

Request for Proposal

Issued by the Cook County Land Bank Authority

Demolition of Harvey Chicago Park Hotel

➤ **Address: 17040 Halsted St, Harvey, IL 60426**

For

Cook County Land Bank Authority

Board of Directors

Cook County Land Bank Authority

Commissioner Bridget Gainer, Chair

Robert Rose, Director

Responses to be submitted in electronic format (Adobe PDF preferred) and submitted to: info@CookCountyLandBank.org

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1) INSTRUCTIONS TO PROPOSERS

a) Definitions

- i) Proposer shall mean the individual or business submitting a Proposal to supply the services required by the RFP.
- ii) Proposal shall mean the complete proposal submitted by the Proposer to provide the service, which constitutes an offer to contract with CCLBA at said terms and conditions.
- iii) CCLBA shall mean the Cook County Land Bank Authority.
- iv) Contract shall mean the agreement between the CCLBA and the Contractor, which shall be awarded by the CCLBA on a per property basis.
- v) Contractor shall mean the individual or business entity submitting a Proposal and to whom CCLBA will award the contract(s).
- vi) Chief Procurement Officer shall mean the Executive Director of the Cook County Land Bank Authority.

b) Content of Proposals

A complete Proposal will consist of:

- i) A Letter of Interest (L.O.I.), which will include a brief summary of the qualifications of the contractor;
- ii) Copies of current professional licenses;
- iii) Copies of any certifications achieved relevant to the services requested
- iv) Costs to provide the following services:
 - a. Demolition services as outlined in the demolition specs (see Section 4(g) below)
 - b. Expectations or requirements of the CCLBA, and,
 - c. Other such information that is required for CCLBA to evaluate the quality and completeness of the proposed project;
- v) Statement of Qualifications, which will include a brief description of the contractor's work history, number and titles of employees, number of years performing demolition and deconstruction services.
- vi) Provide a list of professional references for whom the contractor has or is providing demolition services. Include the name of the contact person, name of the company or firm, and telephone number and email address for the contact. Please provide at least three (3) references for services performed within the last twelve (12) months. Professional references can be forgone if the contractor has performed demolition services for CCLBA in the prior twelve (12) months.
- vii) Financial status: Please provide complete audited financial statements for the last two (2) fiscal years.
- viii) Legal Actions: Please provide a list of any pending litigation in which the proposer may experience significant financial settlement and include a brief description of the reason for legal action. If no legal action is pending, include a section in the proposal marked "Legal Actions – None."

- ix) Conflict of Interest: Provide information regarding any real or potential conflict of interest. Failure to reveal any potential conflict of interest at the time of proposal may represent a breach of contract, subject to appropriate penalties.
- x) Statement concerning amount of anticipated participation by M/WBE firms as contractor or subcontractor in project, what steps Proposer has taken to secure M/WBE participation as per the requirements of the M/WBE ordinance, and whether Proposer will seek a waiver to exempt Proposer from complying with M/WBE policy (see Section 2(j) below).
- xi) Statement concerning efforts that have been or will be taken to recruit and hire local workers to meet project needs, if any.
- xii) Certificate of insurance, including general liability and errors and omissions. Proposer must list Cook County Land Bank Authority and the County of Cook, Illinois as an additional insured party upon successful contract with CCLBA.
- xiii) Any additional items as outlined in the Cook County CBDG Special Provisions (see section 4(i) below).

Please include the name of Proposer on all documents contained in the proposal.

c) Proposer Warrantees

The submission of a Proposal shall constitute a warranty that (1) Proposer has carefully and thoroughly reviewed the RFP and exercised all need for guidance or clarification of any terms and conditions expressed by CCLBA; (2) Proposer and all staff intended to work on this project are skilled and experienced in the type of services called for in this RFP; (3) neither Proposer nor any subcontractor intended to work on this project is currently in arrears to Cook County, nor has defaulted on any past contract with Cook County or the CCLBA; and, (4) neither the Proposer nor any of its employees, agents, suppliers, or subcontractors have relied on any verbal representations from the CCLBA or its employees, contractors, or directors. Failure of Proposer to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

d) Submission of Proposals and Significant Dates

Mandatory pre-bid meeting:

10:00 a.m. on Wednesday, January 17, 2018 at 69 W Washington St., Suite 2200
Conference Room B, Chicago, IL 60602

Complete proposal submissions will be accepted beginning:

9:00 a.m. on Monday, January 22, 2018

Deadline for submissions is:

5:00 p.m. on Wednesday, February 14, 2018

Proposals shall be submitted in electronic format (Adobe PDF preferred) to:
info@CookCountyLandBank.org

Incomplete proposals will not be accepted, nor will proposals from proposers who did not attend the pre-bid meeting.

e) Modification of Proposals

Proposers may withdraw Proposals at any time. No modifications will be accepted on Proposals submitted, though revised Proposals may be resubmitted.

f) Acceptance of Proposals

The CCLBA reserves the right to reject any or all submissions, to extend the bidding period, to re-advertise for submissions, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interest of the CCLBA.

Upon acceptance and opening of all Proposals, the Chief Procurement Officer, or their designee, of the CCLBA, may schedule and hold interviews with those candidates that it deems most qualified and will negotiate with the number one ranked submission to determine if it is possible to come or enter into or agree to an acceptable contract. If the Chief Procurement Officer, or their designee, determines that they are unable to come to an acceptable contract with the number one firm, then the Chief Procurement Officer, or his designee, will negotiate with the number two firm. This process shall be followed until the Chief Procurement Officer, approves a contract. Proposals will be evaluated in terms of the comprehensiveness of the services offered, pricing, and experience of the Proposer with projects of similar size, scope, and complexity. It is the stated goal of the CCLBA to award contracts at the lowest price for the services requested to the most responsible and responsive Proposer.

g) Prices Firm

Prices for the proposed services must be kept firm for at least one hundred and twenty (120) days after the last time specified for submission of Proposals. Firm Proposals for periods of less than this number of days may be considered non-responsive. Proposer may specify a longer period of firm price than indicated here. If no period is indicated by the Proposer in the Proposal, the price will be firm until written notice to the contrary is received from the Proposer.

h) Notices

All communications concerning this proposal must be presented in writing via email (preferred) or standard U.S. mail. Include the contract number in the subject line of all electronic correspondence. Questions should be directed to:

Mustafaa Saleh
Asset Manager
Cook County Land Bank Authority
69 W. Washington St., Suite 2938,
Chicago, IL 60602
Email: Mustafaa@CookCountyLandBank.org

Gene Kelley
Asset Manager
Cook County Land Bank Authority
69 W. Washington St., Suite 2938,
Chicago, IL 60602
Email: Gene@CookCountyLandBank.org

i) Cooperation with the Inspector General

Persons or businesses seeking contracts from the CCLBA are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

2) COUNTY ORDINANCE REQUIREMENTS

All Purchases are subject to the following requirements as set forth in the Cook County Code of Ordinances.

a) Living Wage

All CCLBA Purchases shall comply with the requirements set forth in Section 34-160 (Living Wage) of the Cook County Code of Ordinances.

b) Prevailing Wage

All CCLBA Purchases shall comply with Sec. 34-161 (Prevailing Wage) of the Cook County Code of Ordinances.

c) Federal Prevailing Wage

As provided in Section 34-162 (Federal Prevailing Wage) of the Cook County Code of Ordinances, if a Procurement will be paid using federal funds, and if such federal funding requires compliance with the Davis-Bacon Act (40 U.S.C 276a-276a-7), then the Contract shall contain provisions requiring that the Contractor and any subcontractors shall pay the Federal Prevailing Wage.

d) Prevailing Wages for Covered Services.

Not less than the prevailing rate of Wages shall be paid and prevailing working conditions shall be provided to any laborer, worker and mechanic providing janitorial cleaning services, window cleaning services, elevator operator and starter services, and security services under a Contract, in accordance with Section 34-163 of the Cook County Code of Ordinances.

e) Recycled Products

All CCLBA Purchases shall comply with Section 34-215 through Section 34-222 (Recycled Products) of the Cook County Code of Ordinances. In applying such provisions, the term "County" shall mean "CCLBA" and the term "CPO" shall mean "Executive Director."

f) Predatory Lenders

All CCLBA Purchases shall comply with Section 2-407 (Predatory Lender Ordinance) of the Cook County Code of Ordinances. Each Proposal or Response submitted by a financial institution shall contain the certification set forth in Section 34-192 (Predatory lenders) of the Cook County Code of Ordinances,

g) Percentage of Work of Public Works Projects to be Performed by County Residents.

