

 <p><b>PUBLIC BUILDING COMMISSION OF CHICAGO</b> www.pbcchicago.com</p>	<p align="center"><b>REQUEST FOR PROPOSALS</b></p> <p align="center"><b>FOR</b></p> <p align="center"><b>DESIGN/BUILD SERVICES FOR THE DEMOLITION OF MALCOLM X COLLEGE</b></p> <p align="center"><b>ISSUED: SEPTEMBER 23, 2015</b></p>
---	--

Responses must be submitted in sealed envelope(s) or package(s). The outside of each must clearly indicate the name of your firm and the name of the Submittal.

- Submit 1 signed, single-sided, bound ORIGINAL (marked as such)
- Submit 1 double-sided, bound paper copies
- Submit 6 electronic copies on USB Flash Drives

TO

Public Building Commission of Chicago  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
www.pbcchicago.com

**SUBMISSION DEADLINE: OCTOBER 19, 2015 BY 11:00 AM CST**

RESPONDENT:	
CONTACT NAME:	
CONTACT TELEPHONE:	
CONTACT EMAIL:	
ADDRESS:	

Mayor Rahm Emanuel  
Chairman

Felicia S. Davis  
Executive Director

This selection process is unique to the Project described herein and notwithstanding other pre-qualification or proposals submitted to the Public Building Commission, all Design-Build proposers wishing to provide Design-Build services on this Project must comply with the qualification requirements as defined within this RFP in order to be considered for selection for this project.

TABLE OF CONTENTS

KEY INFORMATION ABOUT THIS RFP .....	3
PROJECT OBJECTIVES .....	5
INSTRUCTIONS TO PROPOSERS .....	6
SAFETY QUESTIONNAIRE .....	13
LEGAL ACTIONS.....	14
DISCLOSURE AFFIDAVIT.....	15
DISCLOSURE OF RETAINED PARTIES .....	23
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES FOR PROFESSIONAL SERVICES .....	25
EXHIBIT A - FORM OF DESIGN-BUILD AGREEMENT	
EXHIBIT B - DEMOLITION OF MALCOLM X COLLEGE - SCOPE AND PERFORMANCE CRITERIA	
EXHIBIT B APPENDIX - ADDITIONAL INFORMATIONAL DOCUMENTS	
EXHIBIT C - INSURANCE REQUIREMENTS	
EXHIBIT D - DEMOLITION TECHNICAL AND COST PROPOSAL	
EXHIBIT E - COMMUNITY AREA MAP	

REFERENCE DOCUMENT ONLY

## Key Information about this RFP

1. **SCOPE OF SERVICES:** The Public Building Commission of Chicago (PBC) is issuing this Request for Proposals (RFP) to engage a Design-Build Entity to provide design-build services for the Demolition of Malcolm X College facility located at 1900 W. Van Buren St. Except as specifically detailed herein, substantial completion for this Project must be completed in accordance to the schedule outlined in Exhibit B – Scope and Performance Criteria. The PBC will be awarding the design-build contract for the Project in accordance with the requirements of Sections 20.03 through 20.20 of the Public Building Commission Act (50 ILCS 20, *et. seq.*).
2. **RFP CONTACT:** The RFP Contact, identified below, is the *sole point of contact* regarding the RFP from the date of issuance until selection of the Design-Build Entities.

Raven DeVaughn  
Public Building Commission  
50 West Washington, Room 200  
Chicago, Illinois 60602  
Fax (312) 744-8005  
[raven.devaughn@cityofchicago.org](mailto:raven.devaughn@cityofchicago.org)

3. **QUESTIONS:** Please direct all questions in writing to the RFP Contact. The PBC will post answers to questions as appropriate on the PBC website, which may be viewed at [www.pbcchicago.com](http://www.pbcchicago.com).
4. **SUBMISSION DEADLINES AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the PBC reserves the right to change the dates.

Issue RFP for Design-Build Services	September 23, 2015
Pre-submittal Conference at Malcolm X College 1900 W. Van Buren St. (Lecture Hall 2535)	1:00PM on September 30, 2015
<b>Due Date and Time for Submission</b>	<b>11:00 AM on October 19, 2015</b>
Present Recommendation to Board for Approval	November 10, 2015

5. **NUMBER OF COPIES:**

Submit 1 signed, single-sided, bound ORIGINAL (marked as such)  
Submit 1 double-sided, bound paper copies  
Submit 6 electronic copies on USB Flash Drives

Electronic proposals must be in a single, searchable PDF on a USB Flash Drive. Ensure each separate USB Flash Drive has your firm's name on the outside of the device.

6. **SUBMIT PROPOSALS TO:**

Raven DeVaughn  
Director of Procurement  
Public Building Commission  
50 West Washington Street, Room 200  
Chicago, Illinois 60602

7. **RFP AVAILABILITY:** Hard copies of the Request for Proposals are available at the Richard J. Daley Center, 50 West Washington Street, Room 200, Chicago, IL 60602, at the Reception Desk. Our office hours are from 9:00 AM to 5:00 PM, Monday through Friday or you may download it online by going to the following link: [www.pbcchicago.com](http://www.pbcchicago.com). Any addenda that are issued will only be posted to the above listed website link. Respondent must acknowledge any addenda issued and posted to the PBC website [www.pbcchicago.com](http://www.pbcchicago.com), in the Cover Letter. The Commission is not responsible for a Consultant's failure to obtain or download any addenda issued for this request.
8. **RIGHT TO CANCEL:** The PBC reserves the right to cancel this procurement process whenever the best interest of the PBC is served. The PBC shall not be liable for costs incurred by proposers associated with this procurement process.
9. **QUESTIONS:** Please direct all questions (and requests for American Disabilities Act accommodations), in writing, to the RFQ Contact. Questions may be answered at the discretion of the PBC. If questions are answered, it will be answered via an Addenda posted to the PBC's website, which may be viewed at [www.pbcchicago.com](http://www.pbcchicago.com).
10. **CONFIDENTIALITY:** Respondent may designate those portions of the Proposal, which contain trade secrets or other information the Respondent deems as proprietary or privileged (including financial information) as confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the PBC except for evaluation purposes, the Respondent must clearly demarcate the bottom of each page containing confidential information as "CONFIDENTIAL."
11. **FALSE STATEMENTS:** Any false statement(s) made by the Respondent (s) will void the response and eliminate the Respondent(s) from further consideration.
12. **DESIGN BUILD PROCESS:** As directed by 50 ILCS 20/20.10, this project is deemed as a small design-build therefore, the procurement process will be a single-phase process that combines Phases I and II as prescribed within the Public Building Commission Act. The Commission will conduct this procurement in complete compliance with Public Building Commission act which includes (but is not limited to): meeting mandatory timeframes, including compulsory evaluation criteria, publishing sufficient information regarding projects, and issuing all required notices to proposers.
13. **PAYMENT AND PERFORMANCE BOND:** The successful firm will be required to furnish a sufficient Payment and Performance Bond prior to receipt of a notice to proceed which will encompass the project's final negotiated GMP.
14. **TERMINOLOGY:** Any reference throughout this document referring to Contractor, Bidder, Consultant, or any variation thereof expressly means Proposer or Design-Builder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

## Project Objectives

### Demolition of Malcolm X College

1900 W. Van Buren St.

Chicago, Illinois

#### Project Objectives:

Preliminary Schedule for the Project: PBC intends to appoint a Design-Build Entity on November 10, 2015 and issue notice to proceed on or by November 23, 2015. All on-site activities, inclusive of mobilization, demolition, spent waste removal, building abatement, tank pulls (if required), site remediation (if required) cannot begin sooner than January 20, 2016. Substantial completion for this Project must be completed in accordance to the schedule outlined in Exhibit B – Scope and Performance Criteria. The proposed design and construction schedule as well as any other proposed dates for this procurement discussed in this RFP are subject to change, and there will be modifications or revisions based on PBC or user agency requirements and input from the successful proposer.

