

Summary

McHenry County College requests proposals from companies to provide *Lighting System Improvement Project* for the College.

Date Issued: March 13, 2015
Service Requested: Lighting System Improvement Project
RFP Closing Date/Time: April 2, 2015 – 10:00 A.M.
RFP Contact: Jennifer Jones, Director for Business Services
JJONES@MCHENRY.EDU

Proposals must be sealed and delivered to the attention of Jennifer Jones, Director for Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before April 2, 2015, 10:00A.M.CST.

All late proposals will be rejected.

All proposals must be signed by a duly authorized representative of the firm.

All unsigned proposals will be automatically rejected.

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate McHenry County College (MCC) or its Board of Trustees to award a contract or complete the proposed project, and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications, may be rejected. Responding vendors must include the required information called for in this RFP. MCC reserves the right to reject a proposal if required information is not provided or is not organized as directed. MCC also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on MCC's RFP website, www.mchenry.edu/bid. For this RFP, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

McHenry County College administration will evaluate all proposals. A recommendation to enter into an agreement with the successful bidder will be presented to the Board of Trustees at the April 23, 2015 meeting.

We appreciate your interest in McHenry County College and look forward to your response.



REQUEST FOR PROPOSAL

Lighting System Improvement Project

RFP #04022015

Issue Date: March 13, 2015

RFP Response Deadline: April 2, 2015

McHenry County College
8900 US Highway 14
Crystal Lake, Illinois 60012-2761
Telephone: (815) 455-3700

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1.0 GENERAL REQUIREMENTS

- 1.1 Introduction:** McHenry County College (hereinafter “MCC”) is inviting responsible Vendors (hereinafter “Bidder” or “Contractor”) to submit bids for the *Lighting System Improvement Project*. A more complete description of the supplies and/or services sought is provided in the Bid Specifications of the RFP. If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFP will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

Unsolicited bid samples or descriptive literature however, are submitted at the vendor’s risk, may not be examined or tested, will not be deemed to vary any of the provisions of the RFP, and may not be utilized by the vendor to contest a decision or understanding with MCC.

- 1.2 Background:** McHenry County College (MCC) is a community college offering pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. McHenry County College serves one of the fastest growing counties in Illinois. MCC is located forty-five miles northwest of downtown Chicago, the college is committed to providing high quality, need-based educational and training opportunities to adult residents of Community College District 528. Nearly 250,000 residents live within the MCC district boundaries. The college has one campus. The campus is located at 8900 U.S. Highway 14, Crystal Lake, IL 60012, with an additional corporate training facility at the Shah Center in McHenry, IL.
- 1.3 Contact Information/Bid Submission:** The contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Jennifer Jones
Director of Business Services
McHenry County College
8900 US Highway 14
Building A, Room 246
Crystal Lake, IL 60012
Email: jjones@mchenry.edu

- 1.4 Term of Contract:** Contract begins upon issue of purchase order. Work must be completed with invoice submittal by June 30, 2015.

The successful Contractor agrees to execute a formal written contract with McHenry County College subject to any modifications as may be required by MCC. Bids shall identify the individuals having authority to contractually bind the Contractor. It shall also name the person to be contacted both during the period of evaluation of bids and execution. This information is to include the name, title, address, telephone, fax number, and email address of this individual.

- 1.5 Minimum Bidder Qualifications:** The following minimum qualifications must be met by each bidder: The Bidder shall have previous experience in retrofitting lighting and possess manpower and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.
- 1.6 Inspection of Premises:** Bidders are invited to inspect the project site completely prior to submitting bids in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to MCC, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.
- 1.7 Key Event Dates:** The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

MCC Issues RFP listed at www.mchenry.edu/bid	March 13, 2015
Bidders are invited to inspect the project site completely prior to submitting bids in order to determine all requirements associated with the contract	
Last day for vendors questions via email jjones@mchenry.edu	March 23, 2015
Response to vendor questions will be listed by addendum at www.mchenry.edu/bid	March 25, 2015
Bid End Date	April 2, 2015
Bid Opening Date	April 2, 2015, 10:00am Bldg A, Board Room #217
Recommendation to Board of Trustees	April 23, 2015
Notification of Award	April 27, 2015
Contract Start Date	TBD
Project Manager Contact	Todd Wheeland 815-455-8564

2.0 BID SUBMISSION

- 2.1 Examination of Solicitation Documents and Explanation to Bidders:** Bidders are responsible for examining the solicitation documents and any addenda issued, to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Director of Business Services via email. The bidder making such request will be solely responsible for its timely receipt by the Director of Business Services. Replies to such notices may be made in the form of an addendum to the solicitation.
- 2.2 Submission:** The submission of a response shall be prima facie evidence that the vendor has full knowledge of the scope and nature of the project requirements. Faxed and Email Bids ARE NOT acceptable. All Attachments in Section 6.0 must be returned with the bid. All pricing should be included on the Bid Submission Form in Section 6.0.
- 2.3 Interpretation or Representations:** MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
- 2.4 RFP Questions and Clarifications:** Questions and requests for clarification are accepted only via e-mail. Official answers to questions will be provided via addendum.
- 2.5 Addendum:** The only method by which any requirement of this solicitation may be modified is by written addendum. MCC is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Any addendum will be posted to MCC's website at www.mchenry.edu/bid. The addendum shall be acknowledged by signature and included in your bid submission.
- 2.6 Bid Preparation Costs:** The costs for developing and delivering responses to this RFP are entirely the responsibility of the bidder. The University is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.
- 2.7 Cancellation of RFP:** If the Director of Business Services determines that it is in MCC's best interest, he/she reserves the right to do any of the following:
- Cancel this RFP
 - Modify this RFP in writing as needed
 - Reject any or all proposals received in bid to this RFP
- 2.8 Accuracy/ Withdrawal of Proposals Prior to Bid Opening:** Bids may be withdrawn in writing any time prior to the opening hour. However, no proposal may be withdrawn for a period of sixty (60) days subsequent to the opening of the Bid without the prior written approval of the Director of Business Services of McHenry County College.

2.9 Taxes: MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, MCC's Tax Exemption Certificate will be furnished.

2.10 Evaluation: In evaluating the bids submitted, MCC will apply the "Best Value" standard in selecting the vendor to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this bid will be made to that vendor whose offer conforms to the bid and it is determined to be the most advantageous, or "best value" to MCC, in the sole judgment of MCC. The selection process will include, but not be limited to, the following considerations:

1. The quality and range of services the firm proposes to provide.
2. Prior, equivalent work experience within higher education.
3. The ability to provide service in an expedient and efficient manner.
4. The firm's overall experience, reputation, expertise, stability and financial responsibility.
5. The extent to which the goods or services meet MCC needs.
6. The experience and qualifications of the staff that will be assigned to service MCC's account.
7. The provider's ability to assist MCC in meeting the overall goals of RFP.
8. The firm/vendor locale.
9. The firm/vendor's past relationship with MCC, if any.
10. Any other relevant factor that a business entity would consider in selecting a firm/vendor.