For any Public Works Contract having an estimated contract price of one hundred thousand dollars (\$100,000.00) or more, where not otherwise prohibited by Federal or State law, at least fifty (50) percent of the total hours worked on the site by employees of the Contractor and subcontractors shall be performed by residents of the County.

h) Re-Entry Employment Proposal Incentive.

All Public Works Contracts with an estimated Proposal Price of one hundred thousand dollars (\$100,000.00) or more shall include the Proposal Incentive Provision established in the Cook Re-Entry Employment Proposal Incentive Ordinance as set forth in Section 34-231 through Section 34-236 of the Cook County Code of Ordinances.

i) Compliance with Child Support Orders.

All CCLBA Purchases shall comply with Sec. 34-369 (Child Support Payment) of the Cook County Code of Ordinances.

j) Minority and Women Owned Business Enterprises.

All CCLBA Purchases shall comply with Sec. 34-260 through Sec. 34-289 (Cook County Minority and Women Owned Business Enterprise) of the Cook County Code of Ordinances; provided however, that the Executive Director shall have the duties and responsibilities imposed upon the County's Chief Procurement Officer and the Contract Compliance Officer; and that the Board shall have the powers and duties of the County Board.

In its Proposal, Proposer shall state the name(s) of the minority and women business enterprise subcontractor(s) and the level of participation proposed for each firm to be awarded a subcontract, where applicable. In the event that the Proposer does not meet the MBE/WBE participation goal, Proposer must nonetheless demonstrate that it undertook good faith efforts to satisfy the participation goal. Evidence of such efforts may include, but shall not be limited to, documentation demonstrating that the Proposer made attempts to identify, contact, and solicit viable MBE/WBE firms for the services required, that certain MBE/WBE firms did not respond or declined to submit proposals for the work, or any other documentation that helps demonstrate good faith efforts. Failure by the Proposer to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by the CCLBA in its evaluation of the Proposer's responsibility and responsiveness.

k) Local Business Preference.

As provided in Section 34-230 of the Cook County Code of Ordinances, the Executive Director shall recommend award of the Procurement to the lowest Responsible and Responsive Proposer which is a Local Business, so long as the Proposal of such Proposer does not exceed the Proposal of the lowest Responsive and Responsible Proposer by more than two (2) percent.

l) Veteran's Preferences and Incentives.

All CCLBA Purchases shall comply with Sec. 34-237 through Sec. 239 (Veterans Preference and Incentives) of the Cook County Code of Ordinances.

END OF SECTION

3) GENERAL CONDITIONS

a) Subcontracting or assignment of contracts

Once awarded, the contract may not be subcontracted or assigned without prior written authorization of the CCLBA Purchasing Agent Any unauthorized subcontracting or assignment shall render the contract null and void.

b) Indemnification

The Contractor agrees to indemnify and save harmless the CCLBA and its directors, consultant, employees, agents and representatives, and their respective heirs, successors, and assigns, from and against any and all costs expenses, attorney's fees, losses, damages, and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts and omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the contractor.

c) Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. No payment shall be made without such invoices having been submitted in the proper form approved by the CCLBA.

d) Prepaid Fees

In the event this contract is terminated by either party, for cause or otherwise, and the County has prepaid for any service or contract good to be provided pursuant to this contract, Contractor shall refund to the CCLBA, or a prorated basis to the effective date of termination, all amounts prepaid for such service or contract good not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of the termination.

e) Price Reduction

If at any time after the contract award, the Contractor makes a price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period.

f) Disputes

The Chief Procurement Officer shall have final authority to resolve any disputes. Any dispute may be presented to the Chief Procurement Officer in writing, specifying the nature of the dispute and the relevant contract section. The Chief Procurement Officer will conduct a review and execute a decision in writing and mail or otherwise furnish a copy to the contractor and to the disputing party, if different from the contractor.

