

82

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City/State/Zip: Northlake, IL 60164  
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Fax Number: 708-562-1965

**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:  
PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS**

**CONTRACT NO. 1505C**

**JOB ORDER CONTRACT**

**ABATEMENT AND DEMOLITION, SITE PREPARATION AND SITE DEVELOPMENT**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Richard M. Daley  
Chairman**

**Erin Lavin Cabonargi  
Executive Director**

**Room 200  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)**

*Any Contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents"; Book 2 "Standard Terms and Conditions for Construction Contract With Community Hiring Requirements"; Book 2A "Standard Terms and Conditions Procedures Manual"; Book 3 "The Construction Task Catalog"; Book 4 "Technical Specifications".*

**Issued for Bid January 2010**

**August 2009 (Rev. 1)**



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1505

**TABLE OF CONTENTS**

DOCUMENT SUBMITTAL CHECKLIST .....	1
<b>SECTION ONE - PROJECT INFORMATION .....</b>	<b>3</b>
1. INTRODUCTION.....	3
2. GENERAL PROJECT INFORMATION.....	3
3. CONTRACT PERFORMANCE PERIOD .....	5
4. CONTRACT AMOUNT .....	5
5. CONTRACT DOCUMENTS.....	5
6. BID PRICING .....	5
7. CONTRACT AWARD.....	6
8. ASSIGNMENT OF WORK.....	8
9. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED.....	8
10. NOTICES .....	8
11. LIQUIDATED DAMAGES .....	8
12. LICENSING.....	9
13. PREVAILING WAGE RATES .....	9
<b>SECTION TWO - INSTRUCTIONS TO BIDDERS .....</b>	<b>11</b>
1. EXAMINATION OF DOCUMENTS BY BIDDER .....	11
2. INTERPRETATIONS OF ADDENDA.....	11
3. INSPECTION OF SITE (INTENTIONALLY DELETED).....	11
4. PRE-QUALIFICATION OF BIDDERS.....	11
5. EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER.....	11
6. PREPARATION OF BID .....	12
7. BID DEPOSIT .....	12
8. BIDDER'S EXECUTION OF BID .....	13
9. BASIS OF AWARD (AWARD CRITERIA) .....	13
10. AFFIDAVIT OF NON-COLLUSION.....	13
11. MBE AND WBE COMMITMENTS .....	13
12. LOCAL BUSINESS SUBCONTRACTING PARTICIPATION AND COMMUNITY HIRING.....	13
13. AFFIDAVIT OF UNCOMPLETED WORK.....	14
14. BIDDER'S FINANCIAL STATEMENT.....	14
15. DISCLOSURE AFFIDAVIT .....	14
16. STATEMENT OF BIDDER'S QUALIFICATIONS .....	14
17. DISCLOSURE OF RETAINED PARTIES.....	15
18. SUBMISSION OF BID .....	15
19. WITHDRAWAL OF BIDS BEFORE BID OPENING .....	15
20. OPENING OF BIDS .....	15
21. EVALUATION OF BIDS.....	15
22. AWARD OF CONTRACT; REJECTION OF BIDS (SEE ARTICLE 8, SECTION ONE - PROJECT INFORMATION).....	15
23. PERFORMANCE AND PAYMENT BOND AND INSURANCE .....	15
24. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS ..	17
25. PROTESTS.....	17
26. AWARD OF THE CONTRACT; REJECTION OF BIDS .....	17
<b>SECTION THREE - CONTRACT INSURANCE REQUIREMENTS .....</b>	<b>19</b>
<b>SECTION FOUR - ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE RATES .....</b>	<b>23</b>



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

<b>SECTION FIVE - PROPOSAL AND EXECUTION DOCUMENTS.....</b>	<b>31</b>
BID FORM 1 - SCHEDULE OF PRICES .....	33
BID FORM 2 - AWARD CRITERIA CALCULATION .....	37
ACCEPTANCE OF THE BID .....	45
PROPOSAL TO BE EXECUTED BY A CORPORATION.....	47
 <b>SECTION SIX - ADDITIONAL DOCUMENTS TO BE EXECUTED</b>	
<b>AND SUBMITTED WITH THE BID .....</b>	<b>49</b>
BID FORM A: AFFIDAVIT OF UNCOMPLETED WORK.....	49
BID FORM B: AFFIDAVIT OF NON-COLLUSION.....	53
BID FORM C: DISCLOSURE OF RETAINED PARTIES.....	55
BID FORM D: SCHEDULE B - JOINT VENTURE AFFIDAVIT .....	57
BID FORM E: BID GUARANTEE.....	61
 <b>SECTION SEVEN - DOCUMENTS TO BE ON FILE WITH THE</b>	
<b>COMMISSION AT THE TIME OF BIDDING .....</b>	<b>65</b>
STATEMENT OF BIDDER'S QUALIFICATIONS.....	65
DISCLOSURE AFFIDAVIT .....	67
FINANCIAL STATEMENT (TO BE INSERTED BY THE BIDDER) .....	77
 <b>SECTION EIGHT - EXHIBITS.....</b>	<b>79</b>
SCHEDULE C - LETTER OF INTENT FROM MBE/WBE .....	79
SCHEDULE D - AFFIDAVIT OF GENERAL CONTRACTOR	
REGARDING MBE/WBE PARTICIPATION.....	81
SCHEDULE E - REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION .....	83
PERFORMANCE AND PAYMENT BOND SPECIMEN.....	85



