposal, the request must be submitted in a timely manner so that the submittal of the Price Proposal is not delayed, because there will be no extensions granted. If the Contractor continually fails to meet the submittal deadline dates the County may declare the Contractor in default and initiate termination of the Contract, according to Article 31 of the Supplementary General Conditions.

6. **Review of the Price Proposal and Submittals**

   a. The County will evaluate the Contractor's Price Proposal by evaluating the nature and number of Work Tasks proposed against the agreed upon Detailed Scope of Work and will determine the reasonableness of approach. Furthermore, the County may compare the Contractor's Price Proposal to the County's cost estimate for the Detailed Scope of Work. The County reserves the right to reject a Contractor's Price Proposal based on unjustifiable quantities and/or work items, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The County also reserves the right to not award a Job Order if that is determined to be in the best interests of the County.

   b. If the County finds the Contractor's Price Proposal unacceptable, the County may request the Contractor to re-submit its Price Proposal or cancel the Job Order. The Contractor is expected to submit Price Proposals correct the first time. However, the County recognizes that some adjustments might have to be made to the Price Proposal after review by the County. Therefore, the County will consider a quality Price Proposal as one that can be approved on the first or second submission.

   c. If the Contractor continues to submit Price Proposals which are rejected by the County, the County may declare the Contractor in default and initiate termination of the Contract, according to Article 31 of the Supplementary General Conditions. If the Contractor is required to re-submit its Price Proposal, the re-submitted Price Proposal(s) must be submitted within 48 hours.

   d. The means and methods of construction shall be such as the Contractor may choose; subject however, to the County's right to reject means and methods proposed by the Contractor that:

   1). Will constitute or create a hazard to the work, or to persons or property; or

   2). Will not produce finished Work in accordance with the terms of the Contract; or

   3). Unnecessarily increases the price of the Job Order when alternative means and methods are available.

   e. By submitting a signed Price Proposal to the County, the Contractor is agreeing to accomplish the Work outlined in the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary scope items in the Price Proposal prior to delivering it to the County.

   f. After the County has reviewed the Contractor's Price Proposal and agreement has been reached between the County and the Contractor as to the nature of the revisions, if any, the **Contractor is not allowed to make any changes to the revised Price Proposal other than the changes agreed**
upon by the Contractor and the County.

7. Preparation of the Proposal Package
   a. Proposal Package is the package prepared by the Contractor after the County has approved the Price Proposal.
   b. Time for Submittal: Upon acceptance of the Contractor's Price Proposal, technical submittals and construction schedule, the Contractor will be required to submit the Proposal Package within five (5) working days of said acceptance or earlier if directed by the County. b. The Proposal Package includes:
      1). final/revised Price Proposal as agreed to,
      2). final drawings, calculations, specifications,
      3). final catalog cuts,
      4). final back-up for any Non-Pre-priced tasks,
      5). identification of all subcontractors on a County approved form
      6). final construction schedule, if required,
      7). special insurance, if required, and
      8). Or special equipment a copy of the warranty document.

8. Review of the Proposal Package and Issuance of the Job Order
   a. The County will evaluate the entire Proposal Package.
   b. The County reserves the right to reject a Contractor's Proposal Package based on unjustifiable quantities and/or work items, performance periods, inadequate documentation, unacceptable subcontractors, deficient local participation, inadequate self-performance or other inconsistencies on the Contractor's part. The County also reserves the right to not issue a Job Order if that is determined to be in the best interests of the County.
   C. By submitting a signed Proposal Package to the County, the Contractor is agreeing to accomplish the Work outlined in the RFPP and the Detailed Scope of Work for that particular Job Order,
   d. The Job Order which must be signed by the County or authorized representative and the County, constitutes the County's acceptance of the Contractor's Proposal. A signed copy will be provided to the Contractor. The Job Order provided to the Contractor will state the fixed price of performance for the Work ordered.