Notwithstanding a dispute, the contractor shall continue to discharge all its obligations, duties, and responsibilities set forth in the Contract during any dispute resolution proceeding, unless otherwise agreed to by CCLBA in writing.

g) Modifications and Amendments

Modifications and amendments may be made to the contract, provided such modifications and amendments are approved in writing by the Chief Procurement Officer. No change to the contract may extend the contract period more than one (1) year, nor may any change increase the value of the contract more than ten (10) percent over the contract award.

h) Default

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this contract, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by CCLBA, setting forth the nature of such breach. A material breach of the contract by the Contractor includes, but is not limited to, the following:

- (1) Failure to begin performance under this contract within the specified time;
- (2) Failure to perform under this contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
- (3) Performance of this contract in an unsatisfactory manner;
- (4) Refusal to perform services deemed to be defective or unsuitable;
- (5) Discontinuance of performance of Contractor's obligations under the contract or the impairment of reasonable progress of performance;
- (6) Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency;
- (7) An assignment of this contract for the benefit of creditors
- (8) Any cause which impairs performance in acceptable manner;
- (9) Any other material breach of any term or condition of this contract.

CCLBA shall be in default hereunder if any material breach of the contract by CCLBA occurs, which is not cured by CCLBA within forty-five (45) days after written notice of breach has been given by contractor to CCLBA, setting forth the nature of the breach.

i) Cook County Land Bank Authority Remedies

If the contractor fails to remedy a material breach during the ten (10) day cure period pursuant to Section 2(h), CCLBA shall have the right to terminate this contract, provided however, that CCLBA shall give the contractor written notice of its intent to terminate. Following notice to the contractor, CCLBA reserves the right to withhold payments owed to the Contractor until such time as the Contractor has cured the breach, which is the subject matter of the notice. In addition, CCLBA shall have the rights to pursue all remedies available in law or equity.

j) Contractor's Remedies

If CCLBA has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to Section 2(h), the contractor shall have the right to terminate this contract, provided however, the contractor shall give CCLBA thirty (30) days prior written notice of termination.

Contractor shall have the rights to pursue all remedies available in law or equity. In cases the contractor's damages shall be those provable damages not to exceed the value of the contract as awarded by the CCLBA. Contractor shall not disrupt the operation or repossess any component thereof.

k) Delays

Contractor agrees that no charges or claims for damages shall be made by contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this contract.

l) Patents, Copyrights, and Licenses

Contractor warrants that any software, licenses, programs, work product, intellectual property, equipment, hardware or part or use thereof is provided to CCLBA legally and without infringement on any patent, copyright, or license or any other intellectual property right. Contractor shall agree to hold harmless and indemnify the CCLBA at its own expense against any suit or proceeding brought against the CCLBA based on a claim that the ownership or use of said items or any part thereof constitutes a violation or infringement of rights belonging to a party other than the contractor.

m) Compliance with Laws

Proposer shall at all times observe and comply with the laws, ordinances, regulations, and codes of the Federal, State, County, and other local governments which may in any manner affect the preparation of the Proposal or the performance of the contract.

Proposer shall also comply with by the rules and procedures approved and adopted by the CCLBA and the Cook County Land Bank Ordinance, which can be found on the CCLBA website www.cookcountylandbank.org.

n) Termination for Convenience

CCLBA may terminate this Contract, or any portion, at any time by notice in writing to the Contractor.

o) Guarantees and Warrantees

All guarantees and warrantees required shall be furnished by the Contractor and shall be delivered to the Executive Director before final voucher on the contract is issued. The Contractor agrees that the contract goods or services to be furnished shall be covered by the most favorable commercial warrantees the Contractor gives to any customer for the same or substantially similar contract goods or service and that the rights and remedies so provided are in addition to and do not limit any rights afforded to the CCLBA.

p) Standard of Contract Goods

Only new, originally manufactured, contract goods will be acceptable to CCLBA. CCLBA will not accept any contract goods that have been refurbished, rebuilt, restored, or renovated in any way, nor will it accept experimental contract goods. Contract goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for reasonable period of time prior to the offering of the proposal, will be considered experimental.

q) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this contract or any time thereafter, except solely as required in the course of contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting CCLBA and will not disclose any of CCLBA's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from the CCLBA without prior approval of CCLBA. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to the CCLBA free of charge.