2.11 Award of Contract: MCC reserves the right to reject any or all prices or bids submitted, waive irregularities, and to accept that bid which is considered to be in the best interest of the College. Any such decision shall be considered final and not subject to recourse. Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered.

The successful bidder will be notified within three business days by e-mail or telephone of their award of contract following the Board of Trustees meeting. The vendor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from MCC. This bid will be awarded in its entirety to one vendor. We reserve the right to make moderate quantity alterations to conform to budget limitations

3.0 INSTRUCTION TO BIDDERS

Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. MCC reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid.

- 3.1. **Bid Format and Content:** In order for MCC to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.
- 3.2. **Cover Letter.** The cover letter must confirm that the **bidder understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP** and should the contract be awarded to your company, you would be prepared to begin services upon contract approval from MCC. The cover letter must include the full contact information of the person(s) MCC shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used.
- 3.3. **Experience & Operational Plan.** Bidders must describe their capabilities to provide the services requested in this RFP by providing the following:
 - A description of Bidder's experience as required in this bid.
 - Relevant samples/portfolio of related work, preferably in higher education.
 - Staffing and operational plan for this contract, including use of any subcontractors and description of equipment to be used.
- 3.4. **Biographies of the Account Team.** Bidders must include the biographies of the account team who will be assigned to the project.
- 3.5. **Pricing.** All pricing should be inclusive of all related fees, costs, etc. The college is not responsible for, nor will the College pay, for any costs associated with the bid that are not included in the bid submission.
- 3.6. **Packaging of Response:** Please submit ***two hard copies and one copy on flash drive*** of the bid. The bid documents, must be submitted by mail, hand delivery, overnight carrier or certified mail in a package sealed and labeled showing the following information on the outside:
 - Bidder's complete name and address
 - Solicitation Number
 - Bid Due Date and Time
 - Bid for Lighting System Improvement Project
 - Sealed Bid
- 3.7. **Late Bids: *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

3.8. **Bidder's Signature:** The bid submission form must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.

3.9 **Submit Bids To:**

McHenry County College
Attn: Jennifer Jones
Director of Business Support Services
8900 US Highway 14
Building A, Room 248
Crystal Lake, IL 60012

3.9. **Bid Opening:** MCC will open all bids that are submitted in a proper and timely manner and will record the names and other information specified by law and rule. All bids become the property of MCC and will not be returned except in the case of a late submission.

3.10. **Responders' Costs:** The cost of developing a bid for this RFP belongs solely to the bidder and may not be charged to MCC.

3.11. **Specifications:** General specifications are attached hereto and the bidders are expected to meet these specifications. A room schedule and fixture recap of rooms to be retrofitted in each building is included as part of these specifications and all bidders shall strictly adhere to this schedule in the preparation of their bid. **There will be no substitutes allowed for the particular fixtures or reflector kits specified by McHenry County College because of performance requirements of the lighting upgrade project.** Competition is invited on this bid; however, bidders are advised that McHenry County College reserves the right to reject any or all bids. It should not be inferred that McHenry County College will necessarily accept the low bid but will judge each proposal on its merits in comparison with other bids.

3.12. **Bid Price:** Bid prices shall include all labor (including any additional charges for overtime or off-hour work), permits, lamp and PCB ballast recycling, non-hazardous waste disposal, lifts for elevated work, all mounting materials for new fixtures including brackets, wire, wire nuts and all other material required to install and mount fixtures per the room schedules and fixture recaps and other costs normally associated with lighting retrofits. Any unforeseen electrical work that may be revealed during the course of this project shall immediately be brought to the attention of McHenry County College. McHenry County College may then, at its sole discretion, allow the Contractor to submit a not to exceed time and material bid to alleviate the electrical problem. Said work will be above and beyond the scope of this bid. Bid prices shall also include all material including lamps, ballasts, reflector kits and new fixtures included in the attached schedule of materials. Shipping costs shall be included in all bids presented to McHenry County College. No sales tax shall be included because McHenry County College is tax exempt and McHenry County College will present the winning bidder with the tax exempt certification after awarding the bid. McHenry County College requires the breakdown of the various costs enumerated in the bid form be made a part of this bid package. Any bidder that does not fully provide all required information may be deemed to be a non responsive bid at the sole discretion of McHenry County College.

3.13. **Withdrawal of Offer:** Bidders shall quote firm prices with prices not to be withdrawn for a period of 60 days from the date that the bids are due.

- 3.14. **Rejection of Offers:** McHenry County College reserves the right to reject any or all bids and to waive minor irregularities.
- 3.15. **Insurance:** Prior to commencing the lighting retrofit, the Contractor shall provide McHenry County College with a Certificate of Insurance, naming McHenry County College as additional insured, which shall evidence the following coverage:
- worker's compensation, as required by the laws of the State of Illinois
 - commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence
 - automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.
 - Fire and extended coverage insurance on all materials, supplies, equipment and tools owned by the Contractor and located on the job site.
- 3.16. **Performance and Payment Bond:** For every project greater than Five Thousand Dollars (\$5,000), Contractor shall procure a performance and payment bond for the full amount of the contract price. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.
- 3.17. **Lien Waivers:** Upon completion of the retrofit, Contractor shall provide McHenry County College with appropriate Lien Waivers to cover the total cost of the retrofit including all costs for work performed by any Sub-Contractors.
- 3.18. **Labor:** All labor shall be performed by licensed electricians or apprentices under the supervision of a Master electrician licensed by the State of Illinois. McHenry County College will work with the winning bidder to formulate a work schedule at least 3 or 4 days in advance of work being performed in the various buildings to be able to schedule most work during normal business hours. All labor performed after normal business hours at no additional cost to McHenry County College. Contractor must be the primary contractor for the work performed and have demonstrated the ability to install lighting fixtures and retrofits. Contractor shall be experienced in installation of fixtures and retrofits and shall provide owner a list of **Ten (10) references** of similar lighting projects in the Illinois area that they have performed as installer. **All labor must be paid prevailing wages as determined by the Illinois Department of Labor for the county in which the work will be performed.** Contractor is responsible for providing McHenry County College with written documentation of their compliance with the Illinois prevailing wage statute and is responsible for any fines or penalties to the state of Illinois if they are found to be in violation of the prevailing wage act.
- 3.19. **Hazardous Waste:** Contractor is responsible for the legal recycling of all fluorescent lamps and fluorescent ballasts containing PCBs. Contractor shall present written documentation from the EPA that it is licensed to properly transport and recycle all such materials before they are to begin work. Contractor will also provide written documentation that all such materials have been properly transported and recycled according to EPA guidelines. These costs will be included in the bid form by the contractor.
- 3.20. **Inquiries:** Any inquiries regarding bidding procedures or specifications should be directed in writing to Jennifer Jones, Director of Business Services, jjones@mchenry.edu.