C. Measurements to be Verified
   Before preparing the Price Proposal, Job Order Proposal Package, or ordering any material or doing any Work, the Contractor shall verify all measurements and conditions including, but not limited to spot checking elevations, or other measurements and conditions as required to support the development of the Job Order Proposal Package. The Contractor shall be responsible for the correctness of the measurements and conditions. No extra charge or compensation will be allowed based on the difference between actual dimensions and the quantities indicated in the Job Order.

D. Incidental Work
   1. Although not specifically stated in the Detailed Scope of Work, a Job Order includes all construction services as necessary to perform the Work covered by the Detailed Scope of Work. For example: A statement of Work may be "Erect with Metal Studs and Paint Gypsum Wallboard Wall." The anchoring of the wall to the floor and ceiling, proper installation of the vertical studs, attaching the wallboard, taping and finishing with joint compound are standard construction procedures which are the responsibility of the Contractor.
2. It is the responsibility of the Contractor, in preparation of its Price Proposal, to select the proper items from the CTC® related to the Detailed Scope of Work to complete the Detailed Scope of Work, even though incidental items as related to the overall Detailed Scope of Work are not specifically identified in the Detailed Scope of Work. Extra payment requested by the Contractor based on the contention that the Job Order or Detailed Scope of Work failed to itemize work tasks which are considered incidental to common construction practice will not be permitted.

E. Changes in the Work

1. The County, without invalidating the Purchase Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.

2. No changes shall be made without a written Purchase Order, issued in accordance with the procedures stated in Article III.B above.

F. Computer Equipment

1. Computer Requirements. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor with an industry accepted high speed internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

G. County Furnished Software

County furnished software will be provided to the Contractor for use as a tool to assist with expedient preparation of Price Proposals in response to County needs. This software will contain an electronic version (copy) of the CTC which the Contractor will use to prepare and submit Price Proposals. The software will also be used to prepare and submit subcontractor information.

IV. PERSONNEL

A. General

The Contractor shall, immediately upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, qualified and assigned exclusively to perform the Work. The positions listed below are Key Personnel. The Contractor shall provide the County with the qualifications of the individuals who will serve in those positions as part of the Contractor’s Qualification Form. If the County determines that the Contractor’s staffing level will require adjustments, those changes will be made to the satisfaction of the County prior to the issuance of additional Job Orders. Any changes made to the Contractor’s staff during the course of the Contract is considered to be part of the Contractor’s adjustment factor, no additional payments or compensation will be made.

B. Key Personnel

1. Contractor's Project Manager:

   The Contractor shall employ and assign to Work on this Contract, at all times, a qualified Project Manager ("Contractor's Project Manager') satisfactory to the County to act as contact person with the County, to ensure: the quality, completeness and timeliness of Price Proposals, Job Order Proposal Packages; timely completion of Job Orders within the Job Order Completion Time; that the Job Orders are being constructed in accordance with the Contract Documents and technical specifications. Contractor's Project Manager shall have experience commensurate with the work required under this Contract such as but not limited to: Designer; Construction Engineer; Architect; Estimator. The Contractor’s Project Manager shall be assigned for the duration of the Job Order Contract.

2. Contractor's Assistant Project Manager/Estimator

   The Contractor shall employ and assign to Work on this Contract, at all times, a qualified Assistant Project Manager/Estimator satisfactory to the County to develop high quality JOC proposals utilizing the County's Construction Task Catalog® and Technical Specifications and coordinate and participate in the
County's review of proposal packages, prepare and track submittals and approvals, superintend the mechanical and electrical components of construction projects, and assist the project manager in the overall management and operations of the project. The Contractor's Assistant Project Manager/Estimator shall be assigned for the duration of the Job Order Contract.

3. Project Superintendents:

The Contractor shall employ full time, and at all times, for the entire length of the Contract, superintendent(s) to properly and adequately superintend the Job Orders on a daily basis to facilitate the smooth progress of the Work and to ensure that construction is according to the conditions of the Job Order and technical specifications. The Contractor's Superintendents shall have experience commensurate with the work required under this Contract such as experience in construction materials, operations, and methods to oversee subcontractor work, manage and coordinate the activities of subcontractors and own forces, and verify the quality of materials, construction and workmanship.

The Contractor's superintendents and the Project Manager shall coordinate Work activities and review Job Order progress and quality.