Proposed Budget for the Project: The Project, for which the Design-Build Entity will be selected pursuant to this RFP, will consist of a negotiated Scope of Work. The total Design-Build budget for this Project is \$10 Million. The source of funds for the Project is the City of Chicago. No funds are committed at the time of this proposal; however, all funds will be committed by the City of Chicago prior to execution of the Design-Build Agreement.

Level of Design to be included in Proposal: Proposers must demonstrate that they have the resources and qualifications needed to timely complete permit-able design documents conforming to the scope to be delivered within the GMP. No design is required to be included in the Proposal.

Agreement for Design-Build Services: The PBC anticipates the Design-Build Entity will enter into an Agreement for Design-Build Services ("Exhibit A -Design-Build Agreement") with the PBC in a form substantially similar to the Agreement attached to this RFP. The Agreement will provide for the delivery of design and demolition services to complete the Project.

Guaranteed Maximum Cost Proposal: It is anticipated that the Design-Build Entities will agree to a Guaranteed Maximum Price ("GMP") to be included in the Design-Build Agreement.

#### Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") Goals:

- The MBE participation goal for each Project is 30% of the GMP
- The WBE participation goal for each Project is 5% of the GMP

Design-Build Entity Work Site Employment Requirements: The PBC requires that Design-Build Entities commit to a construction work site employment program that addresses the following employment goals:

- Minority Journeyworker Project employment goal: 25% or more of total Journeyworker hours
- Minority Laborer Project employment goal: 40% or more of total Laborer hours
- Minority Apprentice Project employment goal: 25% or more of total Apprentice hours
  
- Female Journeyworker Project employment goal: 2% or more of total Journeyworker hours
- Female Laborer Project employment goal: 2% or more of total Laborer hours
- Female Apprentice Project employment goal: 0% or more of total Apprentice hours
  
- City of Chicago Resident employment goal: 50% of construction work hours to be performed by City Residents
- Community Resident employment goal: 7.5% of construction work hours to be performed by residents of the "Project Community" designated for each Project

Design Builder Insurance Requirements: The Design-Build Entity insurance requirements shall be in accordance to Exhibit C, attached hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REFERENCE DOCUMENT ONLY

## INSTRUCTIONS TO PROPOSERS

### I. REQUEST FOR PROPOSAL PROCESS

#### A. Design Build RFP Process for Projects estimated to be less than \$12,000,000

1. This procurement is being solicited through the combination of the two-phase process provided by the Public Building Commission Act (50 ILCS 20/3 – 50 ILCS 20/20) for small design-build projects.
2. As part of the Proposal, Proposers are required submit their past performance history and qualifications for consideration by the PBC. Attached hereto as Exhibit B, the PBC has provided Proposers with the Demolition of Malcolm X College Scope and Performance Criteria that defines the project requirements, project objectives, programmatic needs and goals, design criteria, performance criteria, schedule and delivery requirements. The PBC will evaluate the Proposals using the criteria and relative weights established herein below.
3. For purposes of this RFP, no distinction is made between entities formally organized as Design-Build Entities and project specific design-build associations (firms formally organized as Design/Build Entities or design firms and demolition contractors that have associated specifically for this project may submit proposals). Both are referred to as the Design-Build Proposer (or Proposer). All design must be performed under the direct supervision of appropriately licensed professionals registered in the appropriate jurisdiction and technical disciplines and shall meet all other licensing requirements specified in this RFP and the Design-Build Agreement.
4. The requirements of this RFP have been developed based on the specific criteria as defined by and in accordance with PBC's Procedures for Solicitation and Award of Design-Build Contracts.
5. The PBC is not liable for and will not compensate any Proposer for costs incurred in preparation and submission of Qualification and Technical & Cost proposals or for other costs incurred prior to award of a contract.
6. As stated in the the Public Building Commission Act, the statutory authority of the PBC, "The Commission may not consider any design-build entity for evaluation or award if the entity has any pecuniary interest in the project or has other relationships or circumstances, including but not limited to, long-term leasehold, mutual performance, or development contracts with the Commission, that may give the design-build entity a financial or tangible advantage over other design-build entities in the preparation, evaluation, or performance of the design-build contract or that create the appearance of impropriety." Moreover, the Act specifically precludes design professionals who helped develop the scope from consideration of award. As such, the construction firm of James McHugh Construction Co. and the design firm of HOK Sports and all their sub-consultants are ineligible to compete for the design-build contract to be awarded via this RFP as the work completed by each firm was instrumental in the preparation of scope for this project.
7. Data and information furnished or referred to in this RFP is for Proposers' information only. The PBC shall not be responsible for any interpretation or conclusion drawn from said data or information by the Proposer.

#### B. Submittal Requirements

Firms should organize their response to this RFP in alignment with the following 14 submittal requirements. Tab and separate your response (both paper and electronic) using the titles of the following 14 criteria.

##### 1. Cover Letter/Executive Summary (*Evaluation Criteria 1*)

- a) An individual authorized to legally bind the Proposer must sign the cover letter. The person who signs the cover letter will be considered the contact person for all matters

pertaining to the Submission unless the Respondent designates another person in writing.

- b) The letter must include the Proposer's mailing address, e-mail address, fax number and telephone number.
- c) The letter shall identify the Proposer (including proposed Demolition Contractor, Spent Waste and Abatement Contractor, Architectural Lead, MEP Engineering Lead and Environmental Consulting Lead).. Provide general summary of firm(s) and organizational structure of team.
- d) The Proposer must prepare an Executive Summary and overview of the services it is proposing including a statement that the Proposer has a clear understanding of the services as specified in this Request for Proposal and Exhibit A -Design-Build Agreement.

**2. Proposer's Past Experience and Performance with Building Abatement and Demolition**

Provide documentation of comparable work including experience with site remediation, abatement and demolition projects of:

- a) Similar or greater size (*Evaluation Criteria #2*)
- b) Projects of similar type (*Evaluation Criteria #3*), and
- c) Schedule performance on those projects (*Evaluation Criteria #4*).

Project Examples: Provide descriptions and information on all relevant experience up to a maximum of 5 projects. Projects submitted must have completed demolition costs of \$3 million or greater and must have been completed or substantially complete within the last 5 years.

For each example offered, provide a brief description of the project and a description of the construction services provided, specifically addressing:

- i. Logistics planning and coordination;
- ii. Value engineering analyses performed & cost savings recommendations made;
- iii. Cost estimating and budget management services provided;
- iv. Construction scheduling services performed;
- v. City of Chicago Building permit strategies used;
- vi. Magnitude and scope of asbestos abatement and spent waste removal work;
- vii. Schedule performance compared to requirements
- viii. Budget performance compared to requirements; and

**3. Past Performance and Capacity of Proposer's Consultants. (*Evaluation Criteria #5*)**

- a) Provide description of key consultants and subcontractor firms who will be providing design and contractor services. Include: company name/address; proposed project role.
- b) Successful recent experience as Architects of Record, MEP Engineers, Spent Waste Contractor, Abatement Contractor(s) and Environmental Consultants for demolition projects of similar size, scope and capacity are preferred. Bear in mind, the PBC does not encourage exclusivity arrangements between firms and would prefer to preserve the flexibility needed to ensure that experienced professional resources can be applied where and when needed to meet the objectives of the Project.



