

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. Bidder—The individual or entity who submits a Bid directly to OWNER.
 - B. Issuing Office—The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - C. Successful Bidder—The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
 - D. Agency—Illinois Environmental Protection Agency

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Bid documents including plans and specifications for this project are available to be downloaded at the following website: <http://lakecountypurchasingportal.com>. Click on the appropriate bid number to register. After registering, bidders have access to all bid documents including specifications, plans and related files.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 OWNER and ENGINEER in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request Bidder (including Bidder performs horizontal directional drilling) shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated.
 - B. A list of the property and equipment available to the Bidder to evaluate if the Bidder can complete the Work in accordance with the Bidding Documents.
 - C. A financial statement of the Bidder showing that the Bidder has the financial resources to meet all obligations incidental to the Work.
 - D. The Bidder's performance record giving the description, location and telephone numbers of similar projects constructed in a satisfactory manner by the Bidder.
 - E. A list of projects presently under contract, the approximate contract amount, and the percentage of completion for each.

- F. A list of contracts which resulted in lawsuits.
- G. A list of contracts defaulted.
- H. A statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing Work of like nature or magnitude.
- I. A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.
- J. The technical experience of personnel guaranteed to be employed in the responsible charge of the Work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.
- K. Such additional information as will assist OWNER in determining whether the Bidder is adequately prepared to fulfill the contract.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

- A. The Supplementary Conditions identify:
 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 5.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Document, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 5.03.B of the General Conditions has been identified and established in paragraph 5.03 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

4.03 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 5.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 5.03.B of the General Conditions has been identified and established in paragraph 5.03 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws

from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 5.03 and 5.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 5.06 of the General Conditions.
- 4.05 Due to COVID-19, there is no site visit arranged by Lake County personnel.
- 4.06 Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work, if any, that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that related to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
 - A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03.A of the General Conditions, and carefully study all reports and drawings if a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
 - E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplemental examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Document, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

- H. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-bid conference will be conducted via a Zoom meeting due to COVID-19. See Invitation to Bid for time and date. Go to Purchasing Portal for call in information.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 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.
- 7.02 ANY and ALL changes to these specifications are valid only if included in an addendum issued by Lake County Purchasing. 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 as 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.
- 7.03 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 – BID SECURITY

- 8.01 A bid must be accompanied by a Bid security in the amount of 10% of Bidder's maximum bid price and in the form of a certified or bank check or a Bid Bond [on the form attached] issued by a surety meeting the requirements of paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security shall guarantee the Successful Bidder will execute the Agreement, furnish the required contract security, and meet the other conditions of the Notice of Award. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 Materials and equipment described in the Contract Documents by using the name of a proprietary item or name of a particular supplier is intended to establish type, function, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER. Application for acceptance of substitutes and "or-equal" items will not be considered by ENGINEER until after the Effective Date of Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraph 7.04 and 7.05 of the General Conditions and may be supplemented in the Supplementary Conditions or General Requirements.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after the Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection

to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

ARTICLE 13 – PREPARATION OF BID

- 13.01 Only the Bid form included with the Bidding Documents shall be used to submit a Bid. Additional copies may be obtained from the issuing office.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid Item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of Illinois or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.
- 13.12 Bids which are signed by an attorney-in-fact for individuals, firms, partnerships or joint ventures shall have attached thereto a power-of-attorney evidencing authority to sign the Bid.
- 13.13 It is the responsibility of the Bidder to submit a neat, accurate, and complete Bid.
- 13.14 The Bid shall contain a Contractor Qualification Form which provides experience information that meets the following criteria. Failure to meet these experience requirements or failure to provide the

required information at bid time will result in bid rejection. Failure to provide crews or Quality Control Inspectors with the requisite experience will result in termination of the services of the Contractor for cause by the Owner in accordance with Section 14.06 of the General Conditions.