The Contractor's superintendents shall represent the Contractor in the Contractor's absence and all directions given to the Contractor's superintendent shall be as binding as if given to the Contractor. The Project Manager shall not be responsible for the acts or omissions of the Contractor's superintendents or assistants.

4. Administrative Assistant:

The Contractor shall employ one administrative assistant with experience in the administration of public construction projects, to submit payment requests, prevailing wage rates, tracking and reporting local contracting utilization, and other administrative tasks.

5. Staffing Levels:

As a minimum staffing level, the Contractor shall assign to the Contract at all times one Project Manager, one Assistant Project Manager/Estimator, and Project Superintendents in sufficient numbers to ensure that the Work progress according to schedule and the Contract Documents. At no time shall one Project Superintendent be assigned to more than six (6) Job Orders. Be aware that larger, complex Job Orders will require that a full-time project superintendent be assigned exclusively to those types of projects.

6. The Contractor shall assign additional staff, as determined by the County, to properly manage and superintend the work. No separate payment will be made to the Contractor for the cost of the Contractor's Project Manager, the superintendents or other staff deemed necessary for the execution of the Contract. Such cost will be deemed to be included in the Contractor's adjustment factor.

7. Substitutions of Key Personnel:

1. If any key personnel furnished by the Contractor should be unable to continue in the performance of assigned duties for reasons due to death, disability, or termination, the Contractor shall promptly notify the County explaining the circumstances. Changes in assignment of key personnel due to commitments not related to this Contract are prohibited without prior County approval.

2. The Contractor shall furnish to the Owner within seven (7) working days the name of the person substituting for the individual unable to continue, together with any information the County may require to judge the experience and competence of the proposed substitute. Upon approval by the County, the proposed substitute shall be assigned to this Contract. If the County rejects the substitute, the Contractor shall have seven (7) days thereafter to submit a second proposed substitute. Such process shall be repeated until a proposed replacement has been approved by the County.

3. In the event that, in the opinion of the County, the performance of the personnel of the Contractor assigned to this Contract is at an unacceptable level, such personnel shall cease to be
assigned to this Contract and shall return to the Contractor, and the Contractor shall provide a substitute to the Owner, in accordance with the previous paragraph. Absence of acceptable key personnel for the Contract shall constitute an event of default.

4. If the Contractor is unable to provide an adequate substitute in accordance with the previous paragraphs, the Owner reserves the right to terminate the Contract.

V PRICE ADJUSTMENT

A. ECONOMIC PRICE ADJUSTMENT

Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the County and to Gordian. In the event the Contractor fails to deliver the request timely, then the County shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the County. Thereafter, the Contractor’s Adjustment Factors will be adjusted according to the following:

B. The Contractor’s Normal Working Hours and Other than Normal Working Hours Adjustment Factors will be adjusted according to the following:

1. A Base Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the Contract date.

2. A Current Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the annual Contract anniversary.

3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.

4. To obtain the Contractor’s new Adjustment Factors effective for the next 12 months, the Contractor’s original Adjustment Factors shall be multiplied by the either the Economic Price Adjustment, or 3% per anniversary year, whichever is less.

5. Averages shall be obtained by summing the 12-month indices and dividing by 12.

6. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:

7. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.

8. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).

C. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.

D. If the Owner fails to issue the Economic Price Adjustment by the anniversary date, it is the Contractor’s responsibility to request the Economic Price Adjustment. Under all circumstances, should the Contractor submit a Price Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the price submitted in the Price Proposal.

E. The updated Adjustment Factors will be applicable to those projects whose Price Proposal due date is after the anniversary date of the effective date of the Contract. For example: The first anniversary date is July 1, 2020, the second anniversary date is July 1, 2021, etc. Therefore, a project whose Price Proposal due date is July 20, 2020, the re-calculated Adjustment Factors would be used.
f. The Contractor cannot delay the Price Proposal due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.

