

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO.01 TO CONTRACT NO. 1505
For
JOB ORDER CONTRACT
ABATEMENT AND DEMOLITION, SITE PREPARATION AND SITE DEVELOPMENT

DATE: Friday, February 19, 2010

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

Changes to Book 1 PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS:

- Change 1: Bid Opening and Time is scheduled for: **Tuesday, February 23, 2010 at 2:00PM**
- Change 2: Schedule E-Request for Waiver from MBE/WBE Participation, **delete and replace with attachment, dated February 18, 2010**
- Change 3: Section Three- Contract Insurance Requirements, **delete and replace with Attachment, Section Three-Contract insurance Requirements, Revised, February 19, 2010.**
- Change 4: Section One, Article 2.B Second Paragraph:
Delete:
This Contract is to be used primarily for **Abatement and Demolition, Site Preparation and Site Development** type work. Work may include abatement and demolition associated with new land acquisition and site clearing. The work may also include site preparation whereby remedial soil work may be performed to mitigate environmental impact or poor geometrical stability of soil, removal of USTs, etc.
Insert:
This Contract is to be used primarily for **Abatement and Demolition, Site Preparation and Site Development** type work. Work may include asbestos and lead paint, hazardous and universal waste removal, abatement and demolition associated with new land acquisition and site clearing. The work may also include site preparation whereby remedial soil work may be performed to mitigate environmental impact or poor geometrical stability of soil, removal of Underground Storage Tanks (UST), etc.
- Change 5: Section One, Article 7.D.1.a(2):
Insert:
(m) Submittals and reporting as requested by the Commission
- Change 6: Section One, Article 13.
Insert behind the last sentence:
The General Contractor is responsible for keeping all licenses current and providing them to the Commission upon request.

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Changes to Book 2 STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS:

- Change 1: Article 10 "Schedule", **Delete and Replace** with attached Article 10. – Schedule
- Change 2: Article 20 "Environmental Requirements", **Delete and Replace** with attached Article 20 – Environmental Requirements.
- Change 3: Article 3 – Contractor's Obligations, Section 3.06.2
Insert:
d. Upon completion of abatement, soil remediation, underground storage tank removal work, the Contractor shall provided the Commission Representative the environmental close out items as requested in order for the PBC to accept the completion of the work.
- Change 4: Article 6 – Permits and Licenses, Section 6.01 Permits, Licenses and Regulations, 2.d
Insert:
8. Illinois Administrative code
9. Occupational Safety and Health Agency
10. United State Environmental Protection Act
11. Office of the State Fire Marshall
12. Chicago Municipal Code, Illinois Department of Public Health

Changes to Book 2A STANDARD TERMS AND CONDITIONS PROCEDURE MANUAL

- Change 1: Section 01010 – Summary of Work, Paragraph 2.1.B
Insert:
10. LEED goals and requirements
- Change 2: Section 01025 - Payment, change Order and Substantial Completion Procedures, Paragraph 3.6.
Insert:
F. The Contractor must with the following record documents in electronic and hard copy:

Erosion and Sedimentation Control Plan – evidence of project-long implementation:
ESCP narrative; civil drawing if JOC contractor provided drawing; dated photos documenting implementation , maintenance throughout work; list / log of photos.

Construction Waste Management Plan
- Final spreadsheet / tracking log listing all demolition and construction waste removed from site. Note differences between City recycling ordinance and LEED requirements.
 - Receipts, tickets, etc. documenting all materials diverted from landfill, whether recycled, reused, donated, salvaged.
 - Narrative plan. Exclude soils, grubbing.
- Materials and Resources tracking
- Spreadsheet including all materials Div 2-10 permanently installed as part of the work of this contract.

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- Cost for each material delivered to the site;
- Total cost for all materials, Div 2-10 (exclude Remediation)
- Package of back-up including submittal and documentation from suppliers, manufacturers indicating recycled content, regional production.

Change 3: Section 01200 – Progress Documentation and Meetings Procedures, Paragraph 3.3.A

Insert:

15. Status of ESCP measures

Change 4: Section 01200 – Progress Documentation and Meetings Procedures, Paragraph 3.3.B

Insert:

6. LEED progress report

Change 5: Section 01300 – Submittals. Paragraph 1.1.H.1

Insert:

d. LEED Data

QUESTIONS & ANSWERS:

Question 1: After reviewing the bid documents, I am having trouble finding the additional information for the 01000 General Requirements listed in the Construction Task Catalog. It refers me to book 4, technical specifications, which refers me to book 2A. Book 2A does not include additional information for most of the General Requirements line items. Does section 01000 General Requirements have further explanation in another source, such as the IDOT Standard Spec Book, or the CDOT Standard Spec Book?

Answer 1: Work Tasks in 01000 of the CTC are self explanatory. Refer to: Book 2 Article 26.III.A.9. Refer to: Book 3 pages001 -007.

Question 2: When pricing a work task that includes legal disposal of excess spoil soil materials, such as 02454-0001 Sewers, How do we price the disposal? Do we assume that the spoil needs to go to subtitle D landfill or is it clean fill?

Answer 2: Refer to: Book 2A Section 01950 Soil Management and Handling. Disposal requirements are determine for each Job Order.

Question 3: It was stated in the bid meeting that if the PBC requests the JOC demo contractor to provide a bid for building demolition, the JOC demo contractor must also obtain 3 subcontractor prices for the same demo work and submit all 4 proposals to the PBC. Once the PBC obtains all 4 proposals, is the PBC required to award the project to the JOC contractor? How does the PBC determine the price of the contract awarded to the JOC demo contractor? Do they average all 4 prices submitted to the PBC? Do they take low bid and apply the non-pre-priced award factor to

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it? Please explain the award process for building demo work. If the PBC is required to award the demolition of a non-pre-priced building to the JOC contractor, how is the JOC demo contractor supposed to obtain comparable bids from its competition if the competition has no chance of getting the work?