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1505

DOCUMENT SUBMITTAL CHECKLIST

Two originals of the following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. ☒ Bid Form 1 and Bid Form 2 (Section Five)
2. ☒ Acceptance of the Bid (Section Five)
3. ☒ Proposal to be Executed by a Corporation (Section Five)
4. ☒ Affidavit of Uncompleted Work (Section Six)
5. ☒ Affidavit of Non-Collusion (Section Six)
6. ☒ Disclosure of Retained Parties (Section Six)
7. ☒ N/A Schedule B – Affidavit of Joint Venture (if applicable) (Section Six)
8. ☒ Bid Guarantee (To Be Inserted By the Bidder) (Section Six)

Current versions of the following documents must be on file with the Commission at the time of bid opening:

1. ☒ Statement of Bidder's Qualifications (Section Seven)
2. ☒ Disclosure Affidavit (Section Seven (see Book 1 Article 15 and Book 2, Section 21.13))
3. ☒ Financial Statement (Book 1, Section Two, Article 14)



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
CONTRACT NO.1505

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**SECTION ONE - PROJECT INFORMATION**

**1. INTRODUCTION**

- A. Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction and renovation of public buildings in the City of Chicago, and to oversee the construction and renovation of those public buildings until they are turned over to the user agency that will own and operate each facility.
- B. Book 1, which along with Book 2, Book 2A, Book 3 and Book 4 comprise the PBC's Job Order Contract for Abatement and Demolition, Site Preparation and Site Development contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 2A is the Standard Terms and Conditions Procedures Manual. Book 3 is the Construction Task Catalog and Book 4 is the Technical Specifications. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to perform the individual Work Orders. Each of the Books, along with the drawings and any other documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

**2. GENERAL PROJECT INFORMATION**

- A. Bids will be received by the Public Building Commission of Chicago for the following Project in accordance with the Contract Documents set forth below:

**Job Order Contracting  
For  
Abatement and Demolition, Site Preparation and Site Development  
(Contract # 1505)**

**Bidders must be pre-qualified by the PBC to bid on this Project.**

**B. Scope of Work**

The Scope of Work under this Contract shall be set forth in individual Work Orders issued hereunder. Upon receipt of a Notice-to-Proceed, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as Commission furnished, needed perform the necessary work. See Book 2, Article 25, the JOC General Conditions, Section III for a complete description of the Scope of Work.

**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. The scope may also include site development including installation of utilities and landscaping, irrigation and minor concrete and asphalt construction. The Commission reserves the right to award other**



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO.1505**

Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the Work mentioned above.

The Commission's Job Order Contract (JOC) is a competitively bid, fixed-price indefinite-quantity contract with an estimated annual value and a not to exceed contract maximum value. The contract is for a base term of **12** months with the option for an additional **two one-year** terms. The contract includes a Construction Task Catalog® (CTC®) which is a collection of detailed construction tasks that have established unit prices. Interested bidders bid adjustment factors to be applied to the established unit prices.

The work under this contract may contribute to the Commission's efforts to achieve LEED certification. The JOC contractor is required to implement work and collect and provide the documentation required to support this effort.