VI. EVENTS OF DEFAULT

A. Events of Default

In addition to the "Events of Default" specified in Article 31 of the Supplementary General Conditions, the following event will also be considered "Events of Default"

1. Failure to meet any or all of the performance standards identified in Article VIII of these JOC General Conditions.

VII. EXTENSION OF CONTRACT PERFORMANCE

A. Option Periods

1. The Base Term of the Contract is twelve (12) months or when the maximum value of $2,000,000 is achieved. At the conclusion of the initial term, the Contract shall expire, or the County may choose to exercise an option term.

2. The County shall have the right and option to extend this Contract for a maximum of four (4) additional twelve (12) month terms. Each option term shall be twelve (12) months from the expiration of the previous term or until the achievement of the maximum value of the term, whichever occurs first. The maximum value of each option term shall be $2,000,000 plus any carry over amounts from the initial term or any option term(s). The maximum value of the contract shall not exceed $10,000,000 over a five (5) year period.

3. An option term shall be exercised by written notice to the Contractor.

4. If, at the expiration of a Contract term, any money remains, that money will be carried over to the next term.

VIII. STANDARDS OF PERFORMANCE

1. Job Order Contracting is a performance based contracting system. Once the Contractor has been issued Job Orders equal to the Minimum Contract Amount, the County is under no further obligation to issue additional Job Orders. If the need exists and the Contractor has met the following performance standards the County may continue to issue Job Orders up to the potential Maximum Contract Amount. The continuation of the Contract and execution of option terms will depend upon the Contractor's performance in the following performance standards.

   a. Submission of the Detailed Scope of Work: When requested, the Contractor shall prepare and submit Detailed Scopes of Work in accordance with Article III.B.3 of these JOC General Conditions. Failure to submit Detailed Scopes of Work within the time so stipulated by the County will be considered an event of non-performance.

   b. Submission of the Contractor's Price Proposal and Job Order Proposal Package: The Contractor shall submit Price Proposals in accordance with Article III.B.5 of these JOC General Conditions and the Job Order Proposal Package in accordance with Article III.B.7 of these JOC General Conditions. The Contractor shall submit Price Proposals on or before the date so indicated on the RFPP and the Job Order Proposal Package within the time period so indicated in Article III.B.7. Failure to submit the above Proposals within the time so stipulated by the County will be considered an event of non-performance.

   c. Quality of the Contractor's Price Proposal and Job Order Proposal Package: The Contractor, in preparation of its Price Proposal, shall select only those tasks from the CTC that are required to accomplish the Detailed Scope of Work at the required quantity. Failure of the Contractor to justify its selection of tasks at the selected quantities will be considered an event of non-performance.
performance. The Contractor is expected to submit Price Proposals correct the first time. However, the County recognizes that some adjustments might have to be made to the Price Proposal after review by the County. Therefore, the County will consider a quality Price Proposal as one that can be approved on the first or second submission. If corrections are not made to the satisfaction of the County after the second submitted Price Proposal, this will be considered an event of non-performance. The Contractor, in preparation of its Job Order Proposal Package, shall include all the documents in accordance with Article III.B.7 of these JOC General Conditions. Failure to submit complete and accurate Job Order Proposal Packages the first time will be considered an event of non-performance.

d. **Quality of Construction:** The Contractor shall perform the construction work in accordance with the Contract Documents and perform any Work according to the Specifications. Failure of the Contractor to perform the construction work in accordance with the Contract Documents and to the level of the County’s satisfaction will be considered an event of non-performance.

e. **Timely Construction:** As requested by the County, the Contractor shall mobilize all trades and subcontractors, so construction starts in a by the County’s requested start date. During the course of construction, the Contractor shall perform the work in a manner so that the agreed upon schedule and completion date remain intact. If, for any reason, delays are incurred, the Contractor shall take necessary steps to expedite construction as to make up for any lost time. The Contractor shall perform any punch list Work in a timely manner. Failure of the Contractor to perform all construction related activities in a timely manner will be considered an event of non-performance.

f. **Response to Egordian® Inquiries:** The County will register each Job Order on the Egordian® website as a means for the contracting community to be notified as to the nature of the Work. For each Job Order, the County will identify all trades associated with the Job Order. The Contractor is expected to be responsive to those firms who contact them after viewing the posting on the Egordian® site. Failure to respond to those firms who contact the Contractor because of the posting they saw on the Egordian® website will be considered an event non-performance.
IX: JOC SOFTWARE AND SYSTEM LICENSE