Answer 3: Refer to: Book 2 Article 26 , III.B.5.b and III.B.6 The final price to the JOC Contractor is determined by multiplying the NPP adjustment factor times the price of the NPP quote.

Question 4: Can any of the modifiers on the bid be less than 1?

Answer 4: Refer to: Book 1 Section One Articles 6 and 7.E and Pages 001-007 of Book 3

Question 5: Per Article 23 of Book 2, it states that M/WBE goals are to be met on a bi-annual basis at 24% MBE and 4% WBE. In the pre-bid meeting it was discussed that any work order over \$100,000 will require full 24% MBE /4% WBE participation. Clarify what will be required per contract.

Answer 5: Refer to: Book 2 Article 26. VIII.

Question 6: In Section 2, Article 24, Order of Precedence, it lists work specific plans, drawings, and specifications as one component. Should there be conflicts in the work specific plans, drawings, and specifications; which document(s) takes precedence?

Answer 6: Refer to: Book 2 Section 3.02.

Question 7: What is the percentage, based on overall dollar amount of work performed for the current contracts, for Non Pre-Priced building demolition items? I.E. if the PBC did \$50 million in work with the current JOC contractors, what is the percentage of Non Pre-Priced building demolition?

Answer 7: It is estimated that about 6% of the total value of work was building demolition.

Question 8: Once a price proposal is agreed upon by the Owner & Contractor, does the project take on the role of a lump sum job or does the project remain a unit price job?

Answer 8: Refer to: Book 2 Section 1.01.A paragraph 11 and 14.

Question 9: At the end of a project, will all quantities in the field be counted and the price proposal be adjusted based on the final quantities installed?

Answer 9: For changed conditions see Article 26.III.E. See Book 3 CSI number 02119-0006.

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Question 10: In the pre-bid meeting it was mentioned that the pricing for work tasks are priced based on local labor and material prices. After discussion with disposal facilities regarding the pricing and subsequent discounts for line item 02119-0008, the price is considerably lower. Additionally, the disposal facilities do not offer any quantity discounts. Is the price in the Construction Task Catalog correct? Why does this not reflect local pricing?

Answer 10: Refer to: Book 3 CSI number 02119-0006.

Question 11: Do the line items for Topsoil, 02839-0043C, and Planting Soil, 02839-0046C, include soil that would test out chemically below the TACO Tier 1.

Answer 11: No, See Book 4 Technical Specifications section 02200 – Earthwork paragraphs 1.2.A.1 and 1.2.A.2.

Question 12: Will a full-time superintendent be required for each task order/project site?

Answer 12: See Book 2 Sections 9.02 and 9.03

Question 13: Are books 1 & 2 of Contract 1505 (Abatement and Demo, Site prep and Site Development) available online or in pdf that you can email?

Answer 13: No

List of Attachments:

Schedule E-Request for Waiver from MBE/WBE Participation, dated February 19, 2010

Article 10-Schedule

Section Three- Contract Insurance Requirements (Revised, dated Feb 19, 2010)

Article 20 – Environmental Requirements

END OF ADDENDUM NO.1

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SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Erin Lavin Cabonargi, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mrs. Cabonargi:

RE: Contract No. _____

Project Title: _____

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

Documentation attached: yes ___ no ___

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

Signature

Print Name

Title

Name of Firm

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ARTICLE 10. SCHEDULE

SECTION 10.01 Time Is Of The Essence

TIME IS OF THE ESSENCE IN THIS CONTRACT. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Book 1.

SECTION 10.02 Contractor's Construction Schedule

1. General

Contractor shall provide three schedule reports. The Target Schedule shall be submitted and approved as provided herein and shall serve as the schedule for the Project. The Contemporaneous Schedule shall initially be an exact copy of the Target Schedule, and will be updated each month with progress information and may include changes to activity relationships or logic, but may not change Project duration or milestones. The 3-week Look-Ahead schedule will show current activities on the Project.

- a. A construction schedule will be required for each Work Order unless otherwise directed by the Commission and shall be prepared and submitted within 5 days of issuance of the Work Order Notice to Proceed. The schedule must be provided in hard copy and editable electronic format. The Contractor will, when necessary, use overtime, multiple shifts, weekend and/or holiday work to maintain the approved Schedule without additional compensation.
- b. The Schedule will use the critical path method (CPM). The Contractor will utilize Primavera Project Planner (P3 version 3.1 or P6 version 6.1), Primavera SureTrak (provided the version used is compatible with the Commission operating system), Primavera Contractor, Microsoft Project or other Commission approved software as a scheduling software package.
- c. The Schedule will, at a minimum, indicate the dates for the starting and completion of the various stages of the Work, including, without limitation: the placing of material orders; delivery of materials and equipment; preparation, submittal and approval of all required Submittals; preparation and procurement of material and equipment furnished by the Contractor; interface activities performed by others upon which the Contractor's schedule depends; all Work activities and field construction operations including any weather related scheduling; equipment installation, testing, and balancing; commissioning activities; and all Project Milestones as required in Book 1.
- d. The Contractor's Schedule will consist of detailed CPM diagrams as specified below. The format of the network diagram will utilize the precedence diagramming method (PDM) showing the proposed starting and completion date for the various stages of the Project, including any float time, and must be prepared such that it can be used to plot actual progress against the Target Schedule. The Schedule will be updated and submitted in both hard copy and editable electronic format no less than monthly, or more frequently as directed by the Commission and as further described herein.
- e. Specifications applicable to the Schedule and network diagram
 - (1) Each separate sheet will include the Project name, Contract number, Contractor's name, Project file, data date, and plot date. If multiple diagrams are prepared, each must, in addition to the above, include a descriptive title of that portion of the Work included therein.