4.0 GENERAL TERMS AND CONDITIONS

- 4.1 Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.
- 4.2 Purchase:** After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business Services.
- 4.3 Right to Cancel:** MCC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.
- 4.3 Proprietary Information:** Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While MCC will endeavor to maintain all submitted information deemed proprietary within MCC, MCC will not be liable for the release of such information.
- 4.5 Negotiation:** MCC reserves the right to negotiate all elements, which comprise the bidder's proposal to ensure the best possible consideration, be afforded to all concerned. MCC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of MCC.
- 4.6 Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of MCC.
- 4.7 Insurance Requirements:** If fabrication, construction, installation, service or other work is specified to be conducted on MCC's premises, supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Illinois; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. The successful bidder shall provide a certificate of insurance naming McHenry County College as additional insured.
- 4.8 Performance and Payment Bond:** For every project greater than Fifty Thousand Dollars (\$50,000), Contractor shall procure a performance and payment bond for the full amount of the contract price. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.
- 4.9 Prevailing Wage Law:** The Illinois Prevailing Wage Act, 820 ILCS 130/01 et.seq. shall be mandatory for all contractors and subcontractors who are hired by the College. The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the prevailing rate of wages in the county where the work is performed.
- 4.10 Indemnification:** The Contractor shall protect, indemnify and hold MCC harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.

- 4.11 Non-Discrimination:** The successful bidder will comply with all Federal and State requirements concerning fair employment, employment of the handicapped, and the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin, or physical handicap.
- 4.12 Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for State contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal; the definition of sexual harassment under State law; a description of sexual harassment (utilizing examples); the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission (including directions on how to contact the Department and Commission); and the applicability of protection against as provided by the Human Rights Act.
- 4.13 Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in writing the specific regulation which requires such alterations. McHenry County College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
- 4.14 Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of McHenry County College, including shipping and billing instructions. McHenry County College is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval from the Vice President for Finance, McHenry County College.
- 4.15 Compliance with Law:** Contractor will comply with all valid federal, state and local laws and all ordinances and regulations applicable to the manufacture, sale delivery and labeling of the goods ordered and in the performance of any work pursuant hereto. Contractor also certifies that the merchandise supplied meets both Illinois Life Safety Code and OSHA regulations.
- 4.16 Recycled Materials:** McHenry County College is required to purchase products incorporating recycled materials whenever technically and economically feasible. Contractors are encouraged to offer products with recycled content which meet specifications conforming to Illinois State Statute 415 ILCS 20/3.1 pertaining to public community colleges.
- 4.17 Disclosure:** Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.
- 4.18 Terms of Payment:** MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.
- 4.19 Material Safety Data Sheets:** In compliance with the "Toxic Substance Disclosure to Employees Act" (P.A.83-240) vendor must provide Material Safety Data Sheets (MSDS) within 30 days of shipment of any and all hazardous substance ordered on this purchase order. All MSDS sheets must be sent to the Purchasing Office.
- 4.20 Taxes:** MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, MCC's Tax Exemption Certificate will be furnished.
- 4.21 Equal Employment Opportunity:** To the extent that Vendor is subject to governmental orders, rules or regulations pertaining to Equal Employment Opportunity and/or to the maintenance or Non-segregated Facilities. Vendor hereby certifies that it is complying therewith, including where applicable, the submission and/or filing of Equal Employment Opportunity Compliance Reports and/or Certificates and/or filing of Certificates on Non-segregated Facilities. Compliance with the rules and regulations of the F.E.P.C., Article III, Section 3.1, Equal Employment Opportunity clause is required.

5.0 SPECIFICATIONS FOR LIGHTING SYSTEM IMPROVEMENT PROJECT

McHenry County College is proposing to replace the light pole **heads** in parking lots E and F and along Ring Road from the A parking lot east and south to the fire sciences building. This project will enhance light levels and reduce energy costs. All installations must be in compliance with Illinois building codes.

The bid package from the Contractor will include:

1. Bid Form
 - Signature of Authorization (The person signing the bid must be an officer in the company who has authority to approve the proposal).
2. Information on the Company
 - Company Profile
 - Ten (10) Recent References for Turnkey Projects
 - Liability Insurance Information
3. Field Operations
 - Organization of Personnel
 - Management
 - Installation
4. Subcontracting Information
 - Percent of work Subcontracted
 - Specific work to be subcontracted on this Project
 - Names of Subcontractors

Bid documents detail three separate lighting heads. Project bid price will be submitted using the McGraw-Edison GLEON fixture head. Alternate pricing will be noted as Alternate 1-priced with Holophane MGLED fixture heads and Alternate 2-priced with Beta-Cree ARE-EDG fixture heads. Fixture head details noted on the Luminaire Schedule on page E2 of the plans submitted by KJWW.

Bid pricing will include fixture heads as noted in plans, labor, materials and equipment needed to perform the improvement. All existing fixtures will be removed from the College property and be disposed of in a manner that is EPA approved.

All fixture head placement to follow the Site Lighting-Electrical Plan as shown on page E2 of the plans submitted by KJWW.

Contractor warranty will be two years from time of completion on materials and workmanship.

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BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements applicable to all Division 26 Sections. Also refer to Division 1 - General Requirements.
- B. All materials and installation methods shall conform to the applicable standards, guidelines and codes referenced in each specification section.

1.02 SCOPE OF WORK

- A. This Specification and the associated drawings govern furnishing, installing, testing and placing into satisfactory operation the Electrical Systems.
- B. The Contractor shall furnish and install all new materials as indicated on the drawings, and/or in these specifications, and all items required to make his portion of the Electrical Work a finished and working system.
- C. Description of Systems shall be as follows:
 - 1. Removal of existing site lighting fixture heads and replace with new. Existing poles are to be reused.

1.03 WORK SEQUENCE

- A. All work that will produce excessive noise or interference with normal building operations, as determined by the Owner, shall be scheduled with the Owner. It may be necessary to schedule such work during unoccupied hours. The Owner reserves the right to determine when restricted construction hours are required.

1.04 QUALITY ASSURANCE

- A. Contractor's Responsibility Prior to Submitting Pricing/Bid Data:
 - 1. The Contractor is responsible for constructing complete and operating systems. The Contractor acknowledges and understands that the Contract Documents are a two-dimensional representation of a three-dimensional object, subject to human interpretation. This representation may include imperfect data, interpreted codes, utility guides, three-dimensional conflicts, and required field coordination items. Such deficiencies can be corrected when identified prior to ordering material and starting installation. The Contractor agrees to carefully study and compare the individual Contract Documents and report at once in writing to the Architect/Engineer any deficiencies the Contractor may discover. The Contractor further agrees to require each subcontractor to likewise study the documents and report at once any deficiencies discovered.
 - 2. The Contractor shall resolve all reported deficiencies with the Architect/Engineer prior to awarding any subcontracts, ordering material, or starting any work with the Contractor's own employees. Any work performed prior to receipt of instructions from the Architect/Engineer will be done at the Contractor's risk.