A. JOC Software

1. Lake County selected The Gordian Group’s (Consultant) Job Order Contracting (“JOC”) Solution (Gordian JOC Solution) for their JOC program. The Gordian JOC Solution includes Consultant’s proprietary, eGordian®, ezIQC®, Gordian Cloud, JOC applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Lake County. The Contractor shall be required to execute Consultant’s JOC System License to obtain access to Consultant’s JOC Solution. The Contractor’s use, in whole or in part, of the Consultant’s JOC Applications, Construction Task Catalog® and other proprietary materials provided by the Consultant for any purpose other than to execute work under this Contract for Lake County is strictly prohibited unless otherwise approved in writing by the Consultant. The Contractor hereby agrees to abide by the terms of the following JOC System License:

B. JOC System License

1. The Consultant hereby grants to the Contractor, and the Contractor hereby accepts from the Consultant for the term of this Contract or Consultant’s Contract with Lake County, whichever is shorter, a non-exclusive right, privilege, and license to Consultant’s proprietary JOC System and related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of executing Contractor’s responsibilities to Lake County under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Consultant’s JOC Applications and support documentation, Construction Task Catalog®, training materials and other Consultant provided proprietary materials. In the event this Contract expires or terminates as provided herein, or the Consultant’s Contract with Lake County expires or terminates, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to the Consultant.

2. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to the Consultant for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of the Consultant. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of the Consultant in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

3. In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by Lake County, this JOC System License shall take precedence.

END OF GENERAL CONDITIONS
LABOR STATUTES, RECORDS AND RATES
CONSTRUCTION CONTRACTS for LAKE COUNTY - STATE OF ILLINOIS

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

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

1.0 Equal Employment Opportunity:
   1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
   1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
   1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
   1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/1 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Lake County is enclosed and must be prominently posted at the project site by the Contractor.
   4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
4.1.1 The County shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the County. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, “submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project.”

4.2.1 The Contractor shall submit to the County by tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker’s name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

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

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

6.0 Illinois Workers on Public Workers Act: In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following: “Illinois Workers on Public Works Act, 30 ILCS 570/ et seq, including Public Act 096-0929 signed into law on June 16, 2010.” The level of unemployment in the State of Illinois has exceeded 5% for two (2) consecutive calendar months.
Please see Attachment Provided or visit the Illinois Department of Labor’s website for current prevailing wage rates and requirements.

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

## Lake County Prevailing Wage for August 2018

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**Legend**

**M-F OT Unless** otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH Overtime** pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

**Explanations LAKE COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.
EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER
The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The cleanup and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATION TECHNICIAN
Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER
Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers, treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-Loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyer; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; High lift Shovels or Front End loader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Crete’s: Squeeze Crete’s-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tourna pull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyer, Portable; Forklift Trucks; High lift Shovels or Front-End loaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;
Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift. Class 5. Assistant Craft Foreman.


Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front End loader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melter's; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc.; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front End loader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;
Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; High lift Shovels or Front End loader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheep’s Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Skid Steer Loader (all);

Brick Forklifts; Oilers. Class 6.

Field Mechanics and Field

Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature. OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50-ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.
Class 5. Friction or Lattice Boom Cranes. Class 6.

ROV Pilot, ROV Tender

TRAFFIC SAFETY - Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclid’s, Hug Bottom Dump Turn pulls or Turn trailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclid’s, Hug Bottom Dump Turn trailers or turn pulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic–Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self–loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires...
these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".
AUTHORIZED NEGOTIATORS:

Name: __________________________________ Phone #___________________ Email Address: ________________

Name: __________________________________ Phone #___________________ Email Address: ________________

BUSINESS ORGANIZATION: (check one only)