- (2) The Schedule will show the order and interdependency of activities, indicating

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the sequence in which the Work is to be performed "as planned" by the Contractor. The Schedule will clearly describe and indicate the critical path – which shall be defined as the longest path sequence of activities in the Project Schedule Network which requires the longest total amount of time to complete.

(3) The Schedule shall utilize a Work Breakdown Structure (WBS) that consists of at least three levels of detail as described below:

| WBS Level | Detail Level | Information Shown |
|-----------|-----------------------|--|
| Level 1 | Project | Overall Project duration and milestone dates. |
| Level 2 | Summary Elements | Elements of the Work organized by CSI Division applicable to the Activity. |
| Level 3 | Individual Activities | Activities as defined in Section 10.02.1(f) below. |

Contractor may utilize a more detailed WBS provided it is clearly defined in the Schedule submission.

(4) Two color copies and one electronic copy on CD (editable in the software used to produce the Schedule) of the Schedule will be submitted to the Commission Representative.

f. The following items define the term "Activities" as it pertains to the Schedule:

- (1) Each Activity will be a unit of Work, which requires an amount of time for its performance and shall be a component of a Summary Element.
- (2) Each activity will be a logically separate part of the Work, defined by an observable start and an observable finish.
- (3) To establish the scope of an activity for CPM purposes, the Contractor will form a single activity from the largest grouping of related operations, which permit a continuous and measurable flow of Work.
- (4) The scope of an activity will be small enough to permit a reasonable appraisal of its status or as directed by the Commission, with no activity durations in excess of twenty (20) days, except such non-construction activities as procurement, delivery or submittal activities or other activities as may be approved by the Commission.
- (5) Each Summary Element on the Contractor's Target Schedule shall be cost loaded.
- (6) Activities performed by others – including, but not limited to other contractors, agencies or companies, that must be completed prior to the start of the Contractor's Work or portion of Work must be included in the Contractor's schedule as milestones and identified with a designation approved by the Commission.

g. The following information will be furnished on the network diagram for each activity in the schedule:

- (1) Activity ID: The Contractor will utilize the Technical Specification division and section numbers in assigning activity IDs to the related portions of Work.

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- (2) Description of the activity.
 - (3) Duration of the activity in working days, unless otherwise noted.
 - (4) Cost Loading: The cost estimate/budget to perform the Summary Element of work. The total cost loading of all Summary Elements shall equal the Total Base Bid/Contract Price.
 - (5) Each activity that is not performed by the Contractor will be assigned a responsibility code indicating which Subcontractor is to perform the activity.
 - (6) Each activity will be identified with early/late start, early/late finish, and total float.
 - (7) Calendar I.D.
- h. In addition to the above, any activity whose start or finish date has been specified elsewhere in the documents will reflect such specified date in the progress schedule.
2. Schedule Submittal Requirements
 - a. The Contractor will submit all Schedules in hard copy and editable electronic format as specified in Section 10.02.1(a).
 - b. Upon receipt of the Target Schedule, the Commission will review the Target Schedule for conformance with the Contract Documents and degree of detail. Within ten (10) Days after receipt of the Target Schedule and supporting documents, the Commission will either: (1) approve the Schedule; (2) approve the Schedule as noted (AAN); or (3) disapprove the Schedule with the reasons set forth. If the Schedule is approved as noted or is disapproved, the Contractor must submit a revised Schedule addressing specific comments within seven (7) days.
 - c. The Target Schedule must have the same duration for the performance of Work as stated in Book 1.
 - d. Failure by the Contractor to provide the Target Schedule or monthly updated schedules within the required time period may be deemed an event of default by the Executive Director.
 3. Submittal, Acceptance, and Contractor's Responsibility for the Schedule
 - a. Prior to submitting any Schedule to the Commission Representative, the Contractor will review and verify the procurement lead time for the fabrication and delivery of all construction materials and equipment along with the erection and/or installation duration for all the construction activities that make up the critical path of the Project.
 - b. The Contractor will coordinate its letting of subcontracts, material purchases, shop drawing submissions, delivery of material and sequence of operations to conform to the Schedule and will furnish proof of same as may be required by written notification from the Commission.
 - c. The Commission's approval of any Schedule is done for the sole purpose of insuring that all CPM scheduling documents prepared by the Contractor conform to the Contract requirements. This approval does not relieve the Contractor of its sole responsibility for the means, methods, procedures, and sequence of the construction process, nor does it provide any entitlement to additional funds.

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4. Updating

a. Target Schedule

- (1) The Contractor shall not make any changes to the original duration, activity relationships, constraints, costs, add or delete activities, or alter the Target Schedule's logic ties. Contractor shall indicate progress on the Target Schedule on a monthly basis by updating the Target Schedule with the information in items (i) through (iv) of Paragraph 10.02.4.b(1).

b. Contemporaneous Schedule

- (1) The Contractor will also update the Schedule on a separate and distinct version or copy of the Target Schedule on a monthly basis for submittal with the monthly pay estimate. This separate and distinct schedule shall be designated the Contemporaneous Schedule. The Contemporaneous Schedule shall be created upon approval of the Target Schedule as an exact duplicate of the Target Schedule in a separate electronic file designated the Contemporaneous Schedule. The Contemporaneous Schedule shall be used to track the progress of the work by updating the following information in the electronic file on a periodic basis (at a minimum, updates to the Contemporaneous Schedule shall occur each week):

- (i) Actual start dates
- (ii) Actual finish dates
- (iii) Activity percent completion
- (iv) Remaining duration of activities in progress
- (v) Identified or highlighted critical activities

- (2) The Contemporaneous Schedule shall be updated with progress information for purposes of the Commission and Contractor's review and tracking of progress of the Work and to identify any critical activities or potential schedule slippage on a timely basis. Any changes to activity durations, relationships, costs, or logic shall be shown only on the Contemporaneous Schedule and shall be accompanied by a suitable written narrative report describing all changes made to the Contemporaneous Schedule and the reason for making any such changes (e.g. re-sequencing to accommodate delays within Contractor's control, shortening durations by adding crews or manpower to recover time lost due to activities within the Contractor's control).