- C. User Agency: **TBD for each Work Order**
- D. Commission's Representative's Name, Address, and Phone Number: **TBD for each Work Order**
- E. Architect's Name, Address, and Phone Number: **TBD for each Work Order**
- F. Commission's Project Manager: **TBD for each Work Order**
- G. Ward: **Various Wards**
- H. Do Bidders need to be Pre-Qualified? (see Section Two Article 4 "Pre-Qualification of Bidders" for details): **Yes**
- I. Request for Information (RFI): send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator via (fax) 312-744-3572 or (email) [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) prior to the bid opening date as early as possible to ensure that any questions can be answered.
- J. Documents Available from: Receptionist, Room 200 Public Building Commission of Chicago, 50 West Washington Street, Chicago, Illinois 60602.
- K. **Mandatory Pre-Bid Meeting Date, Time, and Location:** The mandatory Pre-Bid Meeting will be held on February 11, 2010 at 11:00 am in the 2nd Floor Board Room Richard J. Daley Center, 50 W. Washington, Chicago, IL 60602. It is the Bidder's responsibility to ensure that a representative of the firm attends and signs the attendance sheet. Bids will not be considered from Bidders who didn't attend the pre-bid meeting.
- L. Bid Opening Location, Date and Time: Bids will be publicly opened and read at in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 W. Washington, Chicago, IL 60602 on February 23, 2010 at 11:00 am.
- M. Performance and Payment Bond: **\$2,000,000.00**
- N. Amount of Bid Deposit: **\$25,000**
- O. Document Deposit: **No Cost (Limit two per Bidder)**
- P. For purposes of the project community hiring requirement (if applicable) and the community hiring bonus "Residents of the project community" shall mean persons domiciled within the area of the Work Order.
- Q. MBE/WBE Contract Goals: **24% MBE and 4% WBE**
- R. City of Chicago Residency Requirement = **50%**



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1505

**3. CONTRACT PERFORMANCE PERIOD**

- A. This Contract is effective for the term of **12 months** from the date of award of the Contract. The Commission shall have the option to extend the term for the Contract for **two additional one year terms**. Work ordered prior to but not completed by the expiration of the Contract period will be completed with all provisions of the Contract still in force.
- B. Performance time for each Work Order issued under this Contract will be determined by the Commission.
- C. The Commission is entitled to and expects full performance from the Contract award date. The Contractor shall commence any mobilization activities as soon as practical after Contract award, but before Work on individual Work Orders begins.

**4. CONTRACT AMOUNT**

- A. There is no minimum value of the Contract.
- B. The estimated value of the base term is **\$6,000,000.00**. The maximum value of the Contract is **\$18,000,000**.

**5. CONTRACT DOCUMENTS**

- A. The Contract Documents constituting component parts of this Contract are the following:
  - 1. Book 1: Project Information, Instructions and Execution Documents
  - 2. Book 2: Standard Terms and Conditions for Construction Contracts (Book 1 and Book 2 are bound together)
  - 3. Book 2A: Standard Terms and Conditions Procedures Manual (CD-ROM)
  - 4. Book 3: Construction Task Catalog® (CD-ROM)
  - 5. Book 4: JOC Technical Specifications and Standard Drawings (CD-ROM)

**6. BID PRICING**

- A. Each bidder must submit **three sets of Adjustment Factors plus an additional Adjustment Factor to be applied to work not included in the (CTC®)** in order to be considered responsive. Each set of Adjustment Factors includes one Adjustment Factor to be applied to work to be accomplished during Normal Working Hours and a second Adjustment Factor to be applied to work to be accomplished in Other than Normal Working Hours. **Adjustment Factors must be specified to the fourth decimal place.**
- B. For bid evaluation purposes, only, the following work distributions shall be used to determine the combined adjustment factor; for example, it is estimated that 50% of the total value spent on the contract will be on projects greater than \$1,000,000.



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

WORK ORDER VALUE	WORK ORDER DISTRIBUTION	NORMAL WORKING HOURS	OTHER THAN NORMAL WORKING HOURS
\$0 - \$300,000	10%	70%	30%
\$300,001 - \$1,000,000	30%	90%	10%
> \$1,000,001	50%	90%	10%
Non Pre-priced	10%		

- C. CTC® is priced at a net value of 1.0000. The bid shall be an increase to" (e.g., 1.1000 or decrease e.g., .9500) to the unit prices listed in the CTC®. Bidders who submit separate Adjustment Factors for separate line items will be considered non-responsive and their bid will be rejected.
- D. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 - 00-7 of Book Three - the CTC® for a complete explanation of what is included in the unit prices and what is not.
- E. Any revision by the Illinois Department of Labor to the applicable prevailing hourly rates of wages and any increases or decreases in the material prices during the Contract period shall not result in a revision of the unit price to be paid by the Commission for Work performed under the Contract.