BASIC ELECTRICAL REQUIREMENTS
26 05 00-1

- B. Qualifications:
1. Only products of reputable manufacturers as determined by the Engineer are acceptable.
 2. All Contractors and subcontractors shall employ only workmen who are skilled in their trades. At all times, the number of apprentices at the job site shall be less than or equal to the number of journeymen at the job site.
- C. Compliance with Codes, Laws, Ordinances:
1. Conform to all requirements of the Illinois Community College Board and all Codes, Laws, Ordinances and other regulations having jurisdiction over this installation.
 2. If there is a discrepancy between the codes and regulations and these specifications, the Engineer shall determine the method or equipment used.
 3. If the Contractor notes, at the time of bidding, any parts of the drawings or specifications that do not comply with the codes or regulations, he shall inform the Architect/Engineer in writing, requesting a clarification. If there is insufficient time for this procedure, he shall submit with his proposal a separate price to make the system comply with the codes and regulations.
 4. All changes to the system made after the letting of the contract to comply with codes or the requirements of the Inspector, shall be made by the Contractor without cost to the Owner.
 5. If there is a discrepancy between manufacturer's recommendations and these specifications, the manufacturer's recommendations shall govern.
- D. Permits, Fees, Taxes, Inspections:
1. Procure all applicable permits and licenses.
 2. Abide by all laws, regulations, ordinances, and other rules of the State or Political Subdivision where the work is done, or as required by any duly constituted public authority.
 3. Pay all charges for permits or licenses.
 4. Pay all fees and taxes imposed by State, Municipal, and other regulatory bodies.
 5. Pay all charges arising out of required inspections by an authorized body.
 6. Pay all charges arising out of required contract document reviews associated with the project and as initiated by the Owner or authorized agency/consultant.
 7. Where applicable, all fixtures, equipment and materials shall be listed by Underwriter's Laboratories, Inc. or a nationally recognized testing organization.
- E. Examination of Drawings:
1. The drawings for the electrical work are completely diagrammatic, intended to convey the scope of the work and to indicate the general arrangements and locations of light fixtures, etc., and the approximate sizes of equipment.

BASIC ELECTRICAL REQUIREMENTS
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2. Contractor shall determine the exact locations of equipment and rough-ins, and the exact routing of raceways so as to best fit the layout of the job.
3. Scaling of the drawings will not be sufficient or accurate for determining these locations.
4. Where job conditions require reasonable changes in arrangements and locations, such changes shall be made by the Contractor at no additional cost to the Owner.
5. Because of the scale of the drawings, certain basic items, such as junction boxes, pull boxes, conduit fittings, etc., may not be shown, but where required by other sections of the specifications or required for proper installation of the work, such items shall be furnished and installed.
6. If an item is either shown on the drawings or called for in the specifications, it shall be included in this contract.
7. The Contractor shall determine quantities and quality of material and equipment required from the documents. Where discrepancies arise between drawings, schedules and/or specifications, the greater and better quality number shall govern.
8. Where used in electrical documents the word "furnish" shall mean supply for use, the word "install" shall mean connect up complete and ready for operation, and the word "provide" shall mean to supply for use and connect up complete and ready for operation.
9. Any item listed as furnished shall also be installed unless otherwise noted.
10. Any item listed as installed shall also be furnished unless otherwise noted.

F. Electronic Media/Files.

1. Construction drawings for this project have been prepared utilizing AutoCAD MEP.
2. Contractors and Subcontractors may request electronic media files of the contract drawings and/or copies of the specifications. Specifications will be provided in PDF format.
3. Upon request for electronic media, the Contractor shall complete and return a signed "Electronic File Transmittal" form provided by KJWW.
4. If the information requested includes floor plans prepared by others, the Contractor will be responsible for obtaining approval from the appropriate Design Professional for use of that part of the document.
5. The electronic contract documents can be used for preparation of shop drawings and as-built drawings only. The information may not be used in whole or in part for any other project.
6. The use of these CAD documents by the Contractor does not relieve them from their responsibility for coordination of work with other trades and verification of space available for the installation.

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7 The information is provided to expedite the project and assist the Contractor with no guarantee by KJWW as to the accuracy or correctness of the information provided. KJWW accepts no responsibility or liability for the Contractor's use of these documents.

G. Field Measurements.

1. Verify all pertinent dimensions at the job site before ordering any conduit, conductors, wireways, fittings, etc.

1.05 SUBMITTALS

A. Submittals shall be required for the following items, and for additional items where required elsewhere in the specifications or on the drawings.

1. Submittals list

Referenced	
Specification Section	Submittal Item
26 51 00	Lighting

B. In addition to the provisions of Division 1, the following provisions are required:

1. Submittals shall include all fabrication, erection, layout, and setting drawings; manufacturers' standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams, and all other drawings and descriptive data of materials of construction as may be required to show that the materials, equipment or systems and the location thereof conform to the requirements of the contract documents.

2. The Contractor shall submit electronic copies of each shop drawing for review by the Architect/Engineer BEFORE releasing any equipment for manufacture or shipment.

3. The Contractor shall thoroughly review and approve all shop drawings before submitting them to the Architect/Engineer. CONTRACTOR'S APPROVAL STAMP IS REQUIRED ON ALL SUBMITTALS. APPROVAL WILL INDICATE THE CONTRACTOR'S REVIEW of all material and a COMPLETE UNDERSTANDING OF EXACTLY WHAT IS TO BE FURNISHED. Contractor shall clearly mark all deviations from the contract documents on all submittals. IF THE CONTRACTOR DOES NOT MARK DEVIATIONS, THEN THE ITEM SHALL BE REQUIRED TO MEET ALL DRAWING AND SPECIFICATION REQUIREMENTS.

4. Each data sheet shall clearly show at the top of the sheet what General Electrical Equipment Schedule symbol (and applicable variations and subscripts) that data sheet corresponds to.

5. Each data sheet shall show the size, rating, style, finish, material, catalog number, manufacturer name and product photos for each item to ensure compliance with these specifications.

6. Assemble all submittals in sets, such as lighting or contactors. All sets shall be identical and contain an index of the items enclosed with a general topic description on the cover.