All documents, data, studies, reports, work product or product created as a result of the performance of Service(s) shall be the property of CCLBA. It shall be a breach of this contract for the contractor to reproduce or use, any documents, data, studies, reports, work product, or product obtained from the CCLBA or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the contractor.

r) Audit: Examination of records

Contractor agrees that the CCLBA auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the contract, have access and the right to examine any books, documents, papers, cancelled checks, bank statements, purveyor's and other invoices, and records of the contractor related to the contract, or to contractor's compliance with any term, condition, or provision thereof. The contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this contract.

Contractor further agrees that it shall include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CCLBA auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the subcontract, have access and the right to examine any books, documents, papers, cancelled checks, bank statements, purveyor's and other invoices, and records of such subcontractor involving transactions related to the subcontract, or to such subcontractor's compliance with any term, condition, or provision thereunder or of the contract.

In the event the contractor receives payment under the contract, reimbursement for which is later disallowed by the CCLBA, the Contractor shall promptly refund the disallowed amount to the CCLBA on request, or at the CCLBA's option, the CCLBA may credit the amount disallowed from the next payment due or to become due to the contractor under any contract with the CCLBA.

s) Entire Contract

It is expressly agreed that the provisions set forth in the contract constitute all of the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this contract are of no force and effect.

t) Force Majeure

Neither contractor nor CCLBA shall be liable for failing to fulfill any obligation under this contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, tornadoes, floods, epidemics, or riots.

END OF SECTION

4) Special Conditions

a) Scope

The Cook County Land Bank Authority (CCLBA) invites qualified contractors to submit Proposals for consideration to provide the following services:

Demolition / Deconstruction Services of the Harvey Chicago Park Hotel located at 17040 Halsted St., Harvey, IL 60426 (PINs: 29-29-206-016-0000; 29-29-206-017-0000)

b) Value of the Project:

Services will be contracted, billed, and paid on a per property basis.

c) Method for Payment

Services will be billed and paid upon completion of the project to the satisfaction of CCLBA. Although CCLBA will do its best to provide payment sooner, Contractor should expect a payment period of thirty (30) to forty-five (45) days.

d) Contract Period

The contract will end upon completion of the project to the satisfaction of CCLBA.

e) Bonding

The successful bidder for the project will be required to file a performance bond equal to one hundred (100) percent of the bid, with sureties to be approved by the CCLBA, which performance bonds shall be conditioned upon proper and faithful performance by the Contractor of the work specified in accordance with the specifications therefore, according to the time and terms and conditions of the contract; and also that the bidder and contractor shall properly pay all debts incurred by the Contractor in the execution of the work, including those for labor and materials furnished.

f) Background on the Cook County Land Bank Authority

The CCLBA was established via Ordinance by the Cook County Board on January 16, 2013. The CCLBA is the largest geographic land bank in the country covering 946 square miles, encompassing 130 municipalities and 5.1 million people and is the first single purpose entity in Cook County to focus solely on returning vacant and foreclosed property back to active and productive use throughout the region. The CCLBA comprises a 15-member governing board.

g) Demolition Specs

DESCRIPTION

This project consists of building and site demolition, removal of basement/foundations including backfill of the excavation, securing all necessary permits (demolition, water/sewer cuts, remediation, soil erosion and any other required permits by Local, State or Federal government), and utility disconnects (electric, gas, water and sewer or capping of wells and abandonment of septic).