- c. The Contractor will submit monthly updates of the Contemporaneous Schedule and the Target Schedule in number, form and format acceptable to the Commission Representative.

- d. As part of the normal monthly Schedule update, the Contractor will prepare a written narrative report, highlighting the progress during the past update period. The written narrative report will include but not necessarily be limited to the following information:

Summary of Work accomplished during the past update period
Contract Milestone comparison Chart
Analysis of Critical Path(s)
Analysis of time lost/gained during the update period
Identification of problem areas
Recommended solutions to current problems

- e. Upon receipt of the Target Schedule update and the Contemporaneous Schedule update, the
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Commission Representative will review the Schedule update and narrative for conformance with the Contract Documents and degree of detail. The Commission Representative, within seven (7) days after receipt of the Schedule update and supporting documentation, will approve or reject any such schedule update with written comments. If any Schedule update is rejected, the Contractor must submit a revised schedule update within five (5) days after the date of rejection.

f. The Contractor is required to attend a monthly Schedule update review meeting with the Commission Representative. The purpose of this meeting is to review past progress, current status, problem areas and future progress. The Contractor's narrative report will be reviewed at this meeting. The Contractor's representatives attending this meeting will have the authority to commit manpower and/or other resources to correct any negative impact to the Schedule as indicated on the Contemporaneous Schedule.

g. Three Week Look-Ahead Schedule

(1) The Contractor shall also provide weekly schedule updates and participate in a weekly schedule review (which may occur as part of the weekly progress meeting) to review the 3-Week Look-Ahead Schedule. The 3-Week Look-Ahead Schedule shall be a time-scaled logic diagram that may be generated directly from the current Contemporaneous Schedule and provided as an electronic file in its native software format or it may be generated by another method approved by the Commission Representative, provided that the activities, durations and logic correspond directly to the activities, durations and logic in the current Contemporaneous Schedule. Activities on the 3-week Look Ahead Schedule shall include an activity ID and description (relatable to the Activity ID and description used in the Target Schedule), original duration, remaining duration, free float, total float and other information on current activities as may be requested by the Commission Representative. The timeline for the 3-week Look-Ahead shall be the previous week's actual activities and the forecast activities for the upcoming two (2) weeks. The weekly Schedule Update review shall include a review of the status of any potential delays, change modifications, delays or requested revisions to the schedule.

h. Any possible means of shortening the Schedule at no additional cost must be brought to the attention of the Commission.

i. The Progress reported in the Contemporaneous Schedule update shall be applied against the cost loaded Target Schedule to determine the earned value available for payment. The Target Schedule must accurately reflect the Project's current status and the cumulative Earned Value of the summary level elements. The earned value available for payment may be decreased or increased as deemed necessary by the Commission Representative to accurately reflect actual work in place on the Project.

j. The Target Schedule, as may be updated from time to time, will be used as a guide for verifying estimates of Work completed for which payment is requested and must accurately represent the Project's current status at the Summary Elements. Detailed activities that are subordinate to Summary Elements may be re-sequenced within the Summary Element and reflected as such on the Contemporaneous Schedule.

5. Changes to the Schedule

a. Updates to the Contemporaneous Schedule to reflect actual progress made through the data date of a Schedule Update or revisions to detailed activity durations or sequence that do not affect Project Schedule Milestones and are reflected only on the Contemporaneous Schedule

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shall not be considered revisions to the Target Schedule.

- b. If the Contractor proposes to make any changes in the Target Schedule, Contractor will notify the Commission Representative in writing, stating the reasons for the change, identifying each changed activity (including duration and interrelationships between activities) and providing a fragment of the proposed schedule change drawn from the Contemporaneous Schedule in editable electronic format. However, such revisions or revised schedule shall not change or modify the Project Milestones or Project Duration set forth in the Target Schedule or Book 1.
- c. The Commission has the authority to approve or disapprove the proposed change in the Target Schedule and will do so in writing within seven (7) days after receipt of the Contractor's submission. If the Commission approves the change in the Target Schedule the changed schedule incorporating the approved fragment or the approved Contemporaneous Schedule will be designated the new "Target Schedule." All subsequent monthly updates will be plotted against the new "Target Schedule."
- d. If it appears that the Target Schedule no longer represents the actual prosecution and progress of the Work at the Summary Element Level, the Commission Representative may request, and the Contractor shall submit within seven (7) days of the request, a revision to or revised Target Schedule along with a statement agreeing with the proposed change or setting forth Contractor's justification for not incorporating said revision. However, such revisions or revised schedule shall not change or modify the Project Milestones or Project Duration set forth in the Target Schedule or Book 1. The Commission Representative shall review and approve or disapprove Contractor's revision or revised Target Schedule within seven (7) days of receipt. Upon approval, the revision to the Target Schedule or revised Target Schedule shall be designated the new Target Schedule.
- e. The Commission reserves the right to request a proposal from the Contractor to accelerate or compress the schedule in lieu of granting a Time Extension request in order to maintain the Contract Substantial Completion Date or original project duration (Acceleration Proposal). The Commission shall make any such Acceleration Proposal request in writing within five (5) days of receipt of the Contractor's Time Extension Request. Contractor shall provide the Acceleration Proposal within five (5) days of the Commission's request and the Commission shall have ten (10) days from the receipt of the Acceleration Proposal to advise Contractor of its recommendation regarding the Acceleration Proposal and Time Extension Request. Contractor's Acceleration Proposal shall include a detailed cost estimate and description of its proposed methodology for accelerating the schedule. If the Commission elects to proceed with the Contractor's Acceleration Proposal, the Commission shall issue a Change Order incorporating the Acceleration Proposal and any change to the Contract Amount pursuant to Article 17.

