

PUBLIC BUILDING COMMISSION OF CHICAGO

DATE: October 10, 2013

ADDENDUM NO.2 TO CONTRACT NO. PS1916

FOR

PROGRAM AND PROJECT CONTROLS SERVICES

For which proposals are due to the Public Building Commission of Chicago, Richard J. Daley Center, Room 200, Chicago, Illinois 60602, at 10:00AM (CST) on October 15, 2013.

The following revisions/clarifications/changes are hereby incorporated into the above referenced contract documents. All other provisions and requirements as originally set forth except as amended by addenda remain in full force and are binding.

REPLACEMENT:

REPLACEMENT 1: Strike and replace Section Attachment E with revised Attachment E (appended to Addendum 2).

QUESTIONS AND ANSWERS:

Question 1: Can you please clarify if the company financials can be placed just in the original, unbound copy or should they be placed in all copies.

Response 1: Place financials in a separate, sealed envelope (one copy is sufficient).

Question 2: In Addendum 1, Question 1, it was clarified that cost estimating services were not required as part of this contract, however, the Exhibit B Org Chart in Addendum 1 shows Cost as key component of the Program and Project Controls function. Can you clarify if this Cost component in the org chart is related to the Cost Control and Reporting requirements in 3.4.2?

Response 2: Please see Revised Exhibit B.

Question 3: Can you clarify if the Systems Administrator reports to the Program and Project Controls Manager as specified in 3.5 Staffing Requirements or to the Chief Development Office as indicated in the Exhibit B org chart?

Response 3: Please see Revised Exhibit B.

Question 4: Is there any weighting to the Evaluation Criteria?

Response 4: Qualifications of Key Personnel as demonstrated by 3 or more years of job performance. "Key Personnel" will be a defined term and will include the Program and Project Controls Manager and Systems Administrator. — 35%

Completeness and comprehensiveness of response to this RFQ/P and compliance with the Submission requirements. — 30%

Level, relevance and quality of the proposed MBE/WBE utilization plan. — 20%

Respondent's proven experience, capabilities and resources, at both the corporate and individual levels, in independent, professional Program and Project Control Services during the last 10 years. — 15 %

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Question 5: Is the Consultant expected to perform cost and scheduling services as well as provide advice/implementation of upgraded technology platforms? Or, are they only to provide advice/implementation of upgraded technology platforms and not the day-to-day cost and scheduling services.

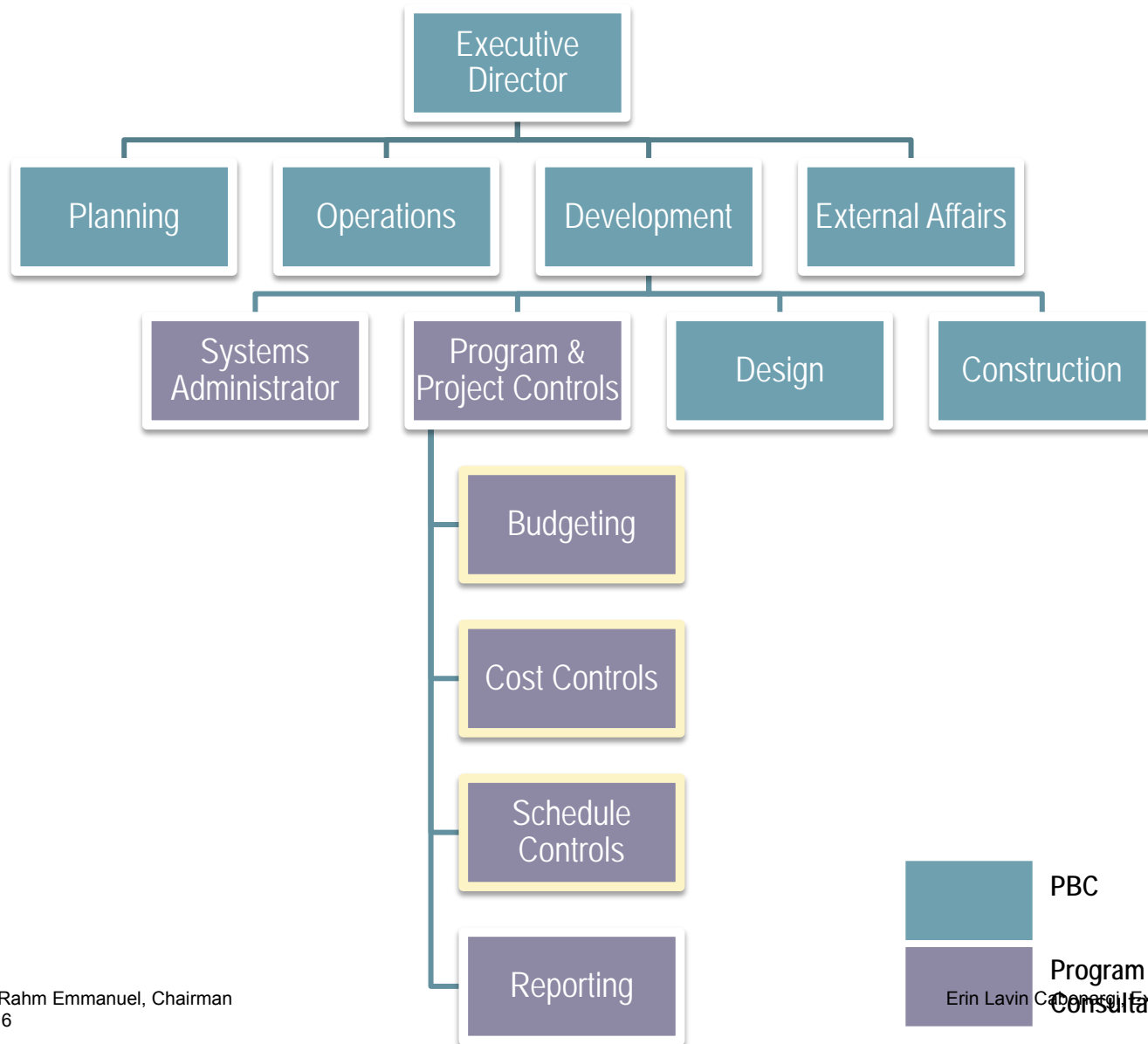
Response 5: The Successful Respondent is expected to provide advice/implementation of upgraded technology platforms and advice/consultation/recommendations regarding cost and schedule matters. Further, Successful Respondent will be expected to provide cost schedule IS/IT training to Project Managers and other PBC staff. Successful Respondent will also be expected to respond to requests from Project Managers and PBC management on cost and schedule matters but the expectation is that Project Managers will (once fully trained by Successful Respondent) be responsible for the day-to-day cost and schedule management of their projects.

Question 6: We are a start-up firm that was incorporated in August of this year. Therefore, we do not have two years' of financial statements. How should we answer the question where it asks us to provide two years' of financial statements?

Response 6: Please provide an appropriate explanation and any information you deem appropriate that will adequately reflect your firm's current financial capacity.

END OF ADDENDUM NO.2

Exhibit B



 PBC

 Program and Project Controls
Erin Lavin, Consultant
Executive Director

Attachment E – Insurance Requirements (REVISED)
PS1916
Program and Project Controls Services

The Respondent must provide and maintain at Respondent's own expense, until expiration or termination of the agreement and during the time period following expiration if Respondent is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

E.1. INSURANCE TO BE PROVIDED:

E.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease.

E.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: all premises and operations, products/completed operations, defense, and contractual liability. The Public Building Commission of Chicago, Board of Education of the City of Chicago, the City of Chicago and any other User Agency must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

The Public Building Commission of Chicago, Board of Education of the City of Chicago, the City of Chicago and any other User Agency must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Respondent must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

E.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Respondent must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, Board of Education of the City of Chicago, the City of Chicago and any other User Agency must be named as Additional Insured on a primary, non-contributory basis.

E.1.4. Technology Errors & Omissions

Technology Errors and Omissions insurance coverage in the amount of not less than \$2,000,000 covering contractor and its employees in the maintenance, use, upgrade, enhancement or consultation of related systems and software. If insurance is on a claims-made basis, coverage must be in place for a minimum of three (3) years beyond the termination of this contract.

Subcontractors performing work for Respondent must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

E.1.6. Property

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The Respondent is responsible for all loss or damage to Commission, Board and/or City property at full replacement cost. The Respondent is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Respondent

E.1.7. Valuable Papers

When any plans, designs, drawings, specifications, data, media, and documents are produced or used under the Agreement, Valuable Papers Insurance will be maintained in an amount to insure against any loss whatsoever, and will have limits sufficient to pay for the re-creation and reconstruction of such records.

ADDITIONAL REQUIREMENTS

The Respondent must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The Respondent must submit evidence of insurance to the PBC prior to Agreement award. The receipt of any certificate does not constitute agreement by the PBC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Public Building Commission to obtain certificates or other insurance evidence from Respondent is not a waiver by the PBC of any requirements for the Respondent to obtain and maintain the specified insurance. The Respondent will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Respondent of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the PBC retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The PBC reserves the right to obtain copies of insurance policies and records from the Respondent and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the PBC if coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Respondent. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Respondent hereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago, Board of Education of the City of Chicago, the City of Chicago and any User Agency, their respective Board members, employees, elected officials, or representatives.

If Respondent is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The insurance coverage and limits provided by Respondent in no way limit the Respondent's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, Board of Education of the City of Chicago, the City of Chicago and any User Agency do not contribute with insurance provided by the Respondent under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

The Respondent must require all its subcontractors to provide the insurance required in this Agreement, or Respondent may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Respondent unless otherwise specified in this Agreement.

If Respondent or its subcontractors desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Public Building Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.