- c) Demonstrated familiarity and successful past experience by Proposers consultants with design and demolition of facilities requiring review and approval from, the Illinois Department of Public Health and the Chicago Department of Public Health is highly desirable.

#### 4. Qualifications of Key Staff committed to Project (*Evaluation Criteria #6*)

- a) Identify all of Proposer's Key Staff (including Key Staff furnished by consultants and subcontractors) and indicate whether they are committed full-time or part-time for the duration of the Project.
- b) Provide resumes for the following Key Staff in the following roles.
  - i. Design Builder Project Manager
  - ii. Lead Project Architect,
  - iii. Lead MEP/FP Engineer
  - iv. Quality Control Manager
  - v. Environmental Design Engineer
  - vi. Abatement Project Supervisor
  - vii. Spent Waste Manager
  - viii. Environmental Construction Project Manager
  - ix. Asbestos Project Manager
  - x. Demolition Superintendent.
- c) Environmental Consultant personnel to be assigned to the following functional positions and include resumes demonstrating that the individuals meet the requirements set forth:
  - i. IDPH Licensed Asbestos Designer and Asbestos Specification Author is a **required** with a *preferred* minimum of ten (10) years of experience designing asbestos abatement projects in Illinois.
  - ii. Required Lead Paint Abatement professional is **required** with a *preferred* minimum of ten (10) years of experience in preparation of lead paint abatement drawings for lead abatement work.
  - iii. Hazardous Waste Project Manager with a *preferred* minimum of ten (10) years of experience preparing drawings and specifications for hazardous waste handling and disposal.
  - iv. Soil/Waste Management Project Manager with a *preferred* minimum of fifteen (15) years of experience handling the management of soil, recycled backfill, remediation, and underground storage tank management.

#### 5. Design Execution Plan (*Evaluation Criteria #7*)

- a) Submit a Design Execution Plan narrative that demonstrates the Proposer has carefully reviewed Exhibit B – Demolition of Malcolm X College Scope and Performance Criteria and include the Proposer's design approach to integrate all design disciplines of the Project, including but not limited to the following:
  - i. Demolition Design
  - ii. Site Remediation Design
    - a) Phase 2 Site Analysis
    - b) Site Remediation Design
  - iii. Environmental Abatement Design
    - a) Environmental inspections
    - b) Environmental design

iv. Waste Management Plan

- b) Design Concepts. Highlight proposed concepts or past examples where Proposer team members have implemented unique demolition solutions on projects of comparable scope and complexity, especially referencing relevant City of Chicago demolition experience.
- c) Quality of Products and Materials. Highlight proposed concepts or past examples where Proposer team members have implemented unique product or material solutions on projects of comparable scope and complexity, especially referencing relevant City of Chicago demolition experience.

6. Technical Proposal

- a) Narrative demonstrating Proposer understands the Project Objectives and Exhibit B – Scope and Performance Criteria. (*Evaluation Criteria 8*)
- b) Submit a Technical Proposal narrative that describes the Proposer's approach to the Project, highlighting abatement and demolition logistics and innovations (if any) : (*Evaluation Criteria 9*)

i. Pre-Demolition Services:

- a) Cost estimating, Cost control and Value Engineering Analysis.
- b) Waste management plan
- c) Change management
- d) Scheduling compliance and control including examples of schedule monitoring techniques
- e) Obtaining building permits and all other regulatory approvals
- f) As-Built drawing and records management
- g) Regulatory environmental and permitting management.

ii. Demolition:

- a) Demolition Execution Plan
- b) Abatement and Demolition Activities Schedule
- c) Waste Management Plan (execution and reporting)
- d) Plan for maintaining construction site safety and security
- e) Complete Safety Questionnaire (Attached)
- f) Quality Control Management Plan.

7. Cost Proposal (Evaluation Criteria #10)

- a) Submit a narrative acknowledging that the \$10 million Design –Build Project Budget is feasible of performance and addressing the:
  - i. Cost of demolition. Estimated on an Order of Magnitude basis at \$8.25 million (exclusive of abatement costs);
  - ii. An allowance for abatement of \$500,000 to \$750,000;
  - iii. Fees for AOR/EOR services and Environmental Consulting services and;
  - iv. The Design Builder's fee.
  - v. Commitment to good faith negotiation of a Guaranteed Maximum Price
- b) Complete *Exhibit D – Demolition of Malcolm X College Cost Proposal.*

**8. MBE/WBE Participation Commitments and Plan** (*Evaluation Criteria #11*)

- a) Demonstrate commitment by affirming that Proposer acknowledges the PBC's goals for the Design-Build Entity to achieve participation of Minority Business Enterprises equal to at least 30% of the Guaranteed Maximum Price ("GMP") for the Project and participation by Women Business Enterprises equal to at least 5% of the GMP. State the MBE percentage and WBE percentage goals the Proposer is prepared to commit to achieve and provide a narrative describing Proposer's plan to achieve its commitment. If Proposer is not able to propose an MBE goal of 30% or a WBE goal of 5%, submit a narrative requesting relief and explaining why Proposer believes that the PBC's goals cannot be achieved. Proposers are required to submit a draft Schedule D showcasing potential MBE/WBE plan. The PBC only accepts MBE and WBE certification from the City of Chicago or Cook County. MBE and WBE firms can be proposer's design or construction subcontractors (or both).

**9. Work Site Employment Commitments and Plan** (*Evaluation Criteria #11*)

- a) Demonstrate commitment by affirming that Proposer acknowledges the PBC's goals for each Design-Build Entity to achieve the following work site employment requirements:
  - i. 25% (or more) of Journeyworker hours will be performed by minority Journeyworkers
  - ii. 40% (or more) of Laborer hours will be performed by minority Laborers
  - iii. 25% (or more) of Apprentice hours will be performed by minority Apprentices.
  - iv. 2% (or more) of Journeyworker hours will be performed by female Journeyworkers
  - v. 2% (or more) of Laborer hours will be performed by female Laborers
  - vi. 0% (or more) of Apprentice hours will be performed by female Apprentices
  - vii. City of Chicago Resident will perform at least 50% of construction work hours
  - viii. Community Resident will perform at least 7.5% of construction work hours
- a) Submit a narrative stating Proposer's commitment to each employment goal and plan to achieve each requirement.
- b) Community area is defined as someone residing in the project area as designated by the attached Exhibit E-Community Area Map.
- c) The Proposer shall agree to abide by the City of Chicago's Executive Order No. 2014-1, duly adopted by the Public Building Commission's Board of Commissioners on November 12, 2014 as Resolution No. 8122, both documents of which are incorporated by reference to this Agreement. Proposer agrees to pay its eligible employees a minimum wage of not less than \$13.00 per hour for work performed under this Agreement and further agrees to abide by all rules and regulations promulgated by the Executive Order.

**2. Financial Capability** (*Evaluation Criteria #12*)

- a) Furnish financial statements, such as balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Proposer has the financial viability and ability to perform the Services. In the event the Proposer does not have an audited financial statement, the Proposer may submit a review or compilation prepared by an outside accountant. The PBC, however, reserves the right to request additional information. The Proposer shall also submit annual reports and a written disclosure advising of any pending litigation against the Proposer that may have a material effect on the Proposer's ability to perform as a Design-Build Entity.

3. **Client References** (*Evaluation Criteria #13*)

- a) References shall be for representative projects provided as part of this submittal.

4. **Legal Actions** (*Evaluation Criteria 1*)

- a) Complete the Legal Actions form included in this RFP.

5. **Disclosure Affidavit** (*Evaluation Criteria 1*)

- a) Complete the Disclosure Affidavit form included in this RFP.