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

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

____ Corporation: State of incorporation: __________________________

____ Non-profit Corporation

____ 501c3-- U.S. Internal Revenue Code

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

________________________________________
Business Name

________________________________________
Signature

________________________________________
Print or Type Name

________________________________________
Title

________________________________________
Date
BID 19075 - Job Ordering Contracting for Lake County

BIDDER QUALIFICATION FORM  APRIL 2019

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

Name: __________________________________________________________________________
Address: ________________________________________________________________________
________________________
Phone: _____________________ Fax: _____________________________________________
Email Address __________________________________________________________
Project Manager: ______________________________________________________________

# Years in Business: _______ Number of Employees: _________________
Annual Sales: $ ______________ Dunn & Bradstreet #: _________________

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

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION TITLE</th>
<th>NUMBER OF YEARS</th>
<th>AREA OF RESPONSIBILITY/TASK EXPERIENCE</th>
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Please return this form with all Bid Documents by the date and time shown on the Invitation to Bid.

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

Business duration: Minimum 5 years in business.

a. Relevant Construction experience: Minimum of 3 similar projects completed in the last 15 years having a construction cost of at least $2,000,000 or more. Projects should be of similar complexity and demonstrate the bidder’s ability and experience to successfully complete this specific project.

b. Safety: Worker’s compensation premium modifier not more than 1.0 or an explanation of special circumstances.


d. Reference check: Positive references and confirmation of firm’s capabilities.

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

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

2. List Proposed Major Subcontractors for this Project:

<table>
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<tr>
<th>Trade</th>
<th>Name</th>
<th>Address</th>
<th>Amount ($)</th>
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3. Bank Reference: _____________________________ _____________________________

   Address: ________________________________________________________________

   Contact: ________________________________________________________________
4. Bonding Company: ____________________________________________
   Agency Name: ________________________________________________
   Address: ____________________________________________________
   Contact: ____________________________________________________

5. Insurance Company: _________________________________________
   Agency Name: ________________________________________________
   Address: ____________________________________________________
   Contact: ____________________________________________________

6. Trade References (list Four):
   Name: _______________________________________________________
   Address: ____________________________________________________
   Contact: ____________________________________________________
   Telephone #: ________________________________________________

   Name: _______________________________________________________
   Address: ____________________________________________________
   Contact: ____________________________________________________
   Telephone #: ________________________________________________

   Name: _______________________________________________________
   Address: ____________________________________________________
   Contact: ____________________________________________________
   Telephone #: ________________________________________________

   Name: _______________________________________________________
   Address: ____________________________________________________
   Contact: ____________________________________________________
   Telephone #: ________________________________________________
7. **A. Have you within the last five years failed to complete a contract?**
   Yes ______________ No ______________

**B. Are there any judgments, claims or suits pending or outstanding against you?**
   Yes ______________ No ______________

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

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

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

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

   **Current Assets:** $ __________________________________________

   **Fixed Assets (Depreciated):** $ _______________________________________

   **Other Assets:** $ ________________________________________________

   **Total Assets:** $ ________________________________________________

   **Current Liabilities:** $ __________________________________________

   **Long Term Liabilities:** $ _________________________________________

   **Total Liabilities:** $ ____________________________________________

   **Net Worth:** $ ________________________________________________

   **Date of Latest Balance Sheet:** ________________________________

   **Accounting Firm:** ____________________________________________

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

9. **Major Contracts Completed During Last Five Years:**

<table>
<thead>
<tr>
<th>Year</th>
<th>Name of Project</th>
<th>Architect/Engineer</th>
<th>Contract Amount ($)</th>
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61
10. Average Annual Billing for Last Five Years: $______________________________

11. Total Work in Progress and Under Contract: $______________________________

12. List All Major Work Currently Under Contract:

<table>
<thead>
<tr>
<th>% Completed</th>
<th>Name of Project</th>
<th>Architect/Engineer</th>
<th>Contract Amount ($)</th>
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The undersigned hereby certifies that answers to the foregoing questions and all statements therein contained are true and correct. Surety, bank, subcontractor, supplier, or any other persons, firms or corporations with whom we have done business, or who have extended any credit to us are hereby authorized to furnish you with any information you may request concerning our organization including, but not limited to, information concerning performance on previous work or credit standing with any of them. We hereby release any and all such parties from any legal responsibility whatsoever of having furnished such information to you.