6. Recovery Schedule

- a. The Contractor must maintain an adequate work force and the necessary materials, supplies and equipment to meet the Target Schedule. If the Contractor, in the judgment of the Commission, is failing to meet the Target Schedule, including any Contract milestones, the Contractor, upon the written request of the Commission Representative, shall submit a recovery schedule.
- b. The recovery schedule will set forth a plan to eliminate the schedule slippage (negative float). The plan must be specific to show the methods to achieve the recovery of time, i.e. increasing manpower, working overtime, weekend work, employing multiple shifts. All costs associated

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with implementing the recovery schedule will be borne by the Contractor.

- c. Upon receipt of the recovery schedule, the Commission Representative will review the recovery schedule for conformance with the Contract Documents and degree of detail. The Commission will approve the recovery schedule or reject it with written comments within seven (7) days of receipt. If the detailed CPM recovery schedule is rejected, the Contractor must submit a revised CPM recovery schedule within five (5) days of the date of rejection.
- d. If the Contractor refuses to follow the direction of the Commission, the Commission reserves the right, after serving seven (7) days written notice to the Contractor, to procure the materials, equipment and labor to proceed with or to complete the Work or any portion of it and charge the cost to the Contractor. The Commission's rights under this provision are cumulative to rights under any other provisions of the Contract including the Commission's rights to terminate for default or convenience.

7. Schedule Changes Directed by the Commission

- a. The Commission Representative may direct the Contractor to revise the Target Schedule. Reasons for such direction may include, but are not limited to, the following: (1) changes in the Work; (2) re-phasing of the Project or any phase; (3) a change in the duration of the Project or phase; or (4) acceleration of the Project or phase.
- b. The Commission Representative will direct the Contractor to provide a revised Target Schedule in writing.
- c. The Contractor will provide the revised Target Schedule within ten (10) Days of receipt of the Commission's written direction, which revisions to the Target Schedule may be submitted as fragment portions of the Schedule which, upon approval and incorporation into the Target Schedule will satisfy the Commission's direction to revise the Schedule. Contractor shall also submit a written description of the schedule changes necessitated by the Commission's request and a detailed explanation of any cost impacts to effectuate the requested Schedule changes.
- d. The Commission has the authority, in its sole discretion, to approve or reject the Contractor's proposed revised Target Schedule and will do so in writing within seven (7) days after receipt of the Contractor's submission. If the Commission Representative approves the revised Target Schedule, the Commission will initiate a Change Order, pursuant to which such revised Target Schedule will be designated the new Target Schedule and adjustment to the Contract Price (if any) to adjust the Project Schedule to achieve the Commission required schedule modifications.

SECTION 10.03 No Damages For Delay, Compensable Delays, Non-Compensable Delays, Notice of Delay, Excusable Delays, Delays Which Do Not Provide Entitlement for Time Extensions, Procedures for Time Extension Requests

1. No Damages for Delay

Should the Contractor be delayed in the commencement, prosecution or completion of the Work by any act of the Commission, including but not limited to a delay, change, addition, deletion or modification in the Work or any omission, neglect or default of the Commission, or by order of the Executive Director, or the Commission's Representative, or by any cause beyond the Contractor's control, none of which are due to any fault, neglect, act or omission on Contractor's part, then the Contractor shall be entitled to a Change Order modifying the Construction Schedule, Contractual Milestone Dates, or Substantial Completion Date(s) for the performance of the Work. Such Change Order shall release and discharge the Commission, its employees and representatives

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from any and all claims for damages of whatever character, including but not limited to, disruption, changes in sequence, interference, inefficiency, field or home office costs claimed by the Contractor on account of the aforesaid or any other causes of delay. Section 10.03.2 Compensable Delays provides an exception to the No Damages for Delay provision.

2. Compensable Delays

Payment for Compensable Delays will only be made by the Commission after thirty (30) cumulative days have been granted as time extensions which were caused by Excusable Delays as set out in Section 10.03.3 below.

In the event that the time for performance of the Work is extended or the Date of Substantial Completion is delayed due to an event defined as an "Excusable Delay" pursuant to Section 10.03.3 below, other than for Suspensions under Section 19.07 Suspension of Work, the Commission will pay for the Contractor's costs listed below, provided: (1) the delay or change was not caused wholly or partly due to any fault, negligent act, failure to act, error, omission, or breach of a material term of the Contract by the Contractor; and (2) the Contractor did not cause a concurrent delay. The costs that will be paid are: extended field staff time for the prosecution of the Work, labor inefficiency, idle time for equipment (provided that Contractor proves that it took reasonable steps to mitigate damages regarding the idle equipment), relocation or storage of material (on or off site), winter protection costs (if applicable) and the cost of re-sequencing the work. The Contractor shall submit documentation satisfactory to the Commission Representative demonstrating costs incurred as a result of the Excusable Delay as part of its Time Extension Request and Time Impact Analysis pursuant to Section 10.03.5 below. Compensation for delays due to Section 10.03.3.a.2 shall be limited to escalated material and labor costs only.

The Contractor shall not be entitled to compensation for costs not specifically provided for in the above paragraph, including, without limitation: loss of anticipated profit; any consequential delays (including loss of bonding capacity, loss of bidding opportunities, insolvency or business interruption); any indirect costs; attorneys fees, claims preparation costs or business interruption.