A description of the work of the contract can be summarized as follows:

1. Site and Building Demolition
 - a. Be accurately aware of property corners and lot lines to set limit of demolition. While some properties may receive staked surveys prior to demolition, contractor is responsible to verify property location. Any properties with completed surveys will have copies of those surveys available in the Cook County Land Bank Authority (CCLBA).
 - b. Utility disconnects
 - c. Asbestos remediation – Please refer to Asbestos Survey Report provided with this RFP (visit <http://www.cookcountylanbank.org/resources/bid-documents/>)
 - d. Removal of all improvements inside the yellow box indicated as “Work Area” in Appendix A (structures, basements, slabs, footings, curb, pavement, landscaping block, landscaping walls, landscaping, flag poles, paver brick, fencing, etc.). ***All pole lighting and site signage should remain. All pavement, and landscape islands outside of the notated work area should also remain.***
 - e. Removal of all cut brush and trees, construction debris, and miscellaneous debris on site. Site area is outlined in Appendix A.
2. Protection of trees - It shall be the responsibility of the Contractor to protect all living trees with a diameter of four (4) inches or greater that are located where growth was clearly intended (i.e. site perimeter and landscaped islands).
3. Site restoration - Site restoration including fill, compaction, and grading of all disturbed areas.
4. Except for items indicated to remain the Contractor’s property, deconstructed materials shall become the CCLBA’s property and shall be removed and disposed of legally pursuant to the Cook County Demolition Debris Diversion Ordinance.
5. Document deconstruction/demolition process and assure compliance with local, county, state and federal requirements. Specific interim reports, if required, are described in the documentation section.

WORK SCHEDULE

A preliminary work schedule must be supplied to the Cook County Land Bank Authority within ten (10) days of contract awards. Updated schedules must be provided a minimum of forty-eight (48) hours in advance of demolition to provide for adequate time to remove CCLBA locks and property and to provide appropriate staffing.

Work should be scheduled for the most efficient operation. Coordinate with utility companies and/or local agencies to verify the shutting off and capping utility services (electric, cable, water, storm sewer, sanitary sewer, etc.) has been completed prior to the start of demolition.

Contractor shall notify the CCLBA twenty-four (24) hours in advance of any sub-contractor being on site and provide the sub's company name, address, telephone and FAX number.

Contractor will furnish certificates of insurance, which specifically set forth evidence of all coverage required of the contractor and sub-contractors prior to commencement of work. Cook County Land Bank Authority and County of Cook, Illinois must be listed as additional insured. Certificates shall be sent to the Cook County Land Bank Authority.

CONTRACTOR'S USE OF PREMISES

During the period of this contract, the Contractor shall have full use of the lots occupied by the structures. The Contractor's use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded. Do not disturb portions of the site beyond the areas which the work is indicated.

1. Driveways and Entrances: Keep driveways and entrances servicing adjacent properties clear.
2. Drive approaches located between the sidewalk and curb must be left as is.
3. Any debris or sedimentation deposited in the road right-of-way shall be properly removed by the Contractor at the Contractor's expense.

PROJECT CONDITIONS

Dust Control

1. The Contractor will use all means necessary to control dust on and near the work area as well as on or near all off-site areas if such dust is caused by Contractor's operations during performance of the work or if it results from the condition in which the contractor leaves the site.
2. All surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance to the public and adjacent properties.

Protection

1. The Contractor will use all means necessary to protect adjacent property before, during and after demolition work.
2. In the event of damage, the Contractor shall immediately make all repairs and

replacement necessary to the approval of the CCLBA and at no cost to the CCLBA.

Safety

The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with OSHA.

PRODUCTS

Fill Material

All fill material shall be subject to the approval of the CCLBA.

Upon request, contractor must be able to provide receipts, analytical data or certification from the source documenting that all off-site materials to be used as backfill or fill is uncontaminated. The following tests shall be performed, by the source or by CCLBA or its agent at the Contractor's expense, for certification of contaminate-free fill.

1. Volatile Organics (Method 8260)
2. Semi-volatile Organics (Method 8270)
3. Pesticides/PCBs (Method 8080) and
4. Metal tests for arsenic, barium, cadmium, copper, lead, mercury, selenium, silver and zinc matter.

Fill material shall be free of rocks or lumps larger than three (3) inches in greatest dimension.

Pulverized building materials shall not be used as fill material.

Fill from off-site shall be from a commercial source; however, no fill is permitted in flood plain areas. In the event the demolition is in a designated flood plain, grading should be filled using the current ground on site.

EXECUTION

Preparation

1. Protect structures, utilities, sidewalks, pavements and other facilities to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
 - a. In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of the CCLBA and at no cost to the CCLBA.
2. Contractor will be required to provide barricades and any required signage to minimize vehicle entrance onto the property or pedestrian traffic during the work period.
3. Contractor to furnish and install fencing around the work site for the duration of the work. The fencing shall be maintained daily and shall be removed upon completion.
4. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties, drives and walkways.

