

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

GENERAL

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

ARTICLE 1 – DEFINITIONS

SC 1.01.A.20.

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

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

ARTICLE 2 – PRELIMINARY MATTERS

SC 2.02.A.

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

No printed copies of the Contract Documents shall be furnished.

SC 2.03.A.3.

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

SC 2.04.

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

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

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

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

1. Project safety.

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC 4.01.

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

It is anticipated that the Notice to Proceed will be sent September, 2026 and work will commence by September, 2026.

SC 4.04

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

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

ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIROMENTAL CONDITIONS

SC 5.03

Soil borings have not been completed.

SC 5.06

A limited environmental testing report has not been completed.

ARTICLE 6 – BONDS AND INSURANCE

SC 6.01.D

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

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

Add the following Paragraph 6.01 G after Paragraph 6.01F

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

SC 6.03. - CONTRACTOR'S INSURANCE

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

A. The CONTRACTOR shall maintain for the duration of the contract and any extension of it, including warranty period, 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- VIII 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:

1. **Comprehensive General Liability (CGL) Insurance** – CGL 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.

2. **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)

3. **Excess/ Umbrella Liability Insurance** - the Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage.

For projects with estimated value up to \$10M coverage should be \$2,000,000 per occurrence and \$2,000,000 aggregate

Excess/Umbrella Liability shall be in excess of General, Auto and Employers Liabilities

4. **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.

5. **Contractor's Pollution Liability** - 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
6. **Installation Floater / Builders Risk** - Contractor's builders risk / installation floater should cover materials during transit to the project site, while stored on-site and during 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.
7. **Professional Liability – Errors and Omissions** - 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.

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

1. The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
2. To provide separate endorsements and to name as additional insureds with respect to the General Liability Insurance, Auto Liability Insurance and Excess/Umbrella Liability Insurance:
 - a. Lake County, its officers, agents and employees, all members of Boards, Commissions, Committees, Trustees and Organizations of the County, all volunteers and members of volunteer organizations and other non-paid personnel, including college and high school interns, while acting on behalf of the County
 - b. Lake County's Consulting Engineer: Gewalt Hamilton Associates, Inc.

- c. Consulting Engineer's sub Consultants: None
- d. Grant Township
- 3. To provide thirty (30) days' notice, in writing by endorsement, of cancellation or material change to the required insurance.
- 4. The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- 5. A waiver of subrogation in favor of Lake County including its agents, officers, employees, and volunteers shall be included on General Liability, Auto Liability, Excess/Umbrella Liability Insurance and Workers Compensation.
- 6. Lake County shall be provided with Certificates of Insurance evidencing the above required insurance and the appropriate corresponding ISO form endorsements, 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 St, 9th Floor
 - Waukegan, IL 60085
 - Attention: Yvette Albarran, Lake County Purchasing Agent
- 7. **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

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

SC 6.05. - PROPERTY INSURANCE

Entirely delete paragraphs 6.05.A through 6.05.F and reference SC 6.03 Contractor's Insurance.

SC 6.06. – WAIVER OF RIGHTS

Amend Paragraph 6.06.A of the General Conditions by deleting "Paragraph 6.05" in the 1st line and inserting "SC 6.03" in its place.

SC 6.07. – RECEIPT AND APPLICATION OF PROPERTY INSURANCE PROCEEDS

Amend Paragraph 6.07.A. of the General Conditions by deleting "Paragraph 6.05" in the 2nd line and inserting "SC 6.03" in its place.

Amend Paragraph 6.07.B. of the General Conditions by deleting "Paragraph 6.05" in the 5th line and inserting "SC 6.03" in its place.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC 7.02

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

‘...during regular working hours, Monday through Friday 7 AM – 3:30 PM. CONTRACTOR will not perform Work on a Saturday, Sunday, or any legal holiday, including Juneteenth.’

Add the following paragraph immediately after Paragraph 7.06O:

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

SC 7.08.

Revise Paragraph 7.08.A to read as follows:

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

7.08.B The contractor shall comply with all conditions of permits issued by the Lake County Stormwater Management Commission (LCSMC), the United States Army Corps of Engineers (USACE), and Grant Township. Compliance includes satisfying the Designated Erosion Control Inspector (DECI) requirement.

SC 7.15.

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

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

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

SC 7.16.

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

Unless otherwise directed in the Technical Specifications, four (4) complete sets of Shop Drawings shall be submitted for review by the ENGINEER. Each submittal shall be

identified by both a unique submittal number and the specification section and/or paragraph number most clearly describing the equipment to be reviewed. Unrelated equipment shall not be submitted under any one submittal number.

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

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC 9.13.

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

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

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

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC 10.01.

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

10.01.B When ENGINEER, ENGINEER'S CONSULTANT and/or OWNER (THEY) are on the project site to perform the duties and responsibilities as set forth in the General Documents, THEY will comply with CONTRACTOR'S safety plans, programs, and procedures. In the event THEY determine that CONTRACTOR's safety plans, programs, and procedures do not provide adequate protection for THEY, THEY may direct their employees to leave the Project site or implement additional safeguards for THEY's protection. If taken, these actions will be in furtherance of THEY's responsibility to their own employees only, and THEY will not assume any

responsibility for protection of any other persons affected by the Work. In the event THEY observe situations which appear to have potential for immediate and serious injury to persons, THEY may warn the persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and THEY will not, by the issuance of any such warning, assume any responsibility to issue future warnings or any general responsibility for protection of persons affected by the Work.

SC 10.03.

Add the following sentence to the end of Paragraph 10.03 A of the General Conditions:

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

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

SC 11.01.

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

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

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

SC-11.04

Add the following after Paragraph 11.04.A:

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

SC 11.05.

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

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

that such time extension shall be CONTRACTOR's sole and exclusive remedy for such delay.

SC 11.06.

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

SC 11.07.

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

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

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

SC 13.01.

Amend Paragraph 13.01.B.5.f of the General Conditions by deleting "Paragraph 6.05" in the 5th line and inserting "SC 6.03" in its place.

SC 13.03.

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

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

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

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

SC 14.02.

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

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

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

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

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

SC 15.01.

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

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

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

SC 15.04.

Amend Paragraph 15.04.A.4 of the General Conditions by deleting "Paragraph 6.05" in the 2nd line and inserting "SC 6.03" in its place.

SC 15.06.

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

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

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC 16.04.

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

ARTICLE 18 – MISCELLANEOUS

SC 18.01

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

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

SC 18.09.

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

18.09 Lien Waivers:

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

SC 18.10

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

18.10 Notice to Residents

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

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

SC 18.11

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

18.11 PREVAILING WAGE REQUIREMENTS

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

E. Statement on Certified Payroll

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

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

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

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

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

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

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

SC 18.12

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

18.12 EMPLOYEE CLASSIFICATION ACT

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

***** END OF SUPPLEMENTARY CONDITIONS *****