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7. Where more than one model is shown on a manufacturer's sheet, clearly indicate exactly which item and which data is relevant to the work.
 8. Where the manufacturer lists multiple part numbers or options on a single data sheet, the part number and options to be used shall be clearly set apart from other part numbers shown on that sheet.
 9. Failure to comply with the above shall be reason to resubmit all shop drawings.
 10. The Engineer's responsibility shall be to review one set of shop drawing submittals for each product. If the first submittal is incomplete or does not comply with the drawings and/or specifications, the Contractor shall be responsible to bear the cost to the Owner, for the Engineer to recheck and handle the additional shop drawing submittals.
- C. Provide Schedule of Values:
1. Application forms: Use AIA Document Continuation Sheets G703 (or similar) as the form for application.
 2. Provide line items on the Schedule of Values including:
 - a. General Conditions (mobilization, bonds, insurance, etc.)
 - b. Lighting
 3. Change orders shall have schedule of values broken out as listed above submitted with each change order.
 4. Coordinate with the Project Engineer the items included in the Schedule of Values. The intent is to not create schedules in addition to those the Electrical Contractor normally submits to the General Contractor for payment.
- 1.06 PRODUCT DELIVERY, STORAGE, HANDLING AND MAINTENANCE
- A. Exercise care in transporting and handling to avoid damage to materials. Store materials on the site to prevent damage.
 - B. Keep all materials clean, dry and free from damaging environments.
 - C. Coordinate the installation of heavy and large equipment with the General Contractor and/or Owner. If the Electrical Contractor does not have prior documented experience in rigging and lifting similar equipment, he/she shall contract with a qualified lifting and rigging service that has similar documented experience. Follow all equipment lifting and support guidelines for handling and moving.
 - D. Contractor is responsible for moving equipment into the building and/or site. Contractor shall review site prior to bid for path locations and any required building modifications to allow movement of equipment. Contractor shall coordinate his/her work with other trades.
- 1.07 WARRANTY
- A. Provide one-year warranty for all fixtures, equipment, materials, and workmanship.
 - B. The warranty period for all work in this specification Division shall commence on the date of Substantial Completion or successful system performance whichever occurs later. The warranty may also commence if a whole or partial system or any separate piece of

BASIC ELECTRICAL REQUIREMENTS
26 05 00-5

equipment or component is put into use for the benefit of any party other than the installing contractor with prior written authorization of the Owner. In this instance, the warranty period shall commence on the date when such whole system, partial system or separate piece of equipment or component is placed in operation and accepted in writing by the Owner.

- C. Warranty requirements extend to correction, without cost to the Owner, of all work found to be defective or nonconforming to the contract documents. The Contractor shall bear the cost of correcting all damage due to defects or nonconformance with contract documents excluding repairs required as a result of improper maintenance or operation, or of normal wear as determined by the Architect/Engineer.

1.08 MATERIAL SUBSTITUTION

- A. Where several manufacturers' names are given, the manufacturer for which a catalog number is given is the basis of design and establishes the quality required.
- B. Equivalent equipment manufactured by the other named manufacturers may be used. Contractor shall ensure that all items submitted by these other manufacturers meet all requirements of the drawings and specifications, and fit in the allocated space. The Engineer shall make the final determination of whether a product is equivalent.
- C. Any material, article or equipment of other unnamed manufacturers which will adequately perform the services and duties imposed by the design and is of a quality equal to or better than the material, article or equipment identified by the drawings and specifications may be used if approval is secured in writing from the Architect/Engineer via addendum. The Contractor assumes all costs incurred as a result of using the offered material, article or equipment, on his part or on the part of other Contractors whose work is affected.
- D. Voluntary add or deduct prices for alternate materials may be listed on the bid form. These items will not be used in determining the low bidder. This Contractor assumes all costs incurred as a result of using the offered material or equipment on his part or on the part of other Contractors whose work is affected.
- E. All material substitutions requested after the final addendum must be listed as voluntary changes on the bid form.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All items of material having a similar function (e.g., lighting fixtures, contactors) shall be of the same manufacturer unless specifically stated otherwise on drawings or elsewhere in specifications.

PART 3 - EXECUTION

3.01 JOBSITE SAFETY

- A. Neither the professional activities of the Engineer, nor the presence of the Engineer or his or her employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by

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any regulatory agencies. The Engineer and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor is solely responsible for jobsite safety. The Engineer and the Engineer's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

3.02 ENGINEER OBSERVATION OF WORK

- A. The contractor shall provide seven (7) calendar days notice to the Engineer prior to:
 - 1. Placing fill over underground and underslab utilities.
- B. The Engineer will review the installation and provide a written report noting deficiencies requiring correction. The contractor's schedule shall account for these reviews and show them as line items in the approved schedule.

3.03 PROJECT CLOSEOUT

- A. The following paragraphs supplement the requirements of Division 1.
- B. Final Jobsite Observation:
 - 1. In order to prevent the Final Jobsite Observation from occurring too early, the Contractor shall review the completion status of the project and certify that the job is ready for the final jobsite observation.
 - 2. It is understood that if the Engineer finds the job not ready for the final observation and additional trips and observations are required to bring the project to completion, the cost of the additional time and expenses incurred by the Engineers will be deducted from the Contractor's final payment.
- C. The following must be submitted before Architect/Engineer recommends final payment:
 - 1. Operation and maintenance manuals with copies of approved shop drawings.
 - 2. Record documents including reproducible drawings and specifications.
 - 3. A report documenting the instructions given to the Owner's representatives complete with the number of hours spent in the instruction. The report shall bear the signature of an authorized agent of this Contractor and shall be signed by the Owner's representatives.

3.04 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. Submit an electronic copy and three (3) properly indexed and bound copies, in "D" ring style notebooks, of the Operations and Maintenance Instructions to the Architect/Engineer. Make all corrections or additions required.
- B. Operation and Maintenance Instructions shall include:
 - 1. Notebooks shall be heavy duty locking three ring binders and incorporate clear vinyl sheet sleeves on the front cover and spine for slip-in labeling. "Peel and stick" labels are **not** acceptable. Sheet lifters shall be supplied at the front of each notebook. Provide "Wilson-Jones" or equal, color black. Size notebooks a minimum of 1/2" thicker than material for future inserts. Label the spine and front cover of each notebook. If more than one notebook is required, label in

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consecutive order. For example; 1 of 2, 2 of 2. No other forms of binding will be acceptable.