5. Protect existing trees that are to remain.

Dewatering

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared sub-grades, or flooding project site and surrounding area.
2. Protect sub-grades with barriers or insulating blanket from softening and damage by rain or water accumulation.

Excavation

1. Explosives are not allowed without advance approval from the CCLBA.
2. Excavation is unclassified and includes excavation to required sub-grade elevations regardless of the character of materials and obstructions encountered.

Stability of Excavations

Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

Backfill

Backfill excavations promptly, but not before completing the following:

1. Removal of trash and debris from excavation
2. Removal of temporary shoring and bracing and sheeting.

Fill

Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.

Plow strip or break up sloped surfaces steeper than one (1) vertical to four (4) horizontal so fill material will bond with existing surface.

When sub-grade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture-condition or aerate soil and re-compact to required density.

Place fill in layers to an elevation of between six (6) to eight (8) inches above adjacent undisturbed ground.

Moisture Control

Uniformly moisten or aerate sub-grade and each subsequent fill or backfill layer before compaction to within two (2) percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry satisfactory soil that is too wet to compact to specified density.

Compaction

Place backfill or fill materials in layers not more than twelve (12) inches in loose depth. Contractor shall achieve compaction by reasonable means subject to inspection by CCLBA. Heavy Equipment such as loaders, bulldozers, etc. may be used to achieve compaction. If the compaction methods do not achieve the required compaction, then mechanical vibratory equipment shall be used.

Grading

General: Uniformly grade areas to a smooth surface, free from irregular surface changes.

1. Provide a smooth transition between existing adjacent grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
3. Avoid directing watershed onto adjacent properties.

Site Grading: Slope grades to direct water to adjacent right-of-ways. Provide a uniform finished surface grade sloped at two (2) percent minimum and five (5) percent maximum. Match existing grade at adjacent property lines.

Protection

All live trees four (4) inches or greater in diameter located where growth was clearly intended (i.e. site perimeters and landscaped islands) shall be protected. If such trees are damaged, the Contractor shall replace damaged tree or have fee reduced equivalent to replacement cost.

Protecting Graded Areas: Protect newly graded area from traffic, freezing, and erosion. Keep free of trash and debris.

Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled or lose compaction due to subsequent construction operations or weather conditions.

Settling

Where settling occurs during the project correction period, remove finished surfacing, backfill with additional approved material, compact and reconstruct surfaces.

Disposal of Surplus and Waste Material

Remove surplus satisfactory soils and waste/recyclable material, including unsatisfactory soil, trash, and debris and legally dispose of it off of CCLBA Property.

DOCUMENTATION

Upon request, contractor must be able to provide documentation including but not limited to:

- Performance bonding
- All relevant permits
- All relevant business licenses
- Certificates of insurance
- Soil tests for fill
- Proof of remediation
- Certified payroll
- Project schedules
- Date stamped progress photos

h) Delivery Cost

Contractor shall be responsible for the cost of all deliveries to CCLBA for services and materials provided under this contract.

i) Cook County CDBG Special Provisions

Contractor must agree to and abide by the following special provisions (click link below or visit <http://www.cookcountylandbank.org/resources/bid-documents/>):

https://www.cookcountyil.gov/sites/default/files/final_cdbg_special_provisions_for_federally-funded_projects_-_031017_0.pdf

END OF SECTION

1) Economic Disclosure Statement and Execution Document

Proposer must complete and return the enclosed "Economic Disclosure Statement & Forms" along with their proposal. In the event that further clarification is required on any of the information provided, CCLBA reserves the right to make any necessary inquiry with a Proposer for such purpose. Such inquiry, if made, may include a deadline by which time any necessary clarifying information must be submitted.

Forms are available at <http://www.cookcountylandbank.org/resources/bid-documents/>

END OF SECTION

1) Appendix A

Please refer to the document entitled RFP-Appendix A available at:
<http://www.cookcountylandbank.org/resources/bid-documents/>

END OF SECTION