- 13.15 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. Bidders shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum issued within three business days of the submittal due date.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 Each prospective Bidder is furnished one copy of the Bidding Documents with one copy each of the Bid form, and, if required, the Bid Bond.
- 14.02 A Bid shall be submitted no later than the date and time prescribed and per the electronic bid submission instructions within the Invitation to Bid.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its bid, and the Bid security will be returned, if written authorization to withdraw the bid is provided by the Lake County Purchasing agent.

ARTICLE 16 – OPENING OF BIDS

- 16.01 Sealed bids will be received by the Lake County Purchasing Department until the date and time specified at which time they shall be opened via Zoom Meeting. Late bids shall be rejected and unopened. Lake County is only accepting electronic bid submission via the Lake County Purchasing Portal.

ARTICLE 17 – BASIS OF BID; EVALUATION OF BIDS

- 17.01 In order to be responsive, Bidders shall submit both of the Base Bid and the Base Bid and Additive Alternate Bid.
- 17.02 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 17.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 17.04 Unit Price
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule
- B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract price will be determined in accordance with paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where words and figures are used in the Bid Form, any discrepancies between words and figures will be resolved in favor of the words.
- 17.05 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 13.02 of the General Conditions.
- 17.06 OWNER shall have the right to reject any unit prices for additions to or deductions from the Work as given in the Bid, if the prices are considered excessive or unreasonable, or to accept any unit prices which may be considered fair and reasonable.
- 17.07 OWNER shall have the right to accept alternates in any order or combination or to not accept any, unless specifically otherwise provided. Acceptance of alternates will not be used to determine low bidder.
- 17.08 A Bid which does not contain a unit price which is both adequate and reasonable for each item named in the Bid may be considered irregular and subject to rejection.
- 17.09 OWNER may consider the qualifications and experience of Bidders, and the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- 17.10 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 17.11 OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – AWARD OF CONTRACT

- 19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder.
- 19.02 OWNER reserves the right to award this contract, in whole, in part, by line item or by group to the lowest responsive and responsible bidder who is in compliance with the specifications, terms, conditions, evaluation criteria, and Contractor Qualifications Form contained herein.
- 19.03 If the contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder(s).
- 19.04 If the contract is to be awarded, OWNER will give Successful Bidder notification within a reasonable time.
- 19.05 OWNER reserves the right to award any of the following combinations as deemed to be in the OWNER's best interest:
- a. Base Bid
 - b. Base Bid and Additive Alternate

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 The successful Contractor shall deliver within ten (10) calendar days after the date of the Owner's Notice of Award all performance and payment bonds and insurance along with the signed counterparts of the Agreement. Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. These requirements include but are not necessarily limited to:
- 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 contract price as security for the faithful performance of the contract; and
 - 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 contract price; and
- A Certificate of Insurance with all required endorsements.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

ARTICLE 22 – WAGE RATES

22.01 This project is subject to the Wage of Employees on Public Works (Prevailing Wage) Act (Illinois Revised Statutes, Chapter 48, Section 39s, et. seq.). Not less than the minimum wage rates as established by OWNER or State of Illinois Department of Labor shall be paid.

22.02 The current wage rates can be found at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> and are incorporated in the Contract Documents.

22.03 The wage rates will be incorporated into and made a part of the Contract Documents when the Contract Documents are prepared for execution.

ARTICLE 23 – TAX

23.01 OWNER is exempt from the Illinois State and municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, Service Use Tax, as described in Illinois Revised Statute Chapter 120. Bid prices shall not include the cost of such taxes.

23.02 Federal excise tax does not apply to materials or services purchased by OWNER. Should the federal excise tax be applicable to this transaction, OWNER will furnish a federal exemption certificate. The Bid prices quoted herein by Bidder shall include all other direct or indirect federal, state, and local taxes which apply.

23.03 CONTRACTOR(S) shall forward this information to their Suppliers in order that the sale of such materials and equipment be properly recorded as a tax-exempt sale.