2. Prepare binder covers (front and spine) with printed title "Operation and Maintenance Instructions", title of project, and subject matter of binder when multiple binders are required.
 3. Title page with project title, Architect, Engineer, Contractor, and Subcontractor with addresses, telephone numbers, and contacts.
 4. Table of Contents describing all index tabs.
 5. Listing of all Subcontractors and major equipment suppliers with addresses, telephone numbers, and contacts.
 6. Index tabs dividing information by specification section, major equipment, or systems. All tab titles shall be clearly printed under reinforced plastic tabs. Label all equipment to match the identification in the construction documents.
 7. Copies of warranties.
 8. Copies of all final approved shop drawings and submittals. Copy of power system study and overcurrent protective device settings.
- C. Operation and maintenance data shall consist of written instructions for the care, maintenance, and operation of the equipment and systems. Instruction books, cards, manuals furnished with the equipment shall be included.
- 3.05 INSTRUCTING THE OWNER'S REPRESENTATIVE
- A. Adequately instruct the Owner's designated representatives in the maintenance, care, and operation of the complete systems installed under this contract.
 - B. Provide verbal and written instructions to the Owner's representatives by FACTORY PERSONNEL in the care, maintenance, and operation of the equipment and systems.
 - C. Notify the Architect/Engineer of the time and place for the verbal instructions to the Owner's representative so his representative can be present if desired.
- 3.06 RECORD DOCUMENTS
- A. The following paragraphs supplement the requirements of Division 1.
 - B. Maintain at the job site a separate and complete set of electrical drawings and specifications with all changes made to the systems clearly and permanently marked in complete detail.
 - C. Mark drawings and specifications to indicate approved substitutions; Change Orders, and actual equipment and materials used. All Change Orders, RFI responses, Clarifications and other supplemental instructions shall be marked on the documents. Record documents that merely reference the existence of the above items are not acceptable. Should this Contractor fail to complete Record Documents as required by this contract, this Contractor shall reimburse Architect/Engineer for all costs to develop record documents that comply with this requirement. Reimbursement shall be made at the Architect/Engineer's hourly rates in effect at the time of work.

BASIC ELECTRICAL REQUIREMENTS
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- D. Record changes daily and keep the marked drawings available for the Architect/Engineer's examination at any normal work time.
- E. Upon completing the job, and before final payment is made, give the marked-up drawings to the Architect/Engineer.

3.07 ADJUST AND CLEAN

- A. Thoroughly clean all equipment and systems prior to the Owner's final acceptance of the project.
- B. Clean all foreign paint, grease, oil, dirt, labels, stickers, etc. from all equipment.
- C. Remove all rubbish, debris, etc., accumulated during construction from the premises.

3.08 FIELD QUALITY CONTROL

- A. General:
 - 1. Conduct all tests required during and after construction.
 - 2. Supply necessary instruments, meters, etc., for the tests. Supply competent technicians with training in the proper testing techniques.
 - 3. All cables and wires shall be tested for shorts and grounds following installation and connection to devices. Replace shorted or grounded wires and cables.
 - 4. Any wiring device, electrical apparatus or lighting fixture, if grounded or shorted on any integral "live" part, shall have all defective parts or materials replaced.
 - 5. If the results obtained in the tests are not satisfactory make adjustments, replacements, and changes as needed. Then repeat the tests, and make additional tests, as the Architect/Engineer or authority having jurisdiction deems necessary.
- B. Other Equipment:
 - 1. Give other equipment furnished and installed by the Contractor all standard tests normally made to assure that the equipment is electrically sound, all connections properly made, phase rotation correct, fuses and thermal elements suitable for protection against overloads, voltage complies with equipment nameplate rating, and full load amperes are within equipment rating.
- C. If any test results are not satisfactory, make adjustments, replacements and changes as needed and repeat the tests and make additional tests as the Architect/Engineer or authority having jurisdiction deem necessary.

END OF SECTION 26 05 00

BASIC ELECTRICAL REQUIREMENTS
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SECTION 26 05 05
ELECTRICAL DEMOLITION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Electrical demolition

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work shall be as specified in individual Sections.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. THE DRAWINGS ARE INTENDED TO INDICATE THE SCOPE OF WORK REQUIRED AND DO NOT INDICATE EVERY BOX, CONDUIT, OR WIRE THAT MUST BE REMOVED. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING A BID AND VERIFY EXISTING CONDITIONS.
- B. Verify that abandoned wiring and equipment serve only abandoned equipment or facilities. Extend conduit and wire to facilities and equipment that will remain in operation following demolition. Extension of conduit and wire to equipment shall be compatible with the surrounding area. Extended conduit and conductors to match existing size and material.
- C. Coordinate scope of work with all other Contractors and the Owner at the project site. Schedule removal of equipment and electrical service to avoid conflicts.
- D. Bid submittal shall mean the Contractor has visited the project site and has verified existing conditions and scope of work.

3.02 PREPARATION

- A. Disconnect electrical systems in parking lots scheduled for removal.
- B. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations. Assume all equipment and systems must remain operational unless specifically noted otherwise on drawings.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Demolish and extend existing electrical work under provisions of Division 1 of Specifications and this Section.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned wiring and raceway to source of supply.

ELECTRICAL DEMOLITION
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- D. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
 - E. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories. Ballasts in light fixtures installed prior to 1980 shall be incinerated in EPA approved incinerator or disposed of in EPA certified containers and deposited in an EPA landfill certified for PCB disposal or recycled by permitted ballast recycler. Punctured or leaking ballasts must be disposed of according to Federal Regulations under the Toxic Substance Control Act. Provide Owner and Architect/Engineer with a Certificate of Destruction to verify proper disposal.
 - F. Repair adjacent construction and finishes damaged during demolition and extension work. Patch openings to match existing surrounding finishes.
 - G. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
 - H. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified. Extended conduit and conductors to match existing size and material.
 - I. HID and fluorescent lamps, determined by the Toxicity Characteristic Leachate procedure (TCLP), to be hazardous waste shall be disposed of in a permitted hazardous waste disposal facility or by a permitted lamp recycler.
 - J. Regulatory Requirements. Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
 - K. This Contractor is responsible for all costs incurred in repair, relocations, or replacement of any cables, conduits, or other services if damaged without proper investigation.
- 3.04 CLEANING AND REPAIR
- A. Clean and repair existing materials and equipment that remain or are to be reused.
 - B. ELECTRICAL ITEMS (E.G., LIGHTING FIXTURES, CONDUIT, WIRE, ETC.) REMOVED AND NOT RELOCATED REMAIN THE PROPERTY OF THE OWNER. CONTRACTOR SHALL PLACE ITEMS RETAINED BY THE OWNER IN A LOCATION COORDINATED WITH THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF MATERIAL THE OWNER DOES NOT WANT
- 3.05 INSTALLATION
- A. Install relocated materials and equipment under the provisions of Division 1 of Specifications.

END OF SECTION 26 05 05

ELECTRICAL DEMOLITION
26 05 05-2

SECTION 26 51 00
LIGHTING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Exterior luminaires and accessories.

1.02 REFERENCES

- A. ANSI C78.377-2008 – Specifications for the Chromaticity of Solid State Lighting Products
- B. ANSI C82.77-2002 – Standard for Harmonic Emission Limits and Related Power Quality Requirements for Lighting Equipment
- C. IEEE C2 - National Electrical Safety Code

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 26 05 00.
- B. Submit product data sheets for luminaires and drivers. Include complete product model number with all options as specified. Submittal shall be arranged with fixtures listed in ascending order, and with each luminaire's associated driver information, following luminaire's product data. Failure to organize submittal in this manner will result in the submittal being rejected.
- C. Submit lens product data, dimensions and weights if not included in product data sheet submittal.
- D. Include outline drawings, support points, weights, and accessory information for each luminaire type.
- E. LED luminaire submittals shall include photometric report per IESNA LM-79-08 for the latest generation system being furnished, including independent testing laboratory name, report number, date, luminaire model number, input wattage, luminaire, and light source specifications. Manufacturer origin of LED chipset and driver shall be submitted.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site. Store and protect under provisions of Section 26 05 00.
- B. Protect luminaire finishes, lenses, and trims from damage during storage and installation. Do not remove protective films until construction cleanup within each area is complete.