Name of Organization: ____________________________________________________________

By: __________________________________________________________________________

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

1. 
   Entity: ____________________________________________________________
   Address: ____________________________________________________________
   City, State, Zip Code: ________________________________________________
   Name of Contact Person: _____________________________________________
   Email Address: _______________________________________________________
   Telephone Number: _________________________________________________
   Description of Services Provided: ______________________________________
   Date of Service: ______/_____/______ To: ______/_____/_______

2. 
   Entity: ____________________________________________________________
   Address: ____________________________________________________________
   City, State, Zip Code: ________________________________________________
   Name of Contact Person: _____________________________________________
   Email Address: _______________________________________________________
   Telephone Number: _________________________________________________
   Description of Services Provided: ______________________________________
   Date of Service: ______/_____/______ To: ______/_____/_______

3. 
   Entity: ____________________________________________________________
   Address: ____________________________________________________________
   City, State, Zip Code: ________________________________________________
   Name of Contact Person: _____________________________________________
   Email Address: _______________________________________________________
   Telephone Number: _________________________________________________
   Description of Services Provided: ______________________________________
   Date of Service: ______/_____/______ To: ______/_____/_______
The undersigned acknowledges receipt of the following addendum(s):

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<th>ADDENDUM #</th>
<th>SIGNATURE</th>
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I have examined and carefully prepared the submittal documentation in detail before submitting my response to Lake County.

Submittal Number: _______________________________________________________

Company Name: __________________________________________________________

Authorized Representative: _____________________________________________

Authorized Representative: _____________________________________________

Signature

Print

Date: _________________________________________________________________

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

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

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.
Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking proposers to provide a Statement of Sustainability to ensure our proposers are also incorporating sustainability into their firms’ practices.

**INSTRUCTIONS**

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

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

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

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

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

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

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**Waste Minimization**

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**Energy Efficiency**

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CONTINUE TO NEXT PAGE
Water Efficiency

Staff

Education
VENDOR DISCLOSURE STATEMENT

<table>
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<th>Vendor Name:</th>
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<td>Address:</td>
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<tr>
<td>Contact Person:</td>
<td>Contact Phone #:</td>
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<td>Bid/RFP/SOI/Contract/Renewal:</td>
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Vendors wishing to contract with Lake County for goods and services in an amount greater than $30,000 shall submit this form in advance of award. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, or officers of the vendor’s company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.

- All political campaign contributions made by the vendor or an owner, principal, officer, manager, lobbyist, agent, consultant, counsel, subcontractor or corporate entity under the control of the vendor to any county board member, county board chair, or countywide elected official as well as contributions to any political action committees within the last five years.

**FAMILIAL RELATIONSHIPS**

List below the names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor’s company have a familial relationship and the nature of the relationship. Please attach additional pages as necessary.

<table>
<thead>
<tr>
<th>Name and Department/Agency of Lake County Employee/Public Official</th>
<th>Familial Relationship</th>
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**CAMPAIGN CONTRIBUTIONS**

List below the campaign contributions that have been made within the last five years. Please attach additional pages as necessary.

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at [www.lakecountyil.gov](http://www.lakecountyil.gov).

The full text of the County’s Ethics and Procurement policies and ordinances are available at [www.lakecountyil.gov](http://www.lakecountyil.gov).

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

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<th>Title:</th>
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<tr>
<td>Printed Name:</td>
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<td>Date:</td>
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Addendum Acknowledgement BID #19075

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The Construction Task Catalog® is included in the Contract by reference and is available as a separate PDF document.

https://thegordiangroup-my.sharepoint.com/:f:/p/d_lee/EhrXfDSNtA5PrWSizhtex5gB2XDQVPQ08vbhTUYa0xn8fg?e=eDJz3I
The Technical Specifications are included in the Contract by reference and are available as a separate PDF document.

https://thegordiangroup-my.sharepoint.com/:f:/p/d_lee/EhrXfDSNtA5PrWSizhtex5gB2XDQVPQ08vbkTUYa0xn8fg?e=eDJz3I