3. Delays Providing Entitlement to Time Extensions (Excusable Delays)

a. To the extent that any of the following events results in an actual delay to critical path activities and progress of the Work, such delay shall, subject to Contractor's compliance with this Section 10.03, provide entitlement to a time extension and constitute an "Excusable Delay":

- (1) Acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, labor strikes at the job site, or freight embargoes, provided that the listed causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes;
- (2) Acts (including delays in acting or failure to act) of the State, City or other governmental or regulatory authority, including, without limitation, restraining orders or injunctions requiring that the Work be stopped, delays in permit issuance or occupancy inspection, that are not the result of any fault or negligence of the Contractor or any of its Subcontractors;
- (3) Adverse weather delay days due to adverse weather conditions that when measured monthly are more than 25% more severe than the monthly averages for temperature or precipitation for Chicago (as determined by the National Weather Service), provided that actual adverse weather delays prevent work on critical path activities for more than 4 hours of a scheduled work day or cause a decrease in the field labor workforce hours on critical path activities of more than 70% on a scheduled work day;
- (4) Delays due to actions of the Commission or the Commission's other contractors or consultants (not including suspension of the Work).

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Notwithstanding the foregoing, or any other provisions herein, Contractor will take all reasonable measures to protect its Work and to minimize the impact of climatic conditions on the progress of the Work.

4. Delays Which Do Not Qualify For Time Extensions (Non-Excusable Delays)

No extension of time will be granted under this section for any delay: (1) if the delay was caused by the action and/or inaction of the Contractor, including, but not limited to, the fault or negligence of the Contractor or any of its Subcontractors; or (2) for which any remedies are provided for or excluded by any other provision of the Contract. The Executive Director's permitting the Contractor to proceed with its Work, or any part thereof, after such extension will in no way operate as a waiver of any other rights on the part of the Commission.

5. Procedure For Time Extension Requests

- a. No time extensions will be allowed unless they are set forth in a Change Order which has been approved and executed by the Commission.
- b. The Contractor expressly consents to both the time requirements and notice content requirements for requesting an extension of time set forth in this Section 10.03.5. The Contractor acknowledges that the notice requirements set forth in this section 10.03.5 shall be strictly enforced and agrees that any failure on the part of the Contractor to provide notice strictly in accordance with the requirements of this Section 10.03.5 shall constitute a waiver of the Contractor's right to seek an extension of time or to file a dispute to the Executive Director under Section 17. The Contractor further understands and agrees that, notwithstanding any case law decision to the contrary, the notice requirements of this Section 10.03.5 shall not be subject to or diminished by any claim on the part of the Contractor that the Commission or any person acting on behalf of the Commission had actual or constructive knowledge of any request for extension of time, entitlements to an extension of time or any facts or circumstances supporting an extension of time. The Contractor further acknowledges that the time requirements and content requirements of Section 10.03.5 have the purpose, among others, of allowing the Commission Representative and Commission to evaluate the time extension request contemporaneously with the event that has been claimed to cause the delay.
- c. In order to request a Time Extension, a "Notice of Delay" or "Commencement of Delay" notice must be provided in writing to the Commission Representative, no more than five (5) calendar days after the commencement of the delay, otherwise the claim for the time extension is waived. A "Notice of Delay" shall be provided for a delay event that commenced and terminated within the five (5) day notice period and shall indicate the date of commencement of the delay and the date on which the delay terminated and shall include a brief description of the delaying event. A "Commencement of Delay" notice shall be provided for an event of delay that continues beyond the five (5) day period for providing notice.
- d. If the cause of the delay continues for more than five (5) calendar days after the start of the delay, a "Termination of Delay" notice must be provided in writing, to the Commission Representative along with the "Request for Time Extension" within ten (10) calendar days after the termination of the delay.
- e. The Contractor must submit its "Request for Time Extension" in writing to the Commission Representative within ten (10) calendar days after the termination of the delay. The "Request for Time Extension shall:

1. State the cause of the delay, identifying the type of Excusable Delay; state the facts
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2. giving rise to the delay; and state the number of days requested.
2. Specifically demonstrate the negative impact of the delay on the critical path of the Target Schedule by submitting a complete Time Impact Analysis (TIA) which shall include a fragmentary critical path network (Fragnet) that accounts for any float on the project and illustrates the impact of the alleged delay on the Target Schedule.
- f. The Commission Representative shall advise the Contractor of its recommendation regarding the Time Extension request, in writing, within ten (10) days of receipt. If the Contractor and Commission Representative agree on the Time Extension to be granted, a Change Order will be signed stating the Time Extension to be provided and any change to the Contract Amount. The Contractor must make a Dispute to the Executive Director, as required by Article 18, regarding any Time Extension request to which the Commission Representative and Contractor do not agree, as limited by Section 10.03.5.h.
- g. The Executive Director may: 1) recommend that the entire Time Extension be granted; 2) recommend that a portion of the Time Extension be granted; or 3) deny the Time Extension. The Executive Director will provide the Contractor a final decision in writing within fifteen (15) days of receipt of the Time Extension request from the Commission Representative, or such additional time as the Executive Director requires, but not to exceed ten (10) additional days.
- h. The Contractor may not dispute the decision of the Commission Representative unless the Time Extension request exceeds five (5) calendar days or the liquidated damages exceed \$10,000. The decision of the Executive Director is final for each Time Extension request of less than five (5) days, or if the liquidated damages assessed are less than \$10,000.

Section 10.04 Liquidated Damages

If Contractor fails to complete the Work according to the Target Schedule, and if Book 1 provides for liquidated damages, then such liquidated damages, shall be assessed. The Commission will recover liquidated damages by deducting the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys due or that may become due are insufficient to cover said damages, then the Contractor will pay the amount due.