1.05 WARRANTY

- A. Light emitting diode (LED) light engines and drivers shall have a five-year warranty from date of Substantial Completion.

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PART 2 - PRODUCTS

2.01 EXTERIOR LUMINAIRES AND ACCESSORIES - GENERAL

- A. Listed for wet or damp location as scheduled.
- B. Provide low temperature LED drivers, with reliable starting to -20°F.

2.02 LIGHT EMITTING DIODE (LED) LUMINAIRE SYSTEMS

- A. Light emitting diodes used in exterior applications shall have a minimum color rendering index (CRI) of 70. Color temperature of the luminaires shall be as noted on the luminaire schedule.
- B. LED chips shall be wired so that failure of one chip does not prohibit operation of the remainder of the chip array.
- C. LED Driver:
 - 1. Solid state driver with integral heat sink. Driver shall have overheat, short-circuit and overload protection, power factor 0.90 or above and maximum total harmonic distortion of 20%. Surge suppression device for all exterior luminaires.
 - 2. Driver shall have a minimum of 50,000 hours rated life.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install new site lighting heads on existing pole. Coordinate mounting requirements with existing pole and approved site luminaire. Provide all mounting hardware and accessories as required to make a complete and functional luminaire. Ensure the appropriate mounting hardware is provided in relation to the quantity of specified site lighting heads per pole.
- B. Orient site luminaire heads to obtain desired lighting levels as directed on the drawings.

3.02 ADJUSTING AND CLEANING

- A. Align luminaires and clean lenses and diffusers at completion of work. Clean paint splatters, dirt, and debris from installed luminaires.
- B. Touch up luminaire and pole finish at completion of work.

3.03 LUMINAIRE SCHEDULE

- A. As shown on the drawings.

END OF SECTION 26 51 00

LIGHTING
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6.0 ATTACHMENTS

ATTACHMENT A

**BID FORM
LIGHTING SYSTEM IMPROVEMENT SERVICES
MCHENRY COUNTY COLLEGE**

Fixtures \$ _____

Miscellaneous \$ _____

Material Total \$ _____

Labor \$ _____

Equipment \$ _____

Labor Total \$ _____

Grand Total \$ _____

Alternate 1 Total \$ _____

Alternate 2 Total \$ _____

Bid Submitted By: _____

Title: _____

Business Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

The signature below certifies that the entire bid document is in order and that all instructions, specifications, rules and regulations as stipulated by the McHenry County College will be adhered to and complied with.

Authorized Signature:

Date:

ATTACHMENT B

CONTRACTOR CERTIFICATION
Illinois Revised Statute 1987
Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company Name _____

By * _____

Address _____

City/State/ZIP _____

* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. **SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE.** Thus, once an INVITATION FOR BID for a particular contract is released, MCC cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.

ATTACHMENT C

CERTIFICATE OF COMPLIANCE WITH THE ILLINOIS PREVAILING WAGE LAW

Every eligible bidder and contractor/vendor shall comply with the employment section of Public Contracts provision of the Prevailing Wage Act, 820 ILCS 130/1, as amended.

McHenry County College District 528 8900 U.S. Highway 14 Crystal Lake, IL 60012		
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS <u>Certificate of Compliance with the Illinois Prevailing Wage Law</u>		
This letter is to certify that _____ (name of company)		
is in compliance with Section 39A9 of Chapter 48 of the Illinois Revised Statutes and all amendments pertaining to the payment of prevailing wages as established by the department of labor, to all laborers, workers, and mechanics performing work under this agreement/contract.		
Company street address _____		
City _____		
County _____ State _____ Zip _____		
Contact name _____ contact phone _____		
Sworn and subscribed to me on this _____ day of _____, 20____; before me, notary public appointed in _____ County for the state of Illinois.		
Signature of Notary _____		printed name _____
Seal _____		
Commission expiration date _____	city of residence _____	county of residence _____

ATTACHMENT D

LETTER TO CONTRACTORS

Subject: OSHA HAZARDOUS COMMUNICATION STANDARD

To Whom It May Concern:

The Occupational Safety & Health Administration (OSHA) Hazardous Communication Standard (29 CFR 1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. In order to comply with this requirement, McHenry County College has developed a list of all the hazardous chemicals known to be present in our facility. A Material Safety Data Sheet (MSDS/SDS) is also on file for each of these chemicals and/or hazardous substances. This information is available to you and to your employees upon request.

In order to protect the safety and health of our own employees as well as the employees of contractors/suppliers, contractor/suppliers must maintain and provide, upon request, an MSDS/SDS on any hazardous chemical(s) or material(s) which they bring to the facility. Failure to maintain an MSDS/SDS and provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.

Each employer is also responsible for notifying any subcontractor they employ regarding the requirements of OSHA's Hazard Communication Standard and other provisions described in this letter.

If we can be of any further assistance, please feel free to contact me at 815-759-7833.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**MC HENRY COUNTY COLLEGE
PURCHASE AGREEMENT FOR
LIGHTING SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (**Agreement**) is made as of _____, by and between **MC HENRY COUNTY COLLEGE**, 8900 U.S. Highway 14, Crystal Lake, IL 60012 (**Owner**) and _____ (**Contractor**).

Owner and Contractor desire to enter into this Agreement, pursuant to which Contractor shall provide certain products, equipment or goods and perform certain services in connection with the Project, as hereinafter provided. The parties agree as follows:

1. Scope of Project. Contractor shall perform work for Owner in connection with the Project, including specifically, the matters set forth in RFP04022015, hereby incorporated by reference. Contractor shall perform all work with the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of Owner. Contractor shall promptly notify Owner immediately in writing: (i) of any information required from Owner so Contractor can complete its work in a timely manner; and (ii) of any work requested by Owner that is not included in the scope of work provided in RFP04022015.

The Contractor understands that Owner may engage other Contractors or Owner personnel to work in areas near the Contractor's work. Contractor shall cooperate with such others so that work is not disrupted or delayed.

The Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the safe work of its employees and its subcontractor's employees.

2. Payment to Contractor. Owner shall pay Contractor for Contractor's work properly performed under this Agreement the following Total Contract Sum: _____

Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor's work completed at the time of billing on the basis of actual work performed. Owner shall make payments to Contractor thirty (30) days after receipt of Contractor's statements properly submitted. Monthly statements shall detail Work Completed During Billing Period, Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by Owner as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

3. Tax Exemption. McHenry County College is exempt for all State and Local Sales Tax or Federal Excise Tax on any item or order. McHenry County College's Tax Exemption Identification No. is E9995-0332-07. A copy of the exemption number from the Illinois Department of Revenue will be furnished upon written request to the Purchasing Office of McHenry County College.

