

CONTRACT NO. 2516-06291

(Purchase Order No. 70000364125)

EMERGENCY CONTRACT – ROBBINS WATERMAIN AT 135TH STREET AND KOMENSKY

for

DEPARTMENT OF CAPITAL PLANNING AND POLICY

SECTION I
AGREEMENT

1. **Overview:**

Upon execution of this Contract by Cook County Office of the Chief Procurement Officer, Cook County accepts the Vendor's invoice dated June 18, 2025 (see Exhibit A) for water main repair services.

2. **Scope of Work:** The Contractor has been selected to provide emergency repair services for a broken underground water main.

3. **Contract Value:** \$93,238.54

4. **Contract Term:** Contract shall be effective for four (4) months beginning June 1, 2025 through September 30, 2025.

5. **Vendor Information:**

Pan-Oceanic Engineering Company

6436 W. Higgins Avenue

Chicago, IL 60656

Contact: Sri Charan Besta

Phone Number: (773) 601-8408

Email Address: sbesta@panoceanicinc.com

6. **Attachments:**

Exhibit A – Invoice from Pan-Oceanic Engineering Company dated June 18, 2025

Exhibit B – Insurance Requirements & Evidence of Insurability

SECTION II
GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, 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 or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor, including any claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County by Consultant or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Using Agency and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or

that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

GC-05 INSURANCE REQUIREMENTS

Contractor must provide and maintain at Contractor's own expense, during the term of this Contract and any time period following expiration if the Contractor is required to return and perform any of the work or services under this agreement, the insurance coverages and requirements specified in the Insurance Requirements and Evidence of Insurance Exhibit of this Contract, insuring all operations under this Contract.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

GC-07 CONTRACT AMENDMENTS

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing. No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-08 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Using Agency. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, 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 the County in writing.

GC-09 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-10 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-11 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 the County, 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 perform any obligation under the Contract;
2. Failure to begin performance under the Contract within the specified time;
3. Failure to perform under the Contract with sufficient qualified personnel, equipment, or materials to ensure completion of within the specified time;
4. Performance of the Contract in an unsatisfactory manner;
5. Refusal to perform services deemed to be defective or unsuitable; or

6. Any other material breach of any term or condition of the Contract.

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

GC-12 REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-12 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-13 GUARANTEES AND WARRANTIES

The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-14 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County 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, canceled 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.

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

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

GC-15 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-16 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall 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.

GC-17 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

GC-18 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all 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.

GC-19 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation:

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(h)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited to: computer software,

engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor

or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof. The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

9. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

10. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

11. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

12. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

13. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

14. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the

Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

15. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

16. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

18. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

19. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

20. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

23. DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

25. Coronavirus Relief Fund

All amounts paid from the Coronavirus Relief Fund ("Fund") are subject to the restrictions set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Signature Page

Pan-Oceanic Engineering Company



Signature of President or Authorized Representative

Gulzar Singh

Type or Print Name

President

Title

07/02/2025

Date

Assistant State's Attorney (if applicable – approved as to form)

Not Applicable

Signature

Printed Name

Date

County of Cook, Illinois

Raffi Sarrafian, Chief Procurement Officer

Date

EXHIBIT A

Invoice from Pan-Oceanic Engineering Company dated June 18, 2025

TO:
Cook County

PROJECT:

APPLICATION NO 1
PERIOD TO:
PROJECT NO:

FROM CONTRACTOR:
Pan-Oceanic Engineering Co.

VIA ARCHITECT:

CONTRACT DATE: 6/26/2025

CONTRACT FOR: Village of Robbins Emergency Water Main Repair and Installation**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet. Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$	83,387.54
2. Net change by Change Order.....	\$	9,851.00
3. CONTRACT SUM TO DATE (LINE 1+ 2).....	\$	93,238.54
4. TOTAL COMPLETED & STORED TO DATE...	\$	93,238.54
5. RETAINAGE:		
a <u>0</u> % of Completed Work \$	\$	-
(Column D + E on G703)		
b <u>(If Applicable) 0</u> % of Stored Material \$	\$	-
Total Retainage (Line 5a + 5b or		
Total in Column J of G703).....	\$	-
6. TOTAL EARNED LESS RETAINAGE.....	\$	93,238.54
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMEN		
(Line 6 from prior Certificate).....	\$	-
8. CURRENT PAYMENT DUE.....		93,238.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous month by owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Orde		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contact Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Pan-Oceanic Engineering Date: July 14, 2025

State of: ILLINOIS
County of: COOK
Subscribed and sworn to before
me this 14th day of July 14th

Notary Public:
My Commission expires:

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

(Attach explanation if amount certified differs from the amount applied for, Initial all figures on this Application and on the Continuation Sheet that are changed to conform

to the amount certified.)

ARCHITECT:

BY: _____ DATE: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number:
Application Date:

TO: PROJECT: **Emergency Water Main Repairs**

APPLICATION NO.:
PERIOD TO:
PROJECT NOS.:

FROM CONTRACTOR:
Pan-Oceanic Engineering Co., Inc.
6436 W Higgins Ave, Chicago, IL 60656
CONTRACT FOR: Village of Robbins

CONTRACT DATE: **6/26/2025**

Period To: **01/00/00**

A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work	Scheduled Value	Work Completed Previous	Work Completed Current	Materials Presently Stored	Total Completed To Date	% (G/C)	Balance To Finish	Retainage
-									0%
1	GC ADMINISTRATIVE								
	GENERAL CONDITIONS	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	PERMITS	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	BOND / INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	BACKGROUND CHECKS & IMMUNIZATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	MOBILIZATION	\$ 3,375.00	\$ -	\$ 3,375.00	\$ -	\$ 3,375.00	100%	\$ -	\$ -
	ADMIN - SUB TOTAL	\$ 3,375.00	\$ -	\$ 3,375.00	\$ -	\$ 3,375.00	100%	\$ -	\$ -
2	GC CONTRACTOR								
	Traffic Control & Protection	\$ 2,654.83	\$ -	\$ 2,654.83	\$ -	\$ 2,654.83	100%	\$ -	\$ -
	12" Insertion Valve	\$ 21,153.89	\$ -	\$ 21,153.89	\$ -	\$ 21,153.89	100%	\$ -	\$ -
	6" RW Valve	\$ 4,218.19	\$ -	\$ 4,218.19	\$ -	\$ 4,218.19	100%	\$ -	\$ -
	6" Water Main & Connection	\$ 21,033.44	\$ -	\$ 21,033.44	\$ -	\$ 21,033.44	100%	\$ -	\$ -
	Fire Hydrant	\$ 13,744.44	\$ -	\$ 13,744.44	\$ -	\$ 13,744.44	100%	\$ -	\$ -
	PCM#01 - Hydrovac Excavation	\$ 9,851.00	\$ -	\$ 9,851.00	\$ -	\$ 9,851.00	100%	\$ -	\$ -
	FIELD SUPERVISION	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	CARTAGE	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	PREMIUM TIME	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	COMMISSIONING	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	GC SUB TOTAL	\$ 72,655.79	\$ -	\$ 72,655.79	\$ -	\$ 72,655.79	100%	\$ -	\$ -
3	SUBCONTRACTORS								
	SUBCONTRACTOR NAME								
	DRYWALL-FRAMING-CEILINGS-PAINTING	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	MEDICAL TESTING	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	BADGING	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	G.C. ADMINISTRATION	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	SUPERVISION	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	DEMOLITION	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	STRUCTURAL DRAWINGS CONCRETE	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -

		SUBCONTRACTOR NAME - SUB TOTAL	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		Midwest Chlorination															
		PRICE	\$	11,000.00	\$	-	\$	11,000.00	\$	-	\$	11,000.00	100%	\$	-	\$	-
			\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		Midwest Chlorination - SUB TOTAL	\$	11,000.00	\$	-	\$	11,000.00	\$	-	\$	11,000.00	100%	\$	-	\$	-
		Utility Hydro Vac															
		PRICE	\$	6,207.75	\$	-	\$	6,207.75	\$	-	\$	6,207.75	100%	\$	-	\$	-
		MATERIAL	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		SUBCONTRACTOR NAME - SUB TOTAL	\$	6,207.75	\$	-	\$	6,207.75	\$	-	\$	6,207.75	100%	\$	-	\$	-
		SUBCONTRACTOR NAME															
		LABOR	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		MATERIAL	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		SUBCONTRACTOR NAME - SUB TOTAL	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
	5	ALLOWANCES															
		MEDICAL EQUIP MOVING / RELOCATION	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		SECURITY SERVICES - RESTRICTED AREAS	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		AIR QUALITY TESTING	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		CITY OF CHICAGO - IDPH PERMITS	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		ALLOWANCE - SUB TOTAL	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
	6	CONSTRUCTION CONTINGENCY	\$	-													
		COR # 1 - (Description)	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		COR # 2 - (Description)	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		COR # 3 - (Description)	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		COR # 4 - (Description)	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		REMAIN CONSTRUCTION CONTINGENCY	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
	7	OVERHEAD / PROFIT	\$	-	\$	-	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
		TOTALS	\$	93,238.54	\$	-	\$	93,238.54	\$	-	\$	93,238.54	100%	\$	-	\$	-

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

STATE OF ILLINOIS _____

10-Jul-25

COUNTY OF COOK _____

PAY REQUEST N^o 1

The affiant, Gulzar Singh, being first duly sworn, on oath deposes and says that he is President of Pan-Oceanic Engineering Co. Inc. a contract with Cook County owner, for the project Village of Robbins -Emergency Water Main Repair

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is made to said owner for the purpose of procuring from said owner PARTIAL - FINAL Payment on said contract, and is a full, true and complete statement of all such persons, and of the amounts paid, due and to become due them.

NAME	CONTRACT FOR	CONTRACT AMOUNT	PREVIOUS REQUESTS	THIS REQUEST	BALANCE TO FINISH
Pan-Oceanic Engineering Co. Inc.	G/C	\$ 76,030.79	\$ -	\$ 76,030.79	\$ -
Utility Hydrovac	Hydrovac Rental	\$ 6,207.75	\$ -	\$ 6,207.75	\$ -
Midwest Chlorination	Insertion Valve	\$ 11,000.00	\$ -	\$ 11,000.00	\$ -
TOTALS		\$ 93,238.54	\$ -	\$ 93,238.54	\$ -

Amount of Original Contract	\$	93,238.54	Total Amount Requested	\$	93,238.54
Extras to Contract			Less Retention/Liquidated Damages		
Total Contract and Extras		93,238.54	Net Amount Earned		93,238.54
Credits to Contract			Amount of Previous Requests		
Net Amount of Contract			Amount Due this Payment		93,238.54
			Balance to Complete	\$	-

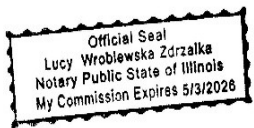
It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed _____


Lucy Wroblewska

Subscribed and sworn to before me thi 10-Jul-25



Notary Public



PAN-OCEANIC

ENGINEERING CO., INC.

To:
Andrew Williams-Clark
Date: 06-18-2025
Project Name: Village of Robbins - Emergency Water Main Repairs
Phone: (847) 972-5310
Good morning, Andrew.
Thank you for providing Pan-Oceanic Engineering Co., Inc with the opportunity to submit a proposal for this project. Please find the scope of work and the price below.
Scope of Work & Price:

Item #	Description	Bid Qty.	UM	
1	Mobilization	1	LS	
2	Traffic Control & Protection	1	LS	
3	12" Insertion Valve	1	EACH	
4	6" RW Valve	1	EACH	
5	6" Water Main & Connection	1	EACH	
6	Fire Hydrant	1	EACH	
TOTAL				\$83,387.54

- Notes:
- The above prices do not include Performance and Payment Bond.
 - The above prices do not include Permits.
 - Exclusions include, but are not limited to: Testing, Engineering Layout, Sales Tax, Bonds, unless specified otherwise.
 - Cleaning & Televising of Existing Sewer - Pre & Post is excluded.
 - Spoils generated will be hauled out to a facility of Village of Robbins.
 - Trench Backfill will be CA-6.
 - Restoration is by others.
 - Any other repairs needed would be performed on a T&M Basis.
 - QC/QA is excluded.
 - The above prices do not include hauling & disposal to a Landfill.
 - Non-Special Waste Disposal, Special Waste Disposal & Hazardous Disposal are not included.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: Signature: Date of Acceptance:	CONFIRMED: Pan-Oceanic Engineering Co., Inc. Authorized Signature: <i>Sri Charan Besta</i> Estimator: Sri Charan Besta Email: sbesta@panoceanicinc.com Phone: (773) 332-4477
-------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Erik Kohman

From: Andrew Williams-Clark (Bureau of Asset Management) <Andrew.Williams-Clark@cookcountyil.gov>
Sent: Friday, June 27, 2025 12:07 PM
To: Erik Kohman
Cc: Kylah SeltzerJohnston (Bureau of Asset Management); John Messaglia
Subject: RE: Request for Emergency Contract

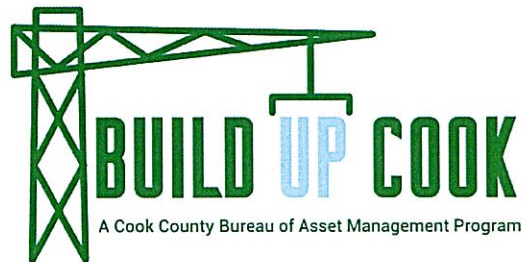
Thanks, Erik. We anticipated the need for contingency. This additional cost falls within the contingency we requested from OCPO. You can move ahead.

Thanks for reaching out,

Drew Williams-Clark (he/him)

Director, Build Up Cook
Bureau of Asset Management
P: 312.603.0046 / M: 773.360.4236
69 W. Washington, Suite 3100| Chicago IL, 60602

Connect with Cook County [Facebook](#) | [Twitter](#) | [Instagram](#)
Connect with Toni Preckwinkle [Facebook](#) | [Twitter](#) | [Instagram](#)
Sign up for our [newsletter](#).



From: Erik Kohman <ekohman@panoceanicinc.com>
Sent: Friday, June 27, 2025 12:04 PM
To: Andrew Williams-Clark (Bureau of Asset Management) <Andrew.Williams-Clark@cookcountyil.gov>
Cc: Kylah SeltzerJohnston (Bureau of Asset Management) <kylah.seltzerjohnston@cookcountyil.gov>; John Messaglia <jmessaglia@ardmoreroderick.com>
Subject: RE: Request for Emergency Contract

External Message Disclaimer

This message originated from an external source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Andrew

After the Julie markings were located, West Shore pipeline has called me for watch and protect because their fuel line is right next to the water main. So we are not able to excavate with our machine and will have to hydro excavate with an additional truck. I would need our proposal amended to add the hydro excavation with an additional cost of \$9,851.00

Erik Kohman
Vice President of Operations



Pan-Oceanic Engineering
6436 W. Higgins
Chicago, IL 60656
P:773-601-8408
F:773-601-8409
Cell:630-327-5235

From: Andrew Williams-Clark (Bureau of Asset Management) <Andrew.Williams-Clark@cookcountyil.gov>
Sent: Thursday, June 26, 2025 5:25 PM
To: Erik Kohman <ekohman@panoceanicinc.com>
Cc: Kylah SeltzerJohnston (Bureau of Asset Management) <kylah.seltzerjohnston@cookcountyil.gov>; John Messaglia <jmessaglia@ardmoreroderick.com>
Subject: FW: Request for Emergency Contract

Erik –

The Office of the Cook County Chief Procurement Officer has given approval for you to move ahead with the work in Robbins on an emergency basis based on the quote you shared as of Monday, June 16 per the email below. They have all of the documentation needed to draft and execute the contract and will be reaching out to your team directly with any questions. Thanks for all you've done already and will continue to do over next week.

Sincerely,

Drew Williams-Clark (he/him)
Director, Build Up Cook
Bureau of Asset Management
P: 312.603.0046 / M: 773.360.4236
69 W. Washington, Suite 3100| Chicago IL, 60602

Connect with Cook County [Facebook](#) | [Twitter](#) | [Instagram](#)
Connect with Toni Preckwinkle [Facebook](#) | [Twitter](#) | [Instagram](#)
Sign up for our [newsletter](#).

Date 07/10/2025

I, Lucy Wroblewska, Payroll depart.
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Pan-Oceanic Engineering Co. Inc. on the
(Contractor or Subcontractor)

Village of Robbins - Emergency Repair ; that during the payroll period commencing on the
(Building or Work)

29th day of June, 2025, and ending the 5th day of July, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Pan-Oceanic Engineering Co. Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Lucy Wroblewska Payroll depart.	SIGNATURE <i>Lucy Wroblewska</i>
------------------------------------------------------	-------------------------------------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date 07/10/2025

I, Lucy Wroblewska, Payroll depart.
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Pan-Oceanic Engineering Co. Inc. on the
(Contractor or Subcontractor)

Village of Robbins - Emergency Repair; that during the payroll period commencing on the
(Building or Work)

29th day of June, 2025, and ending the 5th day of July, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Pan-Oceanic Engineering Co. Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE <u>Lucy Wroblewska</u> <u>Payroll depart.</u>	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

STATE OF ILLINOIS

FINAL WAIVER OF LIEN

Gty # _____

JSS

COUNTY OF COOK

Loan # _____

3373-01

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

DISTRICT OF COOK COUNTY, ILLINOIS

to furnish Emergency Water Main Repair

for the premises known as Village of Robbins

of which COOK COUNTY, ILLINOIS

is the owner.

THE undersigned, for and in consideration of Ninety Three Thousand Two Hundred Thirty-Eight Dollars and 54/100-----
(\$ 93,238.54) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to
and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the
moneys, funds or other considerations due to or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery,
furnished to this date by the above-described premises, INCLUDING EXTRAS.

Given under My hand and seal ed this
10TH day of July 2025

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of
officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself
as partner.

STATE OF ILLINOIS

JSS

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he or she is

Gulzar Singh

President

of PAN-OCEANIC ENGINEERING CO

who is the contractor for the Village of Robbins work on the
building located at Village of Robbins
owned by COOK COUNTY, ILLINOIS

\$ 93,238.54 on which he has received payment of
\$ - prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material
or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the
construction thereof and the amount due to or to become due to each, and that the items mentioned include all labor and material required to complete said
work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Pan Oceanic Engineering, Inc.	Water Main Repair	\$ 76,030.79	\$0.00	\$76,030.79	\$0.00
Utility Hydrovac	Hydrovac Rental	6,207.75	\$0.00	\$6,207.75	\$0.00
Midwest Chlorination	Insertion Valve	11,000.00	\$0.00	\$11,000.00	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 93,238.54	\$ -	\$ 93,238.54	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to becc
or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 10TH day of July 2025

Signature: _____

Subscribed and sworn to before me this 10TH day of July 2025

Notary: _____

Lucy Wroblewska



FINAL WAIVER OF LIEN

To All Whom It May Concern:

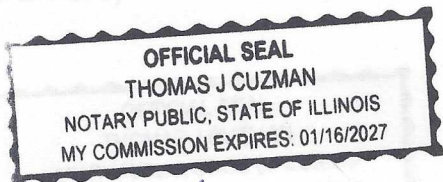
WHEREAS, the undersigned has been employed by (A) Pan Oceanic Engineering, Inc. to furnish labor and materials for (B) Insertion Valve work, under a contract (C) _____ for the improvement of the premises described as (D) Village of Robbins Emergency Water Main Repair in the Village of Robbins, County of Cook, State of Illinois of which Cook County is the owner.

NOW, THEREFORE, this 10th day of July, 2025, for and in consideration of the sum of (E) \$11,000.00 – Eleven Thousand Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(Affix notary seal here)

(F) Midwest Chlorinating, Inc.

(Name of sole ownership, corporation or partnership)



John Phannenstill
(Signature)

TITLE: President

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

Designed By The
Construction Industry Affairs Committee (CIAC)

TOPS 3458



STATE OF ILLINOIS

COUNTY OF COOK

FINAL WAIVER OF LIEN

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by PAN OCEANIC ENGINEERING CO. to furnish HYDROVAC SERVICES for the premises known as Village of Robbins Emergency Water Main Repair of which COOK COUNTY is the owner.

THE undersigned, for and in consideration of SIX THOUSAND TWO HUNDRED SEVEN 75/100 (\$6,207.75) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 07/10/2025 COMPANY NAME UTILITY HYDROVAC SERVICES ADDRESS 15020 S. CICERO AVE, UNIT 201, OAK FOREST, IL 60452

SIGNATURE AND TITLE Jan W Bracken

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) JAMES BRACKEN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) UTILITY HYDROVAC SERVICES WHO IS THE CONTRACTOR FURNISHING HYDROVAC SERVICES WORK ON THE BUILDING LOCATED AT Village of Robbins Emergency Water Main Repair OWNED BY COOK COUNTY

That the total amount of the contract including extras* is \$6,207.75 on which he or she has received payment of \$0 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
UTILITY HYDROVAC SERVICES	UTILITY HYDROVAC SERVICES	\$6,207.75	\$0	\$6,207.75	\$0.00
15020 S. CICERO AVE, UNIT 201					
OAK FOREST, IL 60452					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

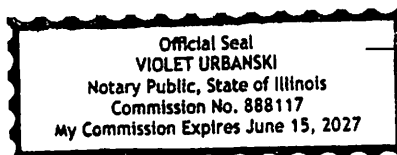
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 7/10/25

SIGNATURE: Jan W Bracken

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10 DAY OF July, 2025

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



Violet Urbanski
NOTARY PUBLIC



PAN-OCEANIC

ENGINEERING CO., INC.

To:

Andrew Williams-Clark

Date: 06-18-2025

Project Name: Village of Robbins - Emergency Water Main Repairs

Phone: (847) 972-5310

Good morning, Andrew.

Thank you for providing Pan-Oceanic Engineering Co., Inc with the opportunity to submit a proposal for this project. Please find the scope of work and the price below.

Scope of Work & Price:

Item #	Description	Bid Qty.	UM	
1	Mobilization	1	LS	
2	Traffic Control & Protection	1	LS	
3	12" Insertion Valve	1	EACH	
4	6" RW Valve	1	EACH	
5	6" Water Main & Connection	1	EACH	
6	Fire Hydrant	1	EACH	
TOTAL				\$83,387.54

Notes:

- The above prices do not include Performance and Payment Bond.
- The above prices do not include Permits.
- Exclusions include, but are not limited to: Testing, Engineering Layout, Sales Tax, Bonds, unless specified otherwise.
- Cleaning & Televising of Existing Sewer - Pre & Post is excluded.
- Spoils generated will be hauled out to a facility of Village of Robbins.
- Trench Backfill will be CA-6.
- Restoration is by others.
- Any other repairs needed would be performed on a T&M Basis.
- QC/QA is excluded.
- The above prices do not include hauling & disposal to a Landfill.
- Non-Special Waste Disposal, Special Waste Disposal & Hazardous Disposal are not included.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: Signature:

Date of Acceptance:

CONFIRMED:

Pan-Oceanic Engineering Co., Inc.

Authorized Signature: *Sri Charan Besta*

Estimator: Sri Charan Besta

Email: sbesta@panoceanicinc.com

Phone: (773) 332-4477

EXHIBIT B

Insurance Requirements & Evidence of Insurability

Exhibit B: Insurance Requirements & Evidence of Insurability

Insurance Requirements

The Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

The Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation insurance** as required by statutory limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Professional Liability (if Design/Build)**, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate
6. **Excess/Umbrella Liability** Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts: Each Occurrence: \$5,000,000
7. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability** and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate
8. **Railroad Liability Railroad Protective Liability Insurance** Contractors who perform work within 50-feet of any railroad-owned property are required to have Railroad Protective Liability.

Additional Requirements:

(a) Additional Insured

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) Insurance Notices

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute Contract by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are following insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(c) Waiver of Subrogation Endorsements

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.