**7. CONTRACT AWARD**

- A. Award will be made to the lowest responsive, responsible bidder(s). The lowest bid will be determined by the Award Criteria Figure, Section Five, herein.
- B. It is the current intention of the Commission to award one (1) or more Job Order Contract(s) under this solicitation. The Commission reserves the right to make additional awards under this solicitation for a period of 210 days after bid opening; if an unexpected increase in volume of work occurs which will exceed the capacity of the Contractor(s) to whom the Contract was awarded; or, if the Contractor(s) to whom the Contract was awarded fails to perform the Contract. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.
- C. If additional awards are made, the awards will be made in sequence beginning with the next lowest responsive, responsible Bidder.
- D. Unbalanced Bid: Bids that the Commission considers in its sole opinion to be materially unbalanced or not responsible will be rejected.
- E. Bidders must submit four (3) sets of adjustment factors plus **an additional Adjustment Factor to be applied to work not included in the (CTC®)**. Each set of Adjustment Factors includes one Adjustment Factor to be applied to work to be accomplished during Normal Working Hours and a second Adjustment Factor to be applied to work to be accomplished in Other than Normal Working Hours. Each factor must take into consideration all the direct costs and indirect costs of doing business with the Commission.



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No. 1505**

1. The first adjustment factor in each set is to be applied against the prices in the CTC® for work to be accomplished during normal working hours. **The Commission encourages Contractors to bid as competitively as possible, however the Commission reminds the Bidders that there is no opportunity during the course of the Contract to make up for an unrealistic low bid. The Bidder must first of all evaluate the Direct Cost Unit Prices contained in the CTC® against the Bidder's Direct Costs. Secondly, the Bidder must demonstrate to the satisfaction of the Commission that the Bidder's adjustment factors have taken into account all the costs associated with the project as outlined below and all other costs that the Bidder anticipates.**
  - a. The bidder must be aware that there are numerous business and construction related costs not included in the unit costs and must be considered in the adjustment factors. Following is a synopsis of some of these costs which are shown more completely and in more detail in Book 3 the Construction Task Catalog® pages 00-1 to 00-7.
    - (1) Business costs, including but not limited to:
      - (a) Overhead costs such as: home office overhead; insurance; bonds; training; management; supervision; project office staff; and mobilization.
      - (b) Profit
      - (c) Subcontractor's overhead and profit
      - (d) All taxes which are not waived
      - (e) The cost of fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.
    - (2) Construction related costs, including but not limited to:
      - (a) Services required to obtain filings and permits,
      - (b) Costs incurred to investigate work sites, develop work scopes, preparation and modification of proposals sketches, drawings, submittals, as-builts drawings and other records
      - (c) Engineering and architectural services other than those required for stamped drawings
      - (d) Construction vehicles
      - (e) The difference in cost of equipment ownership vs. equipment rental
      - (f) Personnel safety equipment
      - (g) Traffic barricades, flagmen, groundmen
      - (h) Protection of all surfaces during construction
      - (i) Daily clean-up and professional final project clean-up
      - (j) Difficult and extreme working conditions
      - (k) Environmental Consultant Services provided by the Contractor
      - (l) The LEED requirements associated with each Work Order and the cost of preparing LEED documentation
    - (3) Price variations.
      - (a) Any price variations or fluctuations anticipated over the year must be taken into account in the Bidder's adjustment factors.
2. The second adjustment factor in each set is to be applied against the prices in the CTC® for work to be accomplished during other than normal working hours.



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

This factor must take into account all the additional costs of working on overtime, shift work and double time basis. **The Other Than Normal Working Hours Adjustment Factor must be greater than the Normal Hours Adjustment Factor.**

3. An additional adjustment factor is to be bid which will applied to work tasks that are considered non pre-priced. Bidders must be cautioned that the Non Pre-priced Adjustment Factor must take into account all the costs the Bidder would experience above and beyond the direct cost of the work performance, such as, but not limited to overheads and profits. **The Non Pre-priced Adjustment Factor must be greater than 1.0000.**

**8. ASSIGNMENT OF WORK**

If multiple awards are made, the assignment of the work is at the discretion of the Commission. However the Commission intends to assign work as equal as possible among the awarded Contracts taking into account the Contractor's bid and the performance of the Contractor in accordance with the Standards of Performance of Article VII of the JOC General Conditions.

**9. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED**

The Commission will furnish to the Contractor for each Work Order two (2) sets of electronic documentation and two (2) copies of Drawings and Specifications for the execution of the Work. The Contractor is responsible for obtaining additional copies at its own cost.