6. **Disclosure of Retained Parties** (*Evaluation Criteria 1*)

- a) Complete the Disclosure of Retained Parties form included in this RFP.

C. **Evaluation Criteria.** The PBC will review and evaluate the proposals in accordance with the following criteria. The relative importance of each evaluation criteria is indicated below.

**DESIGN-BUILD WEIGHTED EVALUATION CRITERIA**

Evaluation Criteria		Possible Points
1	Compliance of proposed services to the RFP requirements.	5
2	Successful experience with projects of similar or greater size.	3
3	Successful experience on projects of similar type.	3
4	Past performance with timeliness and completion of projects.	10
5	Qualifications, experience and capacity of consultants	10
6	Qualifications and Experience of Key Staff and commitment to assign Key Staff for the duration of the project	15
7	Quality of Design Execution Plan (quality of design parameters, innovation in constructability, quality of materials proposed, design concept)	4
8	Technical Proposal's compliance with the Project Objectives.	5
9	Quality of Technical Proposal (constructability of proposed project)	15
10	Quality of Cost Proposal	10
11	Level of commitment and quality of plans to deliver MBE and WBE participation and worksite employment for minorities, females, Chicago and Community.	12
12	Financial Capability	5
13	Quality and Successful references checks provided for representative projects	3
<b>Total Design-Entity Evaluation Points</b>		<b>100</b>

## SAFETY QUESTIONNAIRE

PBC is committed to construction safety on PBC projects. To that end, the PBC has developed a safety questionnaire to aid in selection of Design-Build Entities with good safety records. As a part of the Design-Build Entity submittal process Proposers must answer the questions below.

<b>DOES YOUR ORGANIZATION HAVE A SAFETY PROGRAM?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

<b>MONTH AND YEAR FIRST IMPLEMENTED:</b>	/
--	---

**METHOD OF REVIEW OF PROGRAM**

--

**PLEASE INDICATE WHETHER REGULAR WORK SITE SAFETY MEETINGS ARE HELD AND HOW FREQUENTLY**

--

**PLEASE PROVIDE A COPY OF TABLE OF CONTENTS OF SAFETY/LOSS CONTROL MANUAL**

<b>HAVE ANY CITATIONS BEEN ISSUED TO YOUR ORGANIZATION DURING THE PERIOD OF THE LAST THREE YEARS FOR WORKPLACE SAFETY LAW VIOLATION?</b> If yes, provide detailed information for each occurrence regarding:	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

1. The nature of the violation for which your organization was cited.

--

2. Summary of your position of the matter

--

3. Official resolution of violation

--

**PLEASE PROVIDE YOUR ORGANIZATION'S OSHA REPORTABLE INCIDENT RATE:**  
*(If this is greater than 3.0, please attach your OSHA Form 300A Summaries for the last three years and a written explanation to the qualification questionnaire. (Please attach narrative as necessary).*

--

**PLEASE PROVIDE A COPY OF YOUR ORGANIZATION'S NCCI CURRENT EXPERIENCE MODIFICATION RATE FACTORS ("EMRF") RATING WORKSHEET**  
*(If this is greater than 3.0, please attach your OSHA Form 300A Summaries for the last three years and a written explanation to the qualification questionnaire. (Please attach narrative as necessary).*

--

**PLEASE PROVIDE NCCI RATING FOR THE PAST FOUR YEARS**

<b>YEAR</b>	<b>NCCI RATING</b>	<b>YEAR</b>	<b>NCCI RATING</b>
-------------	--------------------	-------------	--------------------

--	--	--	--

--	--	--	--

--	--	--	--

--	--	--	--

--	--	--	--

--	--	--	--

--	--	--	--

--	--	--	--

<b>LEGAL ACTIONS</b>
----------------------

RESPONDENT: \_\_\_\_\_

If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

QUESTION	YES	NO
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.	<input type="checkbox"/>	<input type="checkbox"/>
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input type="checkbox"/>

**DISCLOSURE AFFIDAVIT**

**I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM**

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned \_\_\_\_\_, as \_\_\_\_\_  
Name Title

and on behalf of \_\_\_\_\_  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

<b>NAME OF FIRM:</b>			
<b>ADDRESS:</b>			
<b>CITY/STATE/ZIP:</b>			
<b>TELEPHONE:</b>		<b>FACSIMILE:</b>	
<b>FEIN:</b>		<b>SSN:</b>	
<b>EMAIL:</b>			
<b>NATURE OF TRANSACTION:</b>			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

**II. DISCLOSURE OF OWNERSHIP INTERESTS**

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

**A. CORPORATIONS AND LLC'S**

<b>STATE OF INCORPORATION OR ORGANIZATION:</b>		
<b>AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS:</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>CITY/STATE/ZIP:</b>		
<b>TELEPHONE:</b>		
<b>IDENTIFY THE NAMES OF ALL OFFICERS AND DIRECTORS OF THE BUSINESS ENTITY</b> <i>(Please attach list if necessary.)</i>		
<b>NAME</b>	<b>TITLE</b>	
<b>IDENTIFY ALL SHAREHOLDERS WHOSE OWNERSHIP PERCENTAGE EXCEEDS 7.5% OF THE BUSINESS ENTITY</b> <i>(Please attach list if necessary.)</i>		
<b>NAME</b>	<b>ADDRESS</b>	<b>OWNERSHIP INTEREST PERCENTAGE</b>
		%
		%
		%
<b>LLC'S ONLY, INDICATE MANAGEMENT TYPE AND NAME:</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>NAME:</b> <input type="text"/>
<b>IS THE CORPORATION OR LLC OWNED PARTIALLY OR COMPLETELY BY ONE OR MORE OTHER CORPORATIONS OR LEGAL ENTITIES?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</p>		



**B. PARTNERSHIPS**

IF THE BIDDER/PROPOSER OR CONTRACTOR IS A PARTNERSHIP, INDICATE THE NAME OF EACH PARTNER AND THE PERCENTAGE OF INTEREST OF EACH THEREIN. ALSO INDICATE, IF APPLICABLE, WHETHER GENERAL PARTNER (GP) OR LIMITED PARTNER (LP).		
NAME	TYPE	OWNERSHIP INTEREST PERCENTAGE
		%
		%
		%
		%
		%

**C. SOLE PROPRIETORSHIP**

THE BIDDER/PROPOSER OR CONTRACTOR IS A SOLE PROPRIETORSHIP AND IS NOT ACTING IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANY BENEFICIARY:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF THE SOLE PROPRIETORSHIP IS HELD BY AN AGENT(S) OR A NOMINEE(S), INDICATE THE PRINCIPAL(S) FOR WHOM THE AGENT OR NOMINEE HOLDS SUCH INTEREST.	
NAME OF PRINCIPAL(S)	
IF THE INTEREST OF A SPOUSE OR ANY OTHER PARTY IS CONSTRUCTIVELY CONTROLLED BY ANOTHER PERSON OR LEGAL ENTITY, STATE THE NAME AND ADDRESS OF SUCH PERSON OR ENTITY POSSESSING SUCH CONTROL AND THE RELATIONSHIP UNDER WHICH SUCH CONTROL IS BEING OR MAY EXERCISED	
NAME	ADDRESS

### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

## C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

#### **D. OTHER TAXES/FEEES**

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### **E. PUNISHMENT**

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

#### **F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contractor's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

#### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

#### I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_ (Name) as \_\_\_\_\_ (Title) of

\_\_\_\_\_ (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal \_\_\_\_\_

REFERENCE DOCUMENT ONLY

## DISCLOSURE OF RETAINED PARTIES

### A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. As used herein, "Proposer" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
2. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Proposer has retained or expects to retain with respect to the contract or lease. In particular, the Proposer must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Proposer is not required to disclose employees who are paid solely through the Proposer's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

### B. CERTIFICATION

Proposer hereby certifies as follows:

<b>THIS DISCLOSURE RELATES TO THE FOLLOWING TRANSACTION:</b>			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			
<b>DESCRIPTION OF GOODS OR SERVICES TO BE PROVIDED UNDER CONTRACT:</b>			
<b>NAME OF PROPOSER</b>			
<b>EACH AND EVERY LOBBYIST RETAINED OR ANTICIPATED TO BE RETAINED BY THE PROPOSER WITH RESPECT TO OR IN CONNECTION WITH THE CONTRACT IS LISTED BELOW.</b>			
<b>ATTACH ADDITIONAL PAGES IF NECESSARY</b>			
<b>NAME</b>	<b>BUSINESS ADDRESS</b>	<b>RELATIONSHIP (ATTORNEY, LOBBYIST, ETC.)</b>	<b>FEES (INDICATE WHETHER PAID OR ESTIMATED)</b>
<b>CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED:</b>			<input type="checkbox"/>

The Proposer understands and agrees as follows:

1. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Proposer's participation in the contract or other transactions with the Commission.
2. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
3. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Proposer waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Proposer and that the information disclosed herein is true and complete.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public



## SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES FOR PROFESSIONAL SERVICES

### 1. Policy Statement

- a. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Consultant must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Consultant also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Consultant to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

### 2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Contracts to MBEs and 5% of the annual dollar value of all Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate.
- d. The goals for MBE and WBE participation goals for this project are as follows: 30% MBE and 5% WBE of the cost of Work.

### 3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
  - i. "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - ii. "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - iii. "Professional Service Contract" means a contract for professional services of any type.
  - iv. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
  - v. "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.
  - vi. "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.
  - vii. "Good faith efforts" means actions undertaken by a Consultant to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

- viii. "Joint Venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the Joint Venture is equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- ix. "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

#### 4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Consultant may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible Joint Venture equal to the percentage of the ownership and control of the MBE or WBE partner in the Joint Venture. A Joint Venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A Joint Venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the Joint Venture:
  - i. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
  - ii. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Consultant may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Consultant subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Consultant may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

#### 5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.

- i. Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or the County of Cook must be submitted.
- ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a Joint Venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the Joint Venture agreement proposed among the parties. The Schedule B and the Joint Venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
- iii. Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
- iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

## 6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

## 7. Request for Waiver

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - i. Attendance at the Pre-bid conference;
  - ii. The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
  - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
  - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - a. The name, address and telephone number of MBE and WBE firms contacted;
    - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - vi. A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
  - vii. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
  - viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - ix. General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
  - i. Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
  - ii. The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

#### 8. Failure To Achieve Goals

- a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
  - i. Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - ii. Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the

contract, including addenda, in a timely manner to assist them in responding to the solicitation.

- iii. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.
  - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
  - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.
  - vi. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
  - vii. Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
  - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
  - ix. Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
  - x. Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

#### 9. Reporting and Record-Keeping Requirements

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

#### 10. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Consultant as an MBE or WBE if the Consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Consultant.
- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the Subconsultant's or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the subconsultant or supplier was misrepresented by the Consultant. If the Consultant is determined not to have been involved in any misrepresentation of the status of the disqualified subconsultant or supplier, the Consultant shall make good faith efforts to engage a qualified MBE or WBE replacement.

#### 11. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Consultant to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

#### 12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Consultant shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Consultant of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
  - i. The Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
  - ii. The Consultant's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Consultant; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
  - iii. The Consultant's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.
  - iv. The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
  - v. Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the

Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE/WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Consultant's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Consultant did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Consultant from entering into future contracts with the Commission.

14. Severability

- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

REFERENCE DOCUMENT ONLY

**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

This form is not required if for a Joint Venture where all parties are certified MBE/WBE firms. In such case, however, a written Joint Venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE Joint Venturer must also attach a copy of their current certification letter.

1. Name of Joint Venture \_\_\_\_\_

2. Address of Joint Venture \_\_\_\_\_

3. Phone number of Joint Venture \_\_\_\_\_

4. Identify the firms that comprise the Joint Venture

A. Describe the role(s) of the MBE/WBE firm(s) in the Joint Venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

7. Ownership: What percentage of the Joint Venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%

8. Specify as to:

A. Profit and loss sharing \_\_\_\_\_%

B. Capital contributions, including equipment \_\_\_\_\_%

C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

D. Describe any loan agreements between Joint Venturers, and identify the terms thereof.



SCHEDULE B - Joint Venture Affidavit (2 of 3)

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- A. Financial decisions: \_\_\_\_\_
  - B. Management decisions such as:
    - 1. Estimating: \_\_\_\_\_
    - 2. Marketing/Sales: \_\_\_\_\_
  - C. Hiring and firing of management personnel: \_\_\_\_\_
  - D. Purchasing of major items or supplies: \_\_\_\_\_
  - E. Supervision of field operations: \_\_\_\_\_
  - F. Supervision of office personnel: \_\_\_\_\_
  - G. Describe the financial controls of the Joint Venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each Joint Venturer to commit or obligate the other. Describe the estimated contract cash flow for each Joint Venturer.
  - H. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.
10. Please state any material facts of additional information pertinent to the control and structure of this Joint Venture.

REFERENCE DOCUMENT ONLY

SCHEDULE B - Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the Joint Venture's work on this Contract, there is any significant change in the information submitted, the Joint Venture must inform the Public Building Commission of Chicago, either directly or through the Consultant if the Joint Venture is a sub-consultant.

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

before me appeared (Name)

before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

(Name of Joint Venture)  
to execute the affidavit and did so as his or her  
free act and deed.

(Name of Joint Venture)  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

**SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)**

Name of Project: \_\_\_\_\_

STATE OF ILLINOIS     }  
   } SS  
 COUNTY OF COOK       }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

\_\_\_\_\_ Title and duly authorized representative of

\_\_\_\_\_ Name of General Contractor whose address is

\_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$
<b>Percent of Total Contract Bid</b>		%	%

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation  
(2 of 2)

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a Joint Venture equal to the percentage of the ownership and control of the MBE/WBE partner.

**SUB-SUBCONTRACTING LEVELS**

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

MBE  WBE  Non-MBE/WBE



## EXHIBIT B

### DEMOLITION OF FORMER MALCOLM X COLLEGE SCOPE AND PERFORMANCE CRITERIA

#### 1. Scope of Work

- a. General: Scope includes the design for and demolition of the Malcom X College facility located at 1900 West Van Buren St. constructed in 1971. The building is approximately 427,000 gross feet, 3 stories with lower level concourse. Structure consists of a 24' x 24' steel structural frame grid (769' long x 192' wide), with internal masonry walls, concrete floor decks, and concrete foundation walls atop grade beams, atop caissons. The concourse level in the center 12 bays along the length of the building is approximately 14 feet below grade. The concourse level drops down to a floor elevation approximately 28 feet below grade at the west and east ends of the facility to house mechanical facilities (west) and mechanical / athletic facilities (east), including a 10' deep pool. The exterior envelope is glass and steel and interior finished includes terrazzo floors, and a mix of masonry, plaster, and gypsum board partitions. The smoke stack as shown on the north side of the building in Appendix plans, aerials, and reports was removed in 2015, however below grade elements may still exist.

The following general Scope and Performance Criteria is subject to change after a Design Builder is integrated into the project design phase.

- b. Project Schedule: The Public Building Commission of Chicago (PBC) intends to appoint Design-Build Entity on November 10, 2015 and issue Notice to Proceed (Design) by November 23, 2015. All on-site activities, inclusive of mobilization, demolition, spent waste removal, building abatement, tank pulls (if required), site remediation (if required) cannot begin sooner than January 20, 2016. The City of Chicago plans to sell the property in 2 unequal east/west parcels. A plan of the proposed extents of the east parcel is included in the Appendix. Substantial completion of all Work for the east parcel must be achieved no later than June 3, 2016. A final project schedule will be developed as part of the GMP negotiations. The Design Builder is provided the option to:

- i. Propose an earlier substantial completion for the east parcel, with a separate Milestone completion date for the west parcel;
- ii. Propose one Substantial Completion date for the entire Project by June 3, 2016; or
- iii. Propose a phased turn-over plan for the Project with a Substantial Completion date of June 3, 2016, for the east parcel, and separate Milestone completion date for the west parcel.

- c. Design Responsibilities of Design Builder: Design Builder shall provide professional services including, but not limited to the following:

- i. Architectural and Engineering Design: The Design Builder will complete all architectural and engineering design required to support the following:
  1. Negotiation of a GMP;
  2. Obtaining all required permits;
  3. Completing the demolition of the project; and
  4. Earth retention and shoring, including any/all required permitting, as required to facilitate demolition.

Architect, Engineer and all other required design professionals shall be licensed in the State of Illinois.

- ii. Environmental Inspection Consulting: The Design Builder will complete all environmental inspections and consulting related to identifying all hazardous materials and spent waste in the building including:
  1. Lead-Based Paint (LBP) Survey;
  2. Asbestos Containing Material Survey (ACM); and
  3. Hazardous Materials/Non-Hazardous Materials/Universal Waste Survey

The Design Builder shall complete a Lead Based Paint survey. The Design Builder shall test the building for LBP only as required for demolition of the building or as required to be utilized for clean demolition or recycled debris. The LBP survey is to be completed in accordance with the Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), Chicago Department of Public Health and Occupational Safety and Health Administration (OSHA) requirements utilizing IDPH licensed

lead inspectors or risk assessors. Any paint chip samples collected shall be analyzed by a laboratory accredited by either the American Industrial Hygiene Association (AIHA) or American Association for Laboratory Accreditation (A2LA) that participates in the AIHA Environmental Lead Proficiency Analytical Testing (ELPAT) Program. In order for painted debris to be used as fill in a Clean Construction Demolition Debris (CCDD) fill operation, painted CCDD must be also certified by a professional engineer or a professional geologist utilizing the LPC-667 Form developed by the IEPA.

The Design Builder shall complete an ACM survey in accordance with NESHAPS and OSHA. This survey shall be completed by conducting a thorough ACM inspection in the interior and exterior areas of the school building where demolition activities will be completed. The asbestos inspection is to be completed utilizing IDPH licensed asbestos inspectors. Exterior suspect materials such as roofing, wall panels, caulking shall be sampled. Samples shall be analyzed by a "National Voluntary Laboratory Accreditation Program" (NVLAP) accredited laboratory. The Design Builder can also utilize the existing previous inspections prepared on behalf of Malcolm X College. Destructive investigation and sampling shall be conducted in the building to identify all suspect asbestos containing materials prior to demolition of the building. Sampling of suspect materials and/or destructive investigation in the building shall be coordinated with PBC and cannot take place when the school is occupied with students and staff. Design Builders shall collect samples for Transmission Electron Microscopy (TEM) analysis of homogeneous floor tile areas that tested negative for asbestos content using Phase Light Microscopy (PLM) methods when the mastic associated with the floor tile also tested negative for asbestos content.

The Design Builder shall also be prepared with all sampling equipment, ladders, personal protective equipment, paper/pens, etc. in order to conduct the survey in the school. Utilization of building ladders to conduct the inspection is at the Design Builder's own risk. The Design Builder shall be prepared to conduct multiple site visits to complete their work.

The Design Builder shall complete a survey of the areas of the school building where demolition activities will be completed shall be performed for all hazardous (and non-hazardous) materials including, but not limited to, PCB-containing components, mercury-containing components, batteries, thermostats, chemicals, chemical spills and other hazardous (and non-hazardous) materials that require removal prior to initiation of demolition activities.

The Design Builder shall generate deliverables that include an ACM, LBP and Hazardous Materials Survey Reports and provide them to the PBC in draft form. Once the report is acceptable to the PBC, the Design Building can finalize the report. The Design Builder shall prepare a pre-demolition letter report for the building investigation. The letter report shall include all environmental hazards (and non-hazards) needed to be removed or managed prior to demolition. The letter report shall be prepared in a format prescribed by the PBC. The deliverables shall be provided in draft form for PBC review and uploaded to Collaborative Workspace in final form.

- iii. Environmental Design Consulting: The Design Builder will complete all environmental specifications related to the management and disposal of all hazardous materials and spent waste in the building including:
1. LBP Specifications;
  2. ACM Specifications; and
  3. Hazardous Materials/Non-Hazardous Materials/Universal Waste Specifications

Design Builder shall ensure that the environmental specifications, environmental scope of work, etc., include procedures to manage hidden conditions discovered during the project in order to minimize delays during demolition.

The Design Builder shall only include LBP as required for the demolition of the Malcolm X building, for reuse of materials as backfill or recycling. The Design Builder shall follow all local, state and federal regulatory requirements and provide required specifications and procedures as necessary for managing those materials.

Design Builder shall also anticipate hidden environmental conditions (such as asbestos pipe insulation within inaccessible pipe chases/ asbestos spray on behind walls, on ceilings, on trusses) and provide an appropriate approach to address them.

The Design Builder shall modify existing ACM PBC template abatement specifications to tailor them for the ACM abatement work utilizing an IDPH licensed Asbestos Project Designer:

1. 01 56 11 GENERAL DUST, FUME AND ODOR CONTROL;
2. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT;
3. 02 82 13 ASBESTOS ABATEMENT PRIOR TO DEMOLITION; AND
4. 02 84 15 ASBESTOS ABATEMENT FOR EXTERIORS.

The Design Builder shall modify existing PBC template specifications as to the proper packaging, transportation and disposal of the materials identified in the Hazardous Materials Survey. The Design Builder shall also recommend cost effective methods for removing and disposing of the materials identified in the Hazardous Materials Survey. The Design Builder shall revise/develop PBC specifications for the following, as applicable to the demolition scope of work:

1. 01 56 11 GENERAL DUST, FUME AND ODOR CONTROL;
2. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT; AND
3. 02 41 16 HAZARDOUS AND UNIVERSAL WASTE MANAGEMENT

The Design Builder shall provide Draft Environmental Specifications (PDF and Word format) to the PBC for review and comment prior to issuing them to the sub-contractors for execution. The Design Builder shall redline changes made to the template specifications and provide them to the PBC. Environmental Specifications shall be issued within the required timeframe for the project. The Design Builder shall make any required modifications or corrections and reissue the specifications. The Design Builder shall upload the final version to Collaborative Workspace upon completion of the specifications where directed by the PBC Project Manager. Scope of work drawings and Environmental Scope Sheets are not required for this project.

- iv. General Environmental Manager: The Design Builder shall provide an experienced individual to perform the following General Project Environmental Management (GEM) services for the Malcolm X abatement and demolition project which include, but are not limited to the following:
  1. Administrative Controls;
  2. Management and Coordination of Regulated Waste Removal and Disposal Activities;
  3. Management and Scheduling of Air Sampling Activities During Asbestos Abatement Activities;
  4. Management, Scheduling and Reporting for Ambient Air Monitoring During Demolition; and
  5. Underground Storage Tank Removal Management, Oversight, Sampling and Reporting Services (if required).

At a minimum, as part of the above listed responsibilities, the GEM role will be responsible for the following activities at the Malcolm X College Demolition project:

1. Attend meetings as requested by the PBC;
2. Coordinating all environmental inspections and getting the inspection reports to the PBC in a timely manner for review;
3. Making sure all environmental inspection reports are provided in hard copy to the PBC and uploaded to Collaborative Workspace;
4. Getting all required design review deliverables to the PBC and incorporating all design review comments to the PBC's satisfaction;
5. Setting up all required environmental meetings and providing environmental project and deliverables status to the PBC as requested;
6. Become familiar with and institute existing asbestos and demolition specifications;
7. Be in charge of reviewing and approving all environmental submittals required in the specifications, receiving environmental documentation from the Demolition/Abatement Contractors and uploading information to the Collaborative Workspace system to document all work activities;
8. Handle all scheduling and coordination of environmental consultant's work tasks. The GEM will coordinate with any and all abatement, air sampling professional work, waste removal and Demolition/Abatement Contractors to schedule environmental oversight activities and will be in

- charge of managing the schedule of any and all environmental activities on the Malcolm X project;
9. Receive, review, comment and approve all documents related to asbestos abatement, regulated waste removal, underground storage tank and air monitoring activities on behalf of the PBC;
  10. Be responsible for escorting regulators around on campus and will be the on-site point of contact for any and all regulatory or public inquiries related to environmental matters;
  11. Respond to any and all correspondence from local, state or federal regulators on behalf of the PBC after PBC review, and will provide corrective action negotiations when necessary;
  12. Perform daily inspections of environmental work activities and will observe, document and notify the PBC of any issues as required;
  13. Sign waste manifests on behalf of site owner;
  14. Provide regulated materials management and oversight during removal and disposal activities;
  15. Coordinate with Demolition/Abatement Contractor on site and shall maintain all submittal records and upload them to Collaborative Workspace on a weekly basis;
  16. Be responsible to maintain schedules of all waste removal activities on site;
  17. Be responsible to inspect the areas where all waste is being removed and stored to ensure work was done correctly and in accordance with contract specifications;
  18. Respond to site issues, unforeseen conditions, regulatory inspections/citation, site emergencies, spills, etc. on an emergency response basis and prepare a detailed comprehensive report at the conclusion of each incident;
  19. Coordinate Air Sampling Professional's (ASP) with the Demolition/Abatement Contractors and will keep a schedule of all ASP work being performed;
  20. Provide advice on technical matters during the course of the abatement and demolition activities, and as needed consultation to the PBC;
  21. Provide daily observations and documentation of the asbestos abatement work; and
  22. Provide coordination perimeter ambient air monitoring for asbestos, lead and particulates (PM10) during demolition activities.
- v. Air Sampling Professional Services: The Design Builder shall provide Air Sampling Professional/Project Managers (ASP/PM) for the Malcolm X abatement and demolition project as needed to satisfy applicable regulations such as OSHA. At a minimum, the ASP/PM shall be responsible for general asbestos abatement oversight activities, asbestos air sampling of inside and outside work areas, clearance air monitoring for asbestos abatement operations, and reporting. The ASP/PM will have to coordinate work activities with the GEM and the asbestos/demolition contractor. They will monitor abatement activities in accordance with all local, state and federal guidelines. They will review the asbestos/demolition contractor submittals including but not limited to:
1. Notifications;
  2. Worker and supervisor licensing;
  3. Sign in sheets;
  4. Waste manifests;
  5. At a minimum, the ASP will be responsible for the following daily oversight activities per containment at the Malcolm X project;
  6. The ASP/PM will conduct containment inspection;
  7. The ASP/PM will inspect the work areas and abatement procedures;
  8. THE ASP/PM will visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by asbestos abatement employees;
  9. The ASP/PM will monitor of contractor work methods including workspace cleanliness, wet work methods, bag out, and final cleaning; and
  10. The ASP/PM will evaluate whether visible debris and asbestos containing materials have been fully removed as per the specifications.



The ASP/PM shall be licensed by the IDPH and shall have Asbestos Analyst Registry (AAR) accreditation. (If the ASP/PM is not an accredited AAR then the Design Builder shall include the PCM analytical costs in their base rate.) Laboratories analyzing daily samples (if needed) shall participate in AIHA PAT Program or analyst should be AAR. The ASP/PM will be responsible for asbestos air sampling of inside and outside work areas and clearance monitoring.

Air monitoring shall be conducted in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400, counting rules and all local, state and federal requirements. The ASP/PM shall provide work area monitoring (inside and outside containments) and final clearance inspection, testing and sample analysis using phase contrast microscopy (PCM) in accordance with IDPH regulations. The timing and sequencing, including area start and finish points, of abatement must be coordinated with the PBC, the GEM and the asbestos/demolition contractor for related phases of the overall project.

The Design Builder shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:

1. Summary of work;
  2. Company and ASP/PM Name and License;
  3. Date and time of activities;
  4. Sampling methods used;
  5. Asbestos abatement contractor;
  6. Daily worker log;
  7. Work area sign-in and out logs;
  8. Photographs during abatement activities (before and after);
  9. Notifications;
  10. Worker and Supervisor Licensing;
  11. Waste Manifests;
  12. Analytical/filled out air sampling forms by ASP/PM;
  13. Daily inspectors logs; and
  14. Other forms and/or logs required by state and federal regulations; and
  15. Provide sampling and analysis of unexpected ACM encountered during the work.
- vi. **Ambient Air Monitoring Services:** The Design Builder shall provide ambient air monitoring to evaluate potential environmental contamination or ensure compliance with existing local, state and federal exposure standards. Area air monitoring will be performed during site demolition to determine the airborne levels of asbestos, lead and particulates (PM10) during demolition activities. The Design Builder shall propose a typical sampling strategy for a project of this size. The Design Builder shall provide the air sampling and analytical methodology they propose to use for this project and the action levels to ensure that the demolition operations at the site do not have a negative impact on sensitive receptors, surrounding community, and the ambient air.

It is anticipated that these samples will be performed to establish a baseline demonstrating the ambient air levels of asbestos, lead and particulates during demolition activities. Once baselines are established, and if monitoring shows levels are below acceptable guidelines as stated below, the Design Builder can demobilize the air monitors from site.

It is also anticipated these methods will be utilized for this project:

1. Respirable Dust (PM10) found in the Code of Federal Regulations (40 CFR, Part 50, Appendix J) or approved other.
2. Lead by the procedure found in Code of Federal Regulations (40 CFR, Part 50, Appendix G) or approved other.
3. Asbestos (utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM).)

The Design Builder shall provide a report for the project including but not limited to the following:

1. Company and ASP Name and License;
2. Date and time of activities;

3. Sampling methods used;
  4. Demolition contractor;
  5. Analytical/filled out air sampling forms by ASP;
  6. Daily inspectors logs; and
  7. Other forms and/or logs required by state and federal regulations.
- vii. Underground Storage Tank Oversight Services: The Design Builder shall provide underground storage tank removal management, oversight, sampling and reporting services (if required). At a minimum, the Design Builder will be responsible for the following Underground Storage Tank Removal, Management and Oversight Activities at the site:
1. Following the removal of the tanks, soil samples will be collected by the Design Builder's GEM from the excavation walls and floor. The Design Builder shall collect two samples from the excavation floor below each UST and the side walls for a total of six (6) samples from each tank basin. The soil samples collected for chemical analysis will be placed into the appropriate pre-preserved sample containers provided by the laboratory. The sample jars will be labeled and immediately placed into an ice-filled cooler. The samples will be subsequently transported under proper chain-of-custody protocol to an IEPA approved analytical laboratory. Soil samples shall be analyzed for the absence/presence of Benzene, Toluene, Ethylene, and Xylene (BTEX) using USEPA Method 5035A/8260B and Polynuclear Aromatic Hydrocarbons (PNAs) by USEPA Method 8270 SIM. In addition, one soil sample will be collected for Leaking Underground Storage Tank (LUST) Priority Pollutants.
  2. If the tanks are leaking the Design Builder shall prepare the 20 and 45 Day Reports as required by the Illinois Environmental Protection Agency.
  3. The Design Builder shall create one binder that includes the following information for each tank:
    - a. Description of the UST removed, the location, the size, the date, time, Contractor Name, removal permit number, product and soil removed, GPS coordinates of each corner of tank basin, backfill type, analytical and photos of event;
    - b. Removal Permit;
    - c. Waste Records;
    - d. The Design Builder shall provide a GPS location for each corner of the UST excavation; and
    - e. The EC will upload all information for each tank into Collaborative Workspace for future use.

The Design Builder shall revise/develop PBC specifications for the following, as applicable to the demolition scope of work:

1. 02 65 00 UNDERGROUND STORAGE TANK REMOVAL;
2. 31 23 18 SOIL, FILL, BACKFILL, CU STRUCTURAL SOIL AND CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL; AND
3. 31 23 23 ACCEPTANCE OF BACKFILL, TOP SOIL & CU STRUCTURAL SOIL

The Design Builder shall provide Draft Environmental Specifications (PDF and Word format) to the PBC for review and comment prior to issuing them to the sub-contractors for execution. The Design Builder shall redline changes made to the template specifications and provide them to the PBC. Environmental Specifications shall be issued within the required timeframe for the project. The Design Builder shall make any required modifications or corrections and reissue the specifications. The Design Builder shall upload the final version to Collaborative Workspace upon completion of the specifications where directed by the PBC Project Manager. Scope of work drawings and Environmental Scope Sheets are not required for this project.

- viii. Environmental Cost Estimate: The Design Builder shall provide an environmental abatement estimate based on the surveys completed. The Cost Estimate shall include detailed information for the abatement of asbestos containing materials, lead-based paint mitigation (if required) and removal and disposal/recycling of hazardous and non-hazardous materials that will be required in the areas where demolition will be completed.

The Design Builder shall provide two printed copies and one electronic copy (PDF and Word format) of the "Draft Environmental Abatement Cost Estimate" to the PBC for review and comment for the building within the required timeframe for the project. The Design Builder shall incorporate comments by the PBC and issue a final cost estimate for the building within the required timeframe for the project.

- ix. Environmental Project Manager: The Design Builder shall provide an Environmental Project Manager (as needed) for providing consulting services related to:
  - 1. Reviewing Phase I environmental Site Assessment and providing recommendations regarding management of soils in the demolition area;
  - 2. Managing contaminated soil (if any is discovered);
  - 3. Providing environmental regulatory evaluation for reuse of clean demolition debris; and
  - 4. Providing submittal reviews related to imported materials.
- x. In the event that site impact is discovered, Design Builder is to utilize remediation design strategy that considers EPA best management practices for Green Remediation.
- xi. Waste Management Plan: The Design Builder shall develop a waste management plan which:
  - 1. Prioritizes diversion from landfill and includes waste management best management practices;
  - 2. Identifies the materials that will be recycled, salvaged, reused on-site or elsewhere, and/or sent to a landfill as impacted materials;
  - 3. Identifies materials which will be sorted on-site vs. commingled;
  - 4. Identifies probable destinations and haulers for each type of material that is not landfilled;
  - 5. Lays out a decision-making process for determining whether materials will be abated and recycled, reused, or sent to a landfill as impacted materials. Process should include cost-benefit analysis of each potential strategy;
  - 6. Plan must include a tracking and reporting strategy which is acceptable to the PBC. This reporting strategy should include at a minimum City of Chicago Waste diversion reporting requirements, but separate spoils and environmentally impacted waste. Reporting is to identify each material category and whether it was sent to a landfill or how otherwise handled. Include a sample report in Plan, and 2 interim reports and final report; and
  - 7. Include handling of environmentally impacted materials in the Plan, at minimum with reference to Environmental Remediation Plan.
- d. Permitting and Notification Responsibilities of Design Builder:
  - i. Design Builder shall provide all notifications and obtain all required permits from jurisdictions having authority including but not limited to the following agencies:
    - 1. City of Chicago Department of Buildings (Demolition Permit)
    - 2. Chicago Department of Transportation (Right of Way Permit)
    - 3. Office of Underground Coordination
    - 4. Department of Water Management (Sewer Permit)
    - 5. Metropolitan Water Reclamation District
    - 6. Chicago Department of Public Health
    - 7. Illinois Environmental Protection Agency
- e. Demolition of Structure: Design Builder is responsible for the demolition, removal, and proper disposal of all building structure, building systems, components and materials. Perimeter and interior poured in place foundations shall be cut down to an elevation approximately 6' feet below grade. All slabs on grade will be crushed in place to a size to allow for adequate flow of groundwater. Foundation walls, caissons and grade beams lower than 6' below grade will remain in place. During the design phase, certain portions of the slab and grade beams may be scheduled for complete removal. Prior to fill being placed, any exposed unsuitable soils shall be removed from areas to be filled. New fill shall not contain organic matter, rubble pieces larger than 3 inches, or other objectionable materials. New fill utilized to achieve design subgrade elevation shall preferably be a granular material such as crushed stone or crushed concrete, with a gradation conforming to IDOT CA 6 or CA 7. New CA 6 fill shall be placed in lifts not exceeding 9 inches in loose thickness and compacted to a minimum of 95% of the maximum dry density obtained in accordance with ASTM Standard D 1557, modified Proctor method. The Design Builder will be responsible for all

costs of transport and proper disposal of all demolition debris, and for any additional shoring and or earth retention required.

- f. Disconnection and Abandonment of Utility Services. Sanitary and storm sewer lines shall be cut and capped at the property line. Pipe abandoned in place must be filled with flowable fill. Electrical services shall be cut and properly terminated at the property line.
- 
2. **Services and Documents to be provided by the Public Building Commission (PBC)**
    - a. Alta Survey of the site
    - b. All available ACM, LBP, & HAZ surveys and reports.
    - c. Phase I Environmental Report for the site
    - d. Independent Testing Lab (ITL) oversight
- 
3. **Appendix**
    - a. Aerials and Plans
      - i. Aerial 1 (1 pg.)
      - ii. Aerial 2 (1 pg.)
      - iii. Sidwell (2 pgs.)
      - iv. 80-Acre Map (1 pg.)
      - v. Concourse & Grade Level Floor Plans (1 pg.)
      - vi. 2nd & 3rd Level Floor Plans (1 pg.)
      - vii. East Property Boundary Survey (1 pg.)
    - b. Environmental Reports
      - i. RP\_LA\_MH\_AsbestoesAbatement\_19850710 (41 pgs.)
      - ii. RP\_RCM\_TPM\_MXCAsbestosMgmtPlanRevisedFinal\_20061121 (71 pgs.)
      - iii. RP\_CCA\_DSB\_MXCAsbSurveyStack\_20140923 (11 pgs.)

REFERENCE DOCUMENT ONLY