These liquidated damages are for Contractor's delay only, and nothing contained in this Contract limits the right of the Commission to recover from the Contractor any damages, costs and expenses sustained by the Commission due to Contractor's other improper performance hereunder, repudiation of the Contract by the Contractor, Contractor's other failure to perform, or Contractor's other breaches in any other respect, including but not limited to defective workmanship or materials.

Section 10.05 Completion of Punch List

1. It is also understood and agreed that TIME IS OF THE ESSENCE IN CLOSING OUT THE WORK. The Contractor agrees to begin performance immediately after receipt of notice of the Punch List Work.
2. The period to complete Punch List Work will be determined in the sole discretion of the Commission Representative. The time period for completion of the Punch List Work begins the day after the Punch List is provided to the Contractor. The Commission Representative may extend the period to complete Punch List Work for specific Work which requires the receipt of long lead-time materials. However, all other Punch List Work must be completed as required by this Section 10.05.

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- a. Unless otherwise directed by the Commission Representative, failure of the Contractor or its Subcontractors to begin the Punch List Work prior to the expiration of three (3) days after receipt of the Punch List will be construed as failure to prosecute the Work of the Contract.
- b. It is further understood and agreed that the Punch List Work will be continuously prosecuted once begun. Therefore, any gap of three (3) days during which Punch List Work is not being performed on the job site will also be construed as failure to prosecute the Work of the Contract.

Section 10.06 Notice of Labor Disputes

Whenever the Contractor has knowledge that any actual or potential labor disputes is delaying or threatens to delay the timely performance of this Contract, the Contractor must immediately give notice to the Commission Representative in accordance with the Notice provision and must include all available information with respect thereto to the Commission.

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SECTION THREE- Contract Insurance Requirements (Revised, dated Feb 19, 2010)

Contract #1505

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose.

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of Kotecki endorsement specifically insuring the Contractor's obligations pursuant to the waiver of its Kotecki rights

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), flood, explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission, User Agency and property owner designated in the scope of work must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work including the two (2) years completed operations period.

Subcontractors performing work for Contractor must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, User Agency and property owner designated in the scope of work (if applicable) are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein.

Contractors Pollution Liability

Contractor's pollution is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. Policy must pay for claims for bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services, contractors operation, and completed operations. Coverage must be maintained for two (2) years after substantial completion. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public

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Building Commission of Chicago, User Agency and property owner (if applicable) are to be named as additional insureds on a primary, non-contributory basis.

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

5) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission of Chicago and User Agency are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Public Building Commission, User Agency and Property Owner property at full replacement cost. The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Contractor.

7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

B. ADDITIONAL REQUIREMENTS

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

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ARTICLE 20. ENVIRONMENTAL REQUIREMENTS

Section 20.01 Compliance with Environmental Laws

6. The Contractor must comply with all environmental laws including, without limitation, those listed in the Disclosure Affidavit that must be executed and notarized by the Contractor, and any analogous future local, state, or federal ordinance or statute, rule, or regulation promulgated under or pursuant to the foregoing, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order, or directive which regulates, relates to, imposes liability for, or establishes standards of conduct concerning any Hazardous Materials that may be set forth by the Federal government, any state or any political subdivision thereof, or any agency, court, or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions (collectively, "Environmental Laws").
7. If the Contractor is required, pursuant to any Environment Laws, to file any notice or report of a release or threatened release of Hazardous Materials or wastes on or about any premises used by Contractor to perform the Work required hereunder, the Contractor must provide a copy of such report or notice to the Commission Representative. If a release or threatened release of Hazardous Materials or waste into the environment occurs, or if any claim, demand, action or notice is made against the Contractor regarding the Contractor's failure or alleged failure to comply with any Environmental Law, the Contractor must notify the Commission Representative within twenty-four hours and provide a written report describing the details of the incident.
8. If the Contractor fails to comply with any Environmental Law, the Commission may terminate this Contract in accordance with the default provisions of this Contract, which may adversely affect Contractor's eligibility for future contract awards.

Section 20.02 Environmental Permits

1. The Contractor must show evidence and keep current throughout the term of this Contract, all environmental permits including but not limited to: underground storage tank removal, waste hauling, disposal permits and insurance certificates required by Federal, State, City, or other local governmental body or agency pursuant to any Environmental Law.
2. When requested by the Commission Representative, the Contractor must submit copies of all environmental permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Commission Representative throughout the duration of this Contract. Noncompliance with this requirement may be cause for rejection of the bid and/or termination of this Contract.
3. Environmental Records and Reports: The Contractor is required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including, but not limited to the following:
 - a. Vehicle maintenance records.
 - b. Safety and accident reports.
 - c. IEPA or OSHA documentation.
 - d. Disposal records, including disposal site used, date, truck number and disposal weight.
 - e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.
 - f. Waste manifests.
 - g. Notifications.
 - h. Licensing.

Section 20.03 Energy Conservation Ordinance

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Whenever the Contractor is required to build new building(s) or structures; construct additions or make alterations to existing buildings; install systems such as mechanical, service water-heating, electrical distribution, and illumination; or install other equipment, it will be required to comply with Chapter 18-13 of the Municipal Code of Chicago, as well as any other pertinent Environmental Laws.

Section 20.04 Environmental Control

In performing the Work, the Contractor must comply with all Federal, State, and local statutes, ordinances, and directives with respect to the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations. Attention must be given to reduce the noise of heavy construction equipment and to the control of dust, smoke, and fumes from construction equipment and other operations on the Site, and the dirt and noise created by heavy truck operations over City streets in accordance with ordinances of the City and orders of the Commission. The discharge of Hazardous Materials into waterways and City sewers must not occur.