**10. NOTICES**

In accordance with Book 2 Section 22.05 "Notices," Notices must be addressed as follows:

- A. If to the Commission, notices must be addressed to the attention of the Commission Representative with copies to: the Executive Director.
- B. If to the Contractor, notices must be sent to the address identified on the title page of this Book 1 with copies to: the Contractor's Bonding Company

**11. LIQUIDATED DAMAGES**

- A. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in each Work Order. The Contractor and the Commission understand and will agree prior to issuance of the Work Order NTP, that the time for the completion of the Work is reasonable time. If the Contractor neglects, fails or refuses to complete the Work(Substantial Completion of Phase(s), Milestones, or Work Order) within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

For Work Orders Valued At:	Per Calendar Day
<\$300,000	\$500.00
\$300,000 - \$1,000,000	\$1,000.00
\$1,000,000 - \$5,000,000	\$2,000.00
>\$5,000,000	\$3,000.00

not as a penalty but as liquidated damages for the breach of contract occurring each



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1505

and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

- B. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
- C. If Liquidated Damages do not apply to a Work Order, it will be so indicated on the Work Order Request for Proposal.
- D. Substantial Completion of the Work is defined in Book 2, Section 1.01.27.

**12. LICENSING**

In addition to all other applicable licenses and certifications, the general contractor is required to submit copy of the Class A General Contractor License issued by the Department of Buildings of the City of Chicago.

**13. PREVAILING WAGE RATES**

- A. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site [www.state.il.us/agency/idol/CM/countym.htm](http://www.state.il.us/agency/idol/CM/countym.htm) maintained by the State of Illinois Department of labor.



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1505

**SECTION TWO - INSTRUCTIONS TO BIDDERS**

**1. EXAMINATION OF DOCUMENTS BY BIDDER**

- A. The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A); Construction Task Catalog® (Book 3); Technical Specifications (Book 4); plans; drawings; Addenda (if any); and bonds. The Bidder shall familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

**2. INTERPRETATIONS OF ADDENDA**

- A. The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Senior Contract Officer, email; [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or by fax 312-744-3572. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

**3. INSPECTION OF SITE (INTENTIONALLY DELETED)**

**4. PRE-QUALIFICATION OF BIDDERS**

- A. Unless otherwise indicated in Part II "Project Information," the Commission has previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
- B. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

**5. EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER**

- A. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO.1505**

Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.

- B. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

**6. PREPARATION OF BID**

- A. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
- B. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
- C. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
- D. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
- E. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
- F. The Bid Documents shall include the documents specified on the Document Submittal Checklist on page 1.
- G. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
1. Financial Statement
  2. Disclosure Affidavit
  3. Statement of Bidder's Qualifications

**7. BID DEPOSIT**

- A. The Bid must be accompanied by a bid guarantee in the amount set forth in Section One, "General Project Information", Paragraph N to ensure:
1. Non-withdrawal of the bid after date and time of opening.
  2. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
- B. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
- C. The Bidder agrees that this bid may be held by the Commission for a period not exceeding two hundred ten (210) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
- D. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one or more of them, or for any reason rejects all bids.



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1505

**8. BIDDER'S EXECUTION OF BID**

- A. The Bidder must execute the bid in two (2) original counterparts.
- B. Bids must be submitted with original signatures in the space provided on the Acceptance of the Bid form, Section Six, Bids not properly signed shall be rejected.
- C. If Bidder is a corporation, the President and Secretary must execute the bid and the Corporate Seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
- D. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
- E. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
- F. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

**9. BASIS OF AWARD (AWARD CRITERIA)**

The Bidder shall complete the figures in the Award Criteria Formula to compute the Award Criteria Figure and complete the Trade Participation information. Such information shall be attached to the bid on the form provided. All calculations will be verified pursuant to instructions provided in the form.

**10. AFFIDAVIT OF NON-COLLUSION**

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

**11. MBE AND WBE COMMITMENTS**

If awarded the Contract, the bidder agrees to the terms of Article 23 "MBE/WBE Special Conditions of Book Two, Standard Terms and Conditions for Construction Contracts.

**12. LOCAL BUSINESS SUBCONTRACTING PARTICIPATION AND COMMUNITY HIRING**

In order to ensure that local businesses that provide subcontracting work to general contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following for all Work Orders whose value is greater than \$500,000:

- A. Local Subcontracting Requirement
  - 1. General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - 2. General contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - 3. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO.1505**

registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.

- B. Community Residents Requirements. At least 7.5% of the project labor must be performed by residents of the Project Community as defined in the Contract documents.
- C. Two-thirds of the 7.5% (or 5%) of the aggregate hours of Work to be performed by Contractor and Subcontractors under this Contract may be complied with through new hires or current employees of the Contractor who are construction trade workers and residents of the Project Community.
- D. One-third of the 7.5% (or 2.5%) of the aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract must be new hires who are residents of the Project Community and may be comprised of construction trade workers or jobsite support positions, including, but not limited to, security, data entry clerks, schedulers, traffic monitoring personnel, field engineer, superintendent, project manager and site administrative support staff.

**13. AFFIDAVIT OF UNCOMPLETED WORK**

The Bidder is required to submit a fully executed Affidavit of Uncompleted Work, which declares, among other things, the value and estimated completion date of all uncompleted contracts to be completed with Bidder's own forces and to be subcontracted to others. Such affidavit shall be attached to the bid on the form provided.

**14. BIDDER'S FINANCIAL STATEMENT**

Each Bidder shall have on file in the office of the Commission at the time of bid opening a financial statement dated not earlier than the end of said Bidder's last fiscal year period. This will be kept on file by the Commission as a representative statement for a period of one year only. If a Bidder does not have such statement on file, it must submit a copy with its bid. Failure to have a current financial statement on file at the Commission at time of bid opening may be cause for the rejection of the Contractor's Bid.

**15. DISCLOSURE AFFIDAVIT**

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Disclosure Affidavit pursuant to Section 21.13 "Disclosure Affidavit."

**16. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Statement of Bidder's Qualifications or a Qualification Submittal in response to a Request for Qualifications (RFQ). The Commission reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1505

**17. DISCLOSURE OF RETAINED PARTIES**

A Disclosure of Retained Parties form will be completed and submitted with the bid. Additionally, a Disclosure of Retained Parties form will be completed and submitted for each Work Order prior to the start of construction and prior to issuance of a Work Order notice to proceed.

**18. SUBMISSION OF BID**

- A. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
- B. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
- C. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to the scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

**19. WITHDRAWAL OF BIDS BEFORE BID OPENING**

Any Bidder may withdraw its bid by letter, facsimile, telegraphic request, or by personally securing, with proper identification, the submitted bid proposal at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

**20. OPENING OF BIDS**

At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

**21. EVALUATION OF BIDS**

- A. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Award Criteria Figure.
- B. The Commission may require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.
- C. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

**22. AWARD OF CONTRACT; REJECTION OF BIDS (SEE ARTICLE 8, SECTION ONE - PROJECT INFORMATION)**

**23. PERFORMANCE AND PAYMENT BOND AND INSURANCE**

- A. Each Bidder shall furnish proof of its ability to provide the bonds and insurance



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO.1505**

required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.

- B. The insurance requirements for this project are as follows: 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.
- C. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder shall execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents and evidence of the required insurance coverage.
- D. The Performance and Payment Bond shall be in the form herein and in the amount shown in Section One, Paragraph M herein and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
- E. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.
- F. The bonds will cover the base term of the contract, 12 months, plus the one year guarantee period. In the event the parties agree to exercise the option term(s), the contractor shall deliver either: 1) new payment and performance bonds, or 2) a renewal of the original bonds meeting the required penal sum. The contractor must immediately provide additional bonding if the total value of all outstanding Work Orders exceed the penal sum of the bonds. The surety or sureties issuing the bond must be acceptable to the Commission and the bond must be in the form provided by the Commission. The bond must cover the warranty period required by the Contract.



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1505

**24. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS**

- A. The order of precedence of the components of the Contract Documents shall be as follows:
1. Book 2 - Standard Terms and Conditions and JOC Special Conditions;
  2. Book 2A - Standard Terms and Conditions Procedures Manual
  3. Addenda, if any;
  4. The Work Order specific Plans, Drawings and Specifications;
  5. Standard Specifications of the Commission, the City, State or Federal Government, if any;
  6. Book 3 - the Construction Task Catalog®;
  7. Book 4 - The Technical Specifications and Standard Drawings;
  8. Book 1 - Project Information, Instructions, and Execution Documents;
  9. Advertisement for bids; and
  10. Performance and Payment Bond, if required.
- B. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Commission.

**25. PROTESTS**

- A. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.
- B. All protests or claims must set forth the name and address of the protester, the Contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

**26. AWARD OF THE CONTRACT; REJECTION OF BIDS**

- A. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
- B. **The Bidder agrees that its bid shall be in effect until midnight, Tuesday, March 16, 2010 and that the bid may not be withdrawn until that time.**
- C. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- D. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO.1505**

Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

- E. Upon award of Contract, the Commission will process the Contract for final execution.
- F. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.



### SECTION THREE - CONTRACT INSURANCE REQUIREMENTS

#### Contract # 1505 CONTRACT INSURANCE REQUIREMENTS

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 of Chicago, User Agency and property owner(if applicable) are to 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 (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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO.1505**

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 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 \$2,000,000 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 \$5,000,000. 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.

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

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 and User Agency 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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1505

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.

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

The insurance must provide for 60 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor.

The Contractor waives and agrees to cause all its insurers to waive their rights of subrogation against the Public Building Commission of Chicago, User Agency, their respective Board members, employees, elected officials, officers, or representatives and property owner, if applicable.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, User Agency and property owner do not contribute with insurance provided by the Contractor under the Contract.

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

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

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

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO.1505**

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**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No. 1505**

**SECTION FOUR - ILLINOIS DEPARTMENT OF LABOR PREVAILING  
WAGE RATES**

**Cook County Prevailing Wage for January 2010**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC	BLD			31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	7.650	7.750	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN	ALL			31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	11.33	9.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			44.930	50.550	2.0	2.0	2.0	9.525	8.210	2.700	0.000
FENCE ERECTOR	ALL			30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER	BLD			37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR	BLD			42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST	BLD			42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1			49.800	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 2			48.300	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 3			43.000	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 4			35.750	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS	BLD			30.820	34.600	1.5	1.5	1.5	2.600	2.470	0.000	0.000
PILEDRIVER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD			43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER	BLD			38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450
PLUMBER	BLD			44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD			37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER	BLD			40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER	BLD			28.210	29.060	1.5	1.5	2.0	4.450	2.880	0.000	0.000
SPRINKLER FITTER	BLD			40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	ALL			40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD			35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000

**Legend:**

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations**

**COOK COUNTY**

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

**EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No. 1505**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

**MARBLE FINISHER**

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material,

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO.1505**

mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and experiors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which sare installed in a similar manner.

**TERRAZZO FINISHER**

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

**TRAFFIC SAFETY**

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

**TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST**

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more;



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**Contract No. 1505**

Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

**OPERATING ENGINEERS - BUILDING**

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

**OPERATING ENGINEERS - FLOATING**

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

(over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

**OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION**

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over);

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No. 1505**

Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

**Other Classifications of Work:**

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

**LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO. 1505**

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PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1505

SECTION FIVE - PROPOSAL AND EXECUTION DOCUMENTS

CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1505 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 2), b) Addenda Nos. (none unless indicated here)

ADDENDUM ONE

CLARIFICATIONS ONE & TWO

CLARIFICATION NOT NUMBERED 02/22/10

\_\_\_\_\_, c) Project Information, Instructions, and Execution Documents (Book 1), d) Book 2A Standard Terms and Conditions Procedures Manual, e) Book 3 The Construction Task Catalog®, f) Book 4 Technical Specifications.

Further, the Contractor, having become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the TYPE OF WORK as described in the Construction Task Catalog® as required by and in strict accordance with the Contract Documents for the Adjustment Factors listed on the next pages.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Work Order Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in the Work Order"

Payment for the Work will be made in the manner set forth in the Standard Terms and Conditions.

The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Commission the right to terminate the Contract, or, at its discretion, to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to any commission payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The Contractor, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance and the Performance and Payment Bond required by the Contract Documents.

**PUBLIC BUILDING COMMISSION OF CHICAGO  
CONTRACT NO.1505**

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

Contract No: 1505

BID FORM 1 - SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Work Order issued under this Job Order Contract using the Construction Task Catalog® (CTC®) and Technical Specifications incorporated herein with the following adjustment factors:

FOR WORK ORDER VALUE \$0 - \$300,000

1. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during normal working hours in the quantities specified in individual Work Orders against this Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

0.8800

(Specify to four (4) decimal places)

2. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during other than normal working hours in the quantities specified in individual Work Orders against his Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

0.9592

(Specify to four (4) decimal places)

FOR WORK ORDER VALUE \$300,001 - \$1,000,000

3. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during normal working hours in the quantities specified in individual Work Orders against this Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

0.9300

(Specify to four (4) decimal places)

4. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during other than normal working hours in the quantities specified in individual Work Orders against his Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

1.0230

(Specify to four (4) decimal places)

FOR WORK ORDER VALUE >\$1,000,001

5. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during normal working hours in the quantities specified in individual Work Orders against this Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

0.8800

(Specify to four (4) decimal places)

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

**THIS PAGE LEFT INTENTIONALLY BLANK**

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1505

6. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during other than normal working hours in the quantities specified in individual Work Orders against his Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

0.9416

(Specify to four (4) decimal places)

7. Non Pre-priced Adjustment Factor: Contractor shall multiply this factor times the cost of the non pre-priced task as determined in Article III.B.5, JOC General Conditions Book 2

1.1000

(Specify to four (4) decimal places)

8. Award Criteria Figure: Contractor shall include, in the space provided below, the Award Criteria Figure calculated below,

Award Criteria Figure = \$5,285,313.60  
FIVE-MILLION TWO-HUNDRED EIGHTY-FIVE  
THOUSAND THREE-HUNDRED THIRTEEN AND  
SIXTY CENTS (words)



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

Contract No: 1505

BID FORM 2 – AWARD CRITERIA CALCULATION

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria formula for the purpose of evaluating proposals and awarding the contract. A contract may be awarded to the responsible bidder with the lowest Award Criteria Figure. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the *Equal Employment Act* and the *Illinois Human Rights Act*.

1. Instructions

The Bidder shall complete the Award Criteria Formula and transfer the final Award Criteria Figure - Line 30 to the space provided on Bid Form 1. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 18, 20, 22, 24, 26 and 28 during construction of the project.

Lines 18, 20 and 22 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 24, 26 and 28 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

CANVASSING FORMULA

FOR WORK ORDER VALUE \$0 - \$300,000

Line 1.	Normal Working Hours Adjustment Factor	0.8800
Line 2.	Multiply Line 1 by (.10 X .70) = .070	0.0616
Line 3.	Other Than Normal Working Hours Adjustment Factor	0.9592
Line 4.	Multiply Line 3 by (.10 X .30) = .030	0.0288

FOR WORK ORDER VALUE \$300,001 - \$1,000,000

Line 5.	Normal Working Hours Adjustment Factor	0.9300
Line 6.	Multiply Line 5 by (.30 X .90) = .270	0.2511
Line 7.	Other Than Normal Working Hours Adjustment Factor	1.0230
Line 8.	Multiply Line 7 by (.30 X .10) = .030	0.0307

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

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PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1505

FOR WORK ORDER VALUE >\$1,000,001

Line 9.	Normal Working Hours Adjustment Factor	<u>0.8800</u>
Line 10.	Multiply Line 9 by (.50 X .90) = .450	<u>0.3960</u>
Line 11.	Other Than Normal Working Hours Adjustment Factor	<u>0.9416</u>
Line 12.	Multiply Line 11 by (.50 X .10) = .05	<u>0.0471</u>
Line 13.	Non Pre-priced Adjustment Factor	<u>1.1000</u>
Line 14.	Multiply Line 13 by .10	<u>0.1100</u>
Line 15.	Add lines 2, 4, 6 8, 10, 12 and 14	<u>0.9253</u>
Line 16.	Maximum Value of Contract, Base Contract Term	<u>\$6,000,000</u>
Line 17.	Multiply Line 15 by Line 16	<u>\$5,551,800.00</u>
Line 18.	% of the total Journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during the term of the Contract (Maximum Figure .50)	<u>0.50</u>
Line 19.	Multiply Line 17 by Line 18 by 0.04	<u>\$111,036.00</u>
Line 20.	% of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during the term of the Contract (Maximum Figure .50)	<u>0.50</u>
Line 21.	Multiply Line 17 by Line 20 by 0.03	<u>\$83,277.00</u>
Line 22.	% of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during the term of the Contract (Maximum Figure .50)	<u>0.50</u>
Line 23.	Multiply Line 17 by Line 22 by 0.01	<u>\$27,759.00</u>
Line 24.	% of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the term of the Contract (Maximum Figure .10)	<u>0.10</u>
Line 25.	Multiply Line 17 by Line 24 by 0.04	<u>\$22,207.20</u>

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

Line 26.	% of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during the term of the Contract (Maximum Figure .10)	<u>0.10</u>
Line 27.	Multiply Line 17 by Line 26 by 0.03	<u>\$16,655.40</u>
Line 28.	% of the total Laborer hours that the Contractor proposes to be worked by female Laborers during the term of the Contract (Maximum Figure .10)	<u>0.10</u>
Line 29.	Multiply Line 17 by Line 28 by 0.01	<u>\$5,551.80</u>
Line 30.	Summation of lines 19,21,23,25, 27 and 29	<u>\$266,486.40</u>
Line 31.	Subtract line 30 from Line 17	<u>\$5,285,313.60</u> (Award Criteria Figure)

The bidder shall complete the Canvassing Formula and transfer the final Award Criteria Figure (Line 31) to the space provided on Bid Form 1 of this proposal. A Contract may be awarded to the responsive and responsible bidder with the lowest Award Criteria Figure. The Commission reserves the right to revise all arithmetic calculations for correctness.



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

**3. Community Hiring Bonuses**

In order to encourage maximum employment of interested and available residents of the project community on this Contract, the following bonus calculations shall apply:

- A. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Section 5 "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- B. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Section 5 "Basis of Award (Award Criteria)," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.
- