ADDENDUM



Public Building Commission of Chicago • Richard J. Daley Center • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005

ADDENDUM NO.: 1

PROJECT NAME: CPS 2015 Air-Conditioning Program – Region A Project

PROJECT NOS.: 05901, 5903, 05904, 05905, 05906, 5908, 5911, 5914, 05918, 5920, 5921, 05922

CONTRACT NO.: C1570A

DATE OF ISSUE: June 10, 2015

NOTICE OF CHANGES, MODIFICATIONS, OR CLARIFICATIONS TO CONTRACT DOCUMENTS

The following changes, modifications, or clarifications are hereby incorporated and made an integral part of the Contract Documents. Unless clearly expressed otherwise by this Addendum, all terms and conditions defined in the original Contract Documents shall continue in full force and effect and shall have the same meaning in this Addendum.

ITEM NO. 1: CHANGE TO BID OPENING DATE AND TIME

1. None.

ITEM NO. 2: CLARIFICATION TO REFERENCES IN ORIGINAL BID DOCUMENTS

1. None.

ITEM NO. 3: CLARIFICATION TO PROJECT NAME AND TITLE

1. None.

ITEM NO. 4: REVISIONS TO BOOK 1: Project Information, Instructions to Bidders, and Execution Documents

- 1. **Remove** Page 42-46, Exhibit #2 Insurance Requirements and **Replace With** revised Exhibit #2 Insurance Requirements.
- 2. **Remove** Page 47 of 48, Exhibit #3 Project Community Area Map and **Replace With** revised Exhibit #3 Project Community Area Map.

ITEM NO. 5: REVISIONS TO BOOK 2: Standard Terms and Conditions for Construction Contracts

- 1. Per Section 7.04 Protection of Work and Property; **ADD** the following paragraph:
 - 10. The Contractor shall provide continuous fire watch services during all times of building electrical service shut down, including all hours outside of the hours of work. ComEd has scheduled the following building electrical service shut downs to perform transformer upgrades for the following schools:
 - a. Region A:
 - i. Murphy Elementary

Shutdown Start: July 20, 2015 at 8am Power Restoration: July 22, 2015 at 5pm

Date of Issue: 06/10/2015 Addendum #1 – REGION A ii. Palmer Elementary

Shutdown Start: July 1, 2015 at 8am Power Restoration: July 1, 2015 at 5pm

iii. Portage Park Elementary (tentative)

Shutdown Start: August 3, 2015 at 8am Power Restoration: August 5, 2015 at 5pm

2. Per Section 7.06 "Coordination with Occupants for Access and Security", paragraph 3,. The Contractor must schedule and conduct the Work so as to cause the least interference with the operations of the Commission and User Agency.

The following schools will have summer programs occurring during normal hours of work:

- a. Blaine Elementary School
- b. Murphy Elementary School

ITEM NO. 6: REVISIONS TO BOOK 3, DIVISIONS 02 - 49 SPECIFICATION SECTIONS

 Delete Specification Section 23 81 16 "Window Mounted Room Air Conditioners" and Replace with modified section, Control Revision B_06/08/15.

ITEM NO. 7: REVISIONS TO DRAWING SHEETS

- 1. GENERAL ARMSTRONG, BELL, CLEVELAND, MURPHY, SWIFT sheet E1.3; BLAINE sheet E1.4; typical DETAIL #1 WINDOW A/C UNIT ELEVATION
 - a. **Delete** note text at toggle switch "48" MAX. AFF"; **Replace** with text "SEE ARCH. DWGS."
- 2. ARMSTRONG, drawing sheet A1.0 GENERAL NOTES, DETAILS + SCHEDULES
 - a. Window A/C Room Schedule, **Change** schedule entry for new 2-ton unit in Room #105 from #1(W) to #1(S).
- 3. ARMSTRONG, drawing 1/A1.1 FIRST FLOOR PLAN
 - a. **Move** new window A/C unit, switch and associated tags from window #1(W) in room #105 to window #1(S) in room #105. Switch is to remain on left side of new A/C unit location.
- 4. ARMSTRONG, drawing 1/E1.1 ELECTRICAL FIRST FLOOR PLAN
 - a. **Move** new window A/C unit, switch and associated tags from window #1(W) in room #105 to window #1(S) in room #105. Switch is to remain on left side of new A/C unit location.
- 5. BEAUBIEN, drawing A1.1 BASEMENT & FIRST FLOOR PLANS
 - a. Electrical drawings indicate conduit routed through hatched area due east of classrooms 008 and 010 (exclusive of air chamber); un-hatch area, conduit may be routed in this area as shown on electrical drawings.
- 6. BEAUBIEN, drawing A1.2 SECOND & THIRD FLOOR PLANS
 - a. Electrical drawings indicate conduit routed through Break Room (EX), **un-hatch** area, conduit may be routed in this area as shown on electrical drawings.
- 7. BEAUBIEN, drawings E1.1 & E1.2, BASEMENT & FIRST FLOOR ELECTRICAL PLANS & SECOND & THIRD FLOOR ELECTRICAL PLANS

Date of Issue: 06/10/2015 Addendum #1 - REGION A PROJECT AD_SMNG_2015ACProgram-AddendumNo1-REGION A_20150610.docx

- a. Add note: "Routing of distribution wiring and raceway, as well as number of wires, as indicated is diagrammatic and is depicted to ensure that actual pathways used will minimize disruption to school operations; the number of wires, wire sizes and raceway sizes indicated are based on locations of distribution panels as shown on the drawings and calculated voltage drop. Electrical contractor shall furnish and install the correct number of wires and raceway, sized based on voltage drop for actual conduit/raceway lengths, to accommodate all circuits indicated on the plans and panel schedules."
- 8. BEAUBIEN, drawing E2.1, ELECTRICAL RISER DIAGRAM
 - a. Add note: "Existing MSB manufactured by Peterson Electric Panel Company"
- 9. BELL, drawing 1/A1.1 FIRST FLOOR PLAN
 - Delete new electrical panel DP-AC from Boiler Room. (Electrical panel work at first floor shall be per current IFB drawing BELL 1/E1.1 – FIRST FLOOR PLAN.)
- 10. BELL, drawing 1/E1.1 ELECTRICAL FIRST FLOOR PLAN
 - a. Add new electrical keynote as follows:
 - E.4 ELECTRICAL CONTRACTOR TO REMOVE EXISTING TOGGLE SWITCH AND REPLACE WITH NEW KEYED TYPE SWITCH.
 - b. **Add** one (1) new keyed type switch to existing A/C power supply in Nurse's Room (Electrical keynote E.4)
 - c. Add one (1) new keyed type switch to each of two (2) existing A/C power supplies in Library (Electrical keynote E.4)
- 11. BELL, drawing 2/E1.3 PARTIAL SINGLE LINE DIAGRAM NEW
 - a. **Delete** Electrical Keynote tag #2 from Main Breaker.
 - b. **Delete** Electrical Keynote #2 from schedule in its entirety.
- 12. BLAINE, drawing 1/E1.1 ELECTRICAL BASEMENT PLAN
 - a. **Delete** new outlet from left side of window in Classroom #B-6, **Relocate** new keyed switch symbol to existing outlet location (at interior right side of A/C unit).
 - b. **Delete** new outlet from left side of window in Classroom #B-12, **Relocate** new keyed switch symbol to existing outlet location (at interior right side of A/C unit).
 - c. Keynote E.1- **Delete** the text "RELOCATE CONNECTION TO LEFT SIDE OF THE A/C UNIT"; **Replace** with the following: "RELOCATE BOX FOR SWITCH TO ADA HEIGHT (SEE ARCH.)"
- 13. BLAINE, drawing 2/E1.2 ELECTRICAL FIRST FLOOR ANNEX PLAN
 - a. **Delete** existing switchgear and new panel AC-A from current locations.
 - b. Add existing switchgear and new panel AC-A to Boiler Room as properly shown in current IFB drawing BELL 2/A1.2 FIRST FLOOR ANNEX PLAN.
- 14. BLAINE, drawing 1/E1.3 ELECTRICAL SECOND FLOOR PLAN.
 - a. **Delete** new outlet from left side of window in Classroom #208, **Relocate** new keyed switch symbol to existing outlet location (at interior right side of A/C unit).
 - b. Keynote E.1- **Delete** the text "RELOCATE CONNECTION TO LEFT SIDE OF THE A/C UNIT"; **Replace** with the following: "RELOCATE BOX FOR SWITCH TO ADA HEIGHT (SEE ARCH.)"
 - c. Change room name for room #211 from "CLASSROOM" to "COMPUTER LAB".
- 15. CLEVELAND, drawing sheet A1.0 GENERAL NOTES, DETAILS + SCHEDULES

- a. Window A/C Room Schedule: **Change** schedule entry for new 2-ton unit in Room #201 from #1 to #2.
- b. Window A/C Room Schedule: **Change** schedule entry for unit removal / lite reglazing in Room #309 from #5 to #4.
- c. Window A/C Room Schedule: **Change** schedule entry for unit removal / lite reglazing in Room #311 **from** #5 **to** #4.
- d. Window A/C Room Schedule: **Add** schedule entry in Notes column for Room #303 as follows: B.B.C.C
- e. Window A/C Room Schedule: **Add** schedule entry in Notes column for Room #306 as follows: B,B,C,C
- f. Window A/C Room Schedule, Note A: **Delete** the text "OPTION TO PROVIDE SPLIT SYSTEM A/C IN LIEU OF MODIFICATION OF FIRE-RATED WINDOW CONSTRUCTION AND INSTALLATION OF 2-TON UNIT."; **Replace** with the following: "FIRE-RATED WINDOW TO BE MODIFIED TO ALLOW WINDOW A/C UNIT TO BE INSTALLED SEE TYPICAL DETAILS 1+2/A1.1."
- 16. CLEVELAND, drawing sheet A1.2- GROUND LEVEL + FIRST FLOOR PLANS
 - a. Add the following text to the Plan Keynote Schedule:

"NOTE 3 UNIT TO BE REMOVED IS IN TRANSOM LITE NOTE 4 (NOT USED)

NOTE 5 UNIT TO BE REPLACED IS IN TRANSOM LITE- REGLAZE TRANSOM AND INSTALL NEW A/C UNIT AND PANEL INTO UPPER SASH"

- 17. CLEVELAND, drawing 2/A1.2– FIRST FLOOR PLAN
 - a. Add tag for plan keynote 3 to window #2 in room #108.
 - b. Add tag for plan keynote 5 to window #5 in room #108.
- 18. CLEVELAND, drawing 2/E1.2 ELECTRICAL THIRD FLOOR PLAN
 - a. Change room name for room #306 from "CLASSROOM" to "COMPUTER LAB".
- 19. FALCONER, drawing sheet A1.1, FIRST FLOOR PLAN
 - a. Electrical drawings indicate conduit routed through Storage room to south of Classroom 102; un-hatch area conduit is shown in, conduit may be routed in this room, add distribution panel to match location on E1.1.
- 20. FALCONER, drawing sheet E1.1, FIRST FLOOR ELECTRICAL PLAN
 - a. Electrical drawing indicates conduit routed through offices between Principal 103 and Classroom 106; relocate conduit out of offices westward into corridor do not run conduit in or through offices.
 - b. Electrical drawings indicate conduit routed through Toilet Room due north of Classroom 110; **relocate** north into stair do not route conduit in or through toilet room.
 - c. Add permanent placard at main building MSB in Boiler Room, indicating the location of the second service supply disconnect in the Annex Electrical Room.
- 21. FALCONER, sheet E1.2, SECOND FLOOR ELECTRICAL PLAN
 - a. Electrical drawings indicate conduit routed from corridor into Computer 204; **relocate** conduit approximately 25' north to avoid entering or traversing Office and existing vertical chase.
- 22. FALCONER, General Note for E1.1, E1.2 & E1.3, FIRST FLOOR ELECTRICAL PLAN, SECOND FLOOR ELECTRICAL PLAN, THIRD FLOOR ELECTRICAL PLAN

a. Add note: "Routing of distribution wiring and raceway, as well as number of wires, as indicated is diagrammatic and is depicted to ensure that actual pathways used will minimize disruption to school operations; the number of wires, wire sizes and raceway sizes indicated are based on locations of distribution panels as shown on the drawings and calculated voltage drop. Electrical contractor shall furnish and install the correct number of wires and raceway, sized based on voltage drop for actual conduit/raceway lengths, to accommodate all circuits indicated on the plans and panel schedules."

23. GRAY, sheet E1.1, FIRST FLOOR ELECTRICAL PLAN

a. The northern 2/3 of the electrical floor plan indicates conduit routed through a toilet room, two closets, Tank Room and the Girl's toilet room south of speech room; relocate conduit out of these spaces into the corridor and adjacent spaces that are not indicated hatched on architectural drawings.

24. GRAY, sheet E1.2, SECOND FLOOR ELECTRICAL PLAN

- Electrical drawings indicate conduit routed in Girl's Toilet room; relocate conduit out of toilet room and into Classroom 205 and Corridor as required – do not route conduit in or through the toilet room.
- Electrical drawings indicate conduit routed from corridor through Storage Room into MDF 204A. Relocate conduit around Storage room through Classroom 204 and into MDF room do not route conduit through storage room or stairwell.
- c. Add note: "Contractor shall core through exterior brick wall, above roofing and flashing, for installation of copper sleeve and condensate lines for split systems. Seal sleeve and condensate at interior and exterior to adjacent construction against water and air penetration."

25. GRAY, sheet E1.3, THIRD FLOOR ELECTRICAL PLAN

 Electrical drawings indicate conduit routed through Boy's Toilet; relocate conduit around toilet room into Classroom 303 and Classroom 305 – do not route conduit in or through Toilet Room.

26. GRAY, General Note for E1.1, E1.2 & E1.3, FIRST FLOOR ELECTRICAL PLAN, SECOND FLOOR ELECTRICAL PLAN, THIRD FLOOR ELECTRICAL PLAN

a. Add note: "Routing of distribution wiring and raceway, as well as number of wires, as indicated is diagrammatic and is depicted to ensure that actual pathways used will minimize disruption to school operations; the number of wires, wire sizes and raceway sizes indicated are based on locations of distribution panels as shown on the drawings and calculated voltage drop. Electrical contractor shall furnish and install the correct number of wires and raceway, sized based on voltage drop for actual conduit/raceway lengths, to accommodate all circuits indicated on the plans and panel schedules."

27. LOCKE, sheet A1.2, SECOND FLOOR PLAN

a. Relocate AC panel from Office 224 into Classroom 220 to match electrical drawings.

28. LOCKE, sheet E1.1, FIRST FLOOR ELECTRICAL PLAN

- a. Add note: "Electrical contractor shall add permanent placard at main building MSB located in Boiler House, indicating the location of the second service supply disconnect in the Annex electrical room."
- 29. LOCKE, General Note for E1.1 & E1.2, FIRST FLOOR ELECTRICAL PLAN, SECOND FLOOR ELECTRICAL PLAN

- a. Add note: "Routing of distribution wiring and raceway, as well as number of wires, as indicated is diagrammatic and is depicted to ensure that actual pathways used will minimize disruption to school operations; the number of wires, wire sizes and raceway sizes indicated are based on locations of distribution panels as shown on the drawings and calculated voltage drop. Electrical contractor shall furnish and install the correct number of wires and raceway, sized based on voltage drop for actual conduit/raceway lengths, to accommodate all circuits indicated on the plans and panel schedules."
- 30. PALMER, sheet A1.0, GENERAL DETAILS + NOTES, SCHEDULES
 - a. Schedule indicates (2) room 115 entries, revise second entry to room 119.
- 31. PALMER, sheet E1.2, SECOND FLOOR ELECTRICAL PLAN
 - Electrical drawings indicate conduit routed through Girls' Toilet & Boy's Toilet; relocate conduit to corridor – do not route conduit in or through toilet rooms.
- 32. PALMER, General Note for E1.1 & E1.2, FIRST FLOOR ELECTRICAL PLAN, SECOND FLOOR ELECTRICAL PLAN
 - a. Add note: "Routing of distribution wiring and raceway, as well as number of wires, as indicated is diagrammatic and is depicted to ensure that actual pathways used will minimize disruption to school operations; the number of wires, wire sizes and raceway sizes indicated are based on locations of distribution panels as shown on the drawings and calculated voltage drop. Electrical contractor shall furnish and install the correct number of wires and raceway, sized based on voltage drop for actual conduit/raceway lengths, to accommodate all circuits indicated on the plans and panel schedules."
- 33. PORTAGE PARK, A1.0, GENERAL DETAILS + NOTES, SCHEDULES
 - a. The notes column of the schedule identifies the incorrect AC placement number within the room; refer to floor plans for correct location. **Modify** the notes column of the schedule to match plan as follows: position #4 for rooms 201, 203, 204, 205, 206, 301, 303, 304, 305, 306.
- 34. PORTAGE PARK, General Note for E1.1 & E1.2, FIRST FLOOR ELECTRICAL PLAN, SECOND & THIRD FLOOR ELECTRICAL PLANS
 - a. Add note: "Routing of distribution wiring and raceway, as well as number of wires, as indicated is diagrammatic and is depicted to ensure that actual pathways used will minimize disruption to school operations; the number of wires, wire sizes and raceway sizes indicated are based on locations of distribution panels as shown on the drawings and calculated voltage drop. Electrical contractor shall furnish and install the correct number of wires and raceway, sized based on voltage drop for actual conduit/raceway lengths, to accommodate all circuits indicated on the plans and panel schedules."
- 35. SWIFT:
 - a. Add the following seven (7) new drawing sheets for work at Swift E.S.:
 - G1.0 TITLE SHEET, DRAWING INDEX
 - A1.0 GENERAL DETAILS, NOTES + SCHEDULES
 - A1.1 FIRST + SECOND FLOOR PLANS
 - A1.2 THIRD FLOOR PLAN
 - E1.1 ELECTRICAL FIRST + SECOND FLOOR PLANS
 - E1.2 ELECTRICAL THIRD FLOOR PLAN
 - E1.3 ELECTRICAL SCHEDULES

ITEM NO. 8: REQUESTS FOR INFORMATION

- Statement: What are the as-built requirements for this contract for each project and school?
 Response: As indicated in Book-2, Section 15.04, Page 72, the requirements for "as-Built Drawings" apply for each Project Region and individual school.
- 2. **Statement:** Will the Generals be bidding the electrical also or just the approved electrical contractors.
 - **Response:** Both General and Electrical contractors alike will have the opportunity to bid the scope as described in Book 3 and drawings within the same pre-qualified pool.
- Statement: What is the estimated construction cost/budget or range for this project?
 Response: Refer to Book 1, Section II. Project Information, R. Commission's Right to Award Fewer than all Schools in Project.
- 4. **Statement:** Book 2, Section 7.03.1.c indicates a Safety Rep with OSHA30 credentials must be on site at the "project" whenever work is ongoing. Should the proposer plan on having a Safety Rep for each school within each Region if work is occurring concurrently? **Response:** A Safety Rep is not required for each school, but one is required by region.
- 5. **Statement:** Please confirm the Project Community Area Hiring Maps match the Region Maps for the work in each of the three regions.
 - **Response:** Refer to the Project Community Area Map attached to this addendum.
- Statement: Please confirm Window A/C Contractor is responsible for the demolition, haul off, and environmental work related to removal/modification of existing windows for installation of new window panels.
 - **Response:** The described work is not the responsibility of the General Contractor/Electrical Contractor.
- 7. **Statement:** Is there a self-performance requirement for the Local Business? **Response:** No, there are no self-performance requirements for Local Businesses.
- 8. **Statement**: Specification 074247 Composite infill panels..... Is this specification for reference only? Aren't these being provided through a separate contract? **Response**: This specification is for reference only.
- 9. **Statement:** What will the protocol be for running power in exposed areas? Conduit or finished metal surface raceway (wiremould)?
 - **Response:** Refer to General Notes on electrical drawings for reference to wiremold for power routing to AC's.
- 10. Statement: How many schools will be removed from the PBC Scope and separately bid by CPS?
 - **Response**: One. Saucedo Elementary has been removed from Region B Project scope of work. However, please refer to Book 1, Section II. Project Information, R. Commission's Right to Award Fewer than all Schools in Project.
- Statement: Are the projects City Funded, or Non City Funded?
 Response: Please refer to Book 1, Section II. Project Information, A. General Information, #17.

List of Attachments and Drawings:

- 1. This Addendum includes the following attached Documents and Specification Sections:
 - a. Book-1, Exhibit #2 Insurance Requirements
 - b. Book-1, Exhibit #3 Project Community Area Map
 - c. Book-3, Specification 23 81 16 WINDOW-MOUNTED ROOM AIR-CONDITIONERS
- 2. This Addendum includes the following attached Drawing Sheets:
 - a. SWIFT G1.0 TITLE SHEET, DRAWING INDEX
 - b. SWIFT A1.0 GENERAL DETAILS, NOTES + SCHEDULES
 - c. SWIFT A1.1 FIRST + SECOND FLOOR PLANS
 - d. SWIFT A1.2 THIRD FLOOR PLAN
 - e. SWIFT E1.1 ELECTRICAL FIRST + SECOND FLOOR PLANS
 - f. SWIFT E1.2 ELECTRICAL THIRD FLOOR PLAN
 - g. SWIFT E1.3 ELECTRICAL SCHEDULES

END OF ADDENDUM NO.1

Exhibit 2

Insurance Requirements Construction Board of Education (CBOE) CPS 2015 Air Conditioner Program

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago as Additional Insured using the latest version of the ISO CG2010 and CG2037. Additional Insured status will be on a primary, noncontributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

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 Contractor must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodilyinjury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago are to be named as Additional Insured on a primary, non-contributory basis.

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

4) <u>Contractors Pollution Liability</u>

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any

and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

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

5) <u>Professional Liability</u>

When Contractor performs professional work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. The policywill include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policyretroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

B. ADDITIONAL REQUIREMENTS

Contractor 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 Contract, 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 Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

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

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the Board of Education of the City of Chicago and the City of Chicago.

The insurance coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago will not contribute with insurance provided by the Contractor under the Contract.

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

If contractor 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 Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

Contractor must submit the following at the time of award:

- Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
- 2. All required endorsements including the CG2010 and CG2037

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