4. Defective Work and Guarantee. All products, equipment and goods provided by Contractor shall be new unless otherwise specified. All work shall be of high quality and free of defect. Contractor shall promptly correct any defective items. Payment by Owner for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct. Additionally, Contractor shall warrant and guarantee all products, equipment, goods and work to be free from defect for one year following substantial completion of the work, and upon notice by the Owner shall promptly correct such defects appearing within said one year period. This is in addition to any manufacturers' warranties.

5. Indemnification and Insurance. Contractor hereby agrees to indemnify and hold Owner, its board members, officers, agents, employees, administrators, and any other parties designated by Owner (hereinafter collectively called the Indemnitees) harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to Owner, the insurance coverages set forth in Exhibit 1. Contractor shall adhere to all provisions of Exhibit 1.

6. Performance and Payment Bond. For every construction or construction related project greater than Fifty Thousand Dollars (\$50,000) (Public Construction Bond Act, 30 ILCS 550/1). Contractor shall procure a performance and payment bond for the full amount of the contract price. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.

7. Non-Debarment. By executing this agreement Consultant certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq.

8. Termination. Owner may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. If this Agreement is terminated for cause, the Contractor shall be liable to the Owner for any increase in project cost incurred by the Owner in completing the work. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of Owner. Owner shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.

9. Liens. Upon Owner's request, contractor shall submit mechanics' lien waivers in form acceptable to Owner with each statement for work rendered or request for payment. Should liens be placed on the project by any subcontractor due to Contractor's fault or events under its control, contractor shall indemnify Owner for all costs, expenses, and attorneys fees incurred in the resolution of such lien.

10. Materials. All materials incorporated into the work shall be new and of high quality. Contractor shall adhere to all manufacturer's recommendations. If requested by Owner or otherwise set out in the contract documents, Contractor shall, before purchase of such material, submit to Owner for Owner's review, and in a format acceptable to Owner, all product data and literature. All manufacturer's warranties shall be forwarded to Owner prior to substantial completion of the work.

11. Compliance with Law. Contractor will comply with all valid federal, state and local laws and all ordinances and regulations applicable to the manufacture, sale delivery and labeling of the goods ordered and in the performance of any work pursuant hereto. Contractor also certifies that the merchandise supplied meets both Illinois Life Safety Code and OSHA regulations.

12. Operation and Maintenance Manuals. Upon substantial completion, but prior to final payment, the contractor shall submit operations and maintenance manuals.

13. Maintenance of Work Area. Contractor shall perform all work so as to minimize impact on Owner's operations. Work areas shall be kept neat and orderly as the work allows. Adjoining areas shall be protected from dust and debris. Work areas shall be secured to protect against intrusion by non-employees of the Contractor. Notwithstanding completed Work, all work areas shall be returned to their pre-construction condition prior to final payment.

14. Differing Site Conditions. Should Contractor unearth or uncover any concealed condition differing materially from conditions depicted in the drawings or from conditions reasonably anticipated or inherent in the work, Contractor shall immediately stop the work and shall notify the Owner of the condition in writing. The Owner shall then issue directions. The contract time and contract price shall be equitably adjusted to reflect adjustments in time and price caused by the unforeseen condition. However, prompt written notice by the Contractor of the condition shall be a condition precedent to such adjustments.

15. Changes in Scope of Work. Owner may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by Owner and Contractor. If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. Owner shall solely select the method of pricing.

16. Successors and Assigns. Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the Owner. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Controlling Law. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

18. Equal Employment Opportunity. To the extent that Vendor is subject to governmental orders, rules or regulations pertaining to Equal Employment Opportunity and/or to the maintenance or Non-segregated Facilities. Vendor hereby certifies that it is complying therewith, including where applicable, the submission and/or filing of Equal Employment Opportunity Compliance Reports and/or Certificates and/or filing of Certificates on Non-segregated Facilities. Compliance with the rules and regulations of the F.E.P.C., Article III, Section 3.1, Equal Employment Opportunity clause is required.

19. Human Rights Act. To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 *et seq.*

20. Drug Free Workplace. To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*

21. Sexual Harassment Policy. Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).

22. Department of Employment Security Law. By entering into this contract, Vendor agrees to either (1) link its employment vacancies with the IllinoisJobsLink.com System or successor system, or (2) provide an online link to its employment vacancies so that this link is accessible through the web page of the IllinoisJobLink.com System or successor system, as required by Illinois Public Act 098-0107 (20 ILCS 1005/1005-47). Vendors who are parties to a collective bargaining agreement with a bona fide labor organization for the performance of construction or construction-related services are exempt from this requirement.

23. Prevailing Wage Act. To the extent required by law, Consultant shall not pay less than the prevailing wage as established pursuant to an Act Regulating The Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*

24. Entire Agreement; Conflict. This Agreement incorporates Owner's bid instructions and bid request documents along with Contractor's bid, but only to the extent that Contractor's bid is not in conflict with other contract documents. This Agreement represents the entire agreement between Contractor and Owner and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Owner and Contractor. In the event of a conflict between this Agreement or any exhibits hereto and a proposal from Contractor, this Agreement and its exhibits shall control, followed by Owner's bid instructions and request documents, and finally, by Contractor's bid.

This Agreement has been executed the day and year provided above.

MCHENRY COUNTY COLLEGE

CONTRACTOR

By: _____
Name: Robert Tenuta
Title: CFO

By: _____
Name: _____
Title: _____

EXHIBIT 1

CONTRACTORS LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish Owner with two (2) original Certificates of Insurance, with Owner named as an additional insured for Umbrella/Excess Liability, Commercial General Liability and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the Owner. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to Owner. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to Owner.

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
Combined Single Limit Per Occurrence/Aggregate	
Commercial General Liability including:	\$1,000,000/\$1,000,000
1. Premises - Operations	
2. Explosion, Underground and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	
7. Bodily Injury	
8. General Aggregate	\$3,000,000
9. Fire Legal Limit	\$50,000
10. Medical Payment	\$5,000
Automobile Liability	
Owned, Non-owned, or Rented	\$1,000,000/\$1,000,000
Workers' Compensation and Occupational Diseases	As Required by Applicable Laws
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000/\$1,000,000
Umbrella/Excess Liability Insurance	\$3,000,000
Umbrella shall be excess over the following underlying coverage's. General Liability, Auto Liability, Employers Liability, Professional liability and Environmental Liability.	
Environmental Liability	\$1,000,000
CGL Aggregate project specific limit	\$1,000,000
CG #2503 (Agg. Limits per project) is made part of the GL policy. Above will also include Waiver of Subrogation in favor of Owner.	