Section 20.05 Equipment and Environmental Control during Transport

The Contractor must haul materials, construction debris, soil, and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil and other wastes will be designed to prevent spillage during the hauling operation. The Contractor's equipment must fully comply with all City, State, and Federal regulations, laws, and ordinances pertaining to size, load, weight, safety, and any Environmental Law.

Section 20.06 Disposal of Materials, Construction Debris, Soil, and Waste

1. The Contractor is responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a Subcontractor does not relieve the Contractor from responsibility for proper disposal. Disposal of all materials, construction debris, soil, and other wastes must be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. The Contractor will identify the disposal site(s) or transfer station(s) to which it has contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained. All of Contractor's personnel shall be trained in the proper handling of the materials that are found. No materials shall be disposed of at that said disposal site/transfer station without pre-approval of the Commission.
2. The Contractor must provide the Commission or its designated representative with copies of all load tickets, manifests, bills of lading, scale tickets, and other pertinent documents. When requested by the Commission Representative, the Contractor will provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. If the transfer station and/or landfill proposed for use by the Contractor does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, the Contractor will replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the Commission. If the Contractor disposes of materials, construction debris, soil or other wastes at a site which is not properly permitted, the Contractor will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.
3. The Contractor must notify the Commission Representative within 24 hours of receipt of any environmental complaints, fines, citations, violations, or notices of violation ("Claim") by any governmental body or regulatory agency against the Contractor by any third party relating to the loading, hauling, or disposal of materials, construction debris, soil, or other wastes. The Contractor will provide evidence to the Commission that any such Claim has been addressed to satisfaction of the issuer or initiator of such Claim.

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4. The Contractor must notify the Commission Representative of any community meeting, media involvement, or media coverage related to the environmental work conducted under this Contract in which the Contractor is asked to participate.
5. The Contractor must verify, in writing, whenever requested by the Commission, that all materials, construction debris, and other waste accepted by the Contractor from the Commission has been disposed of in compliance with all Environmental Laws.
6. The form for identifying the Contractor's debris disposal/hauling site(s) and acknowledging terms and conditions relating thereto which has been executed by the Contractor may be attached to this Contract and incorporated by reference, as appropriate. In addition to the representations and requirements contained in the form, the Contractor understands and agrees that the Contractor, unless otherwise authorized in writing by the Commission, must not continue to use a disposal/hauling site identified in the form that (i) has been cited as being in violation of any Environmental Law, regulation, or any City ordinance; or (ii) does not have a necessary permit. If only one site was identified in the form, the Contractor must arrange for a substitute disposal/hauling site that meets the requirements specified in the form and provide a revised form to the Commission. The Contractor further understands and agrees that any such substitution is at no additional cost to the Commission, regardless of the reason necessitating such substitution.

Section 20.07 Open Dumping Prohibited

1. The removal of all recyclable materials and garbage, refuse, or other waste material, including but not limited to broken concrete, bricks, rocks, paving asphalt, and incidental debris generated from all construction or demolition activities performed under this Contract, must be transported to a facility that is zoned and permitted to accept such material pursuant to Section 11-4 of the City of Chicago Municipal Code and all applicable local, state, and federal regulations.
2. Bills of Lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material must be retained by the Contractor and made available to the Commission upon request.

Section 20.08 LEED Certification and Requirements

1. The Contractor must assist the PBC to achieve the Leadership in Energy and Environmental Design (LEED) Certification level required for this project. The LEED Scorecard (Registered Project Checklist) identifying the LEED version and level, as well as prerequisites and credits to be achieved will be defined for each Work Order. The Contractor must implement construction of the Project and provide documentation, in accordance with the requirements of the LEED version promulgated by the US Green Building Council indicated in Book 2A, so that the Commission can achieve the LEED rating specified in each Work Order.
2. The Contractor must have a LEED Accredited Professional (LEED AP) assist the Contractor in fulfilling all LEED required tasks. The LEED AP is subject to the approval by the Commission, and must have had LEED experience in projects of a similar size and complexity, in order to be approved by the Commission.
3. Regarding commissioning of the Project systems, the Contractor must provide the appropriate labor to operate, adjust, and observe the systems, as directed by the Commissioning Authority to ensure that all the LEED requirements for commissioning of the heating ventilation and air conditioning systems and the electrical systems and other systems to be commissioned as identified in the Technical Specifications are met.
4. The Contractor must make all required LEED submittals to the Commission Representative. The format and number of submittals must be approved by the Commission.

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5. The Contractor must take the actions listed below, regarding LEED, within the time periods specified.
 - a. Contractor LEED AP qualifications must be submitted with key personnel or within fifteen (15) calendar days of the Work Order Notice to Proceed (NTP).
 - b. Erosion and Sedimentation Control Plan must be submitted at the Work Order preconstruction meeting. The Contractor must implement the approved Plan prior to start of work on the Project site. The Contractor may be required to incorporate or maintain an existing Plan from a previous phase of the work.
 - c. Construction Waste Management Plan must be submitted at the Work Order preconstruction meeting. The Construction Waste Management Coordinator must be identified and the approved plan be completed prior to the start of construction.
 - d. Materials and Resources Plan must be submitted at the Work Order preconstruction meeting. Source, and track regional sourcing and recycled content to support Commission LEED goals. Identify materials to contribute to LEED goals and provide backup to support with the submittal.
 - e. Volatile Organic Compounds Plan must be submitted within thirty (30) days of NTP
 - f. Construction Indoor Air Quality Plan must be submitted within thirty (30) days of NTP.
6. Provide Plans, Submittals, tracking for LEED purposes, form subject to Commission approval, to ensure Record Documents include LEED closeout package per Book 2A, section 01025. For work longer than 6 weeks in duration, interim LEED reporting may be required.
7. Other requirements of the Contract Documents regarding LEED are found in various provisions in Book 2A and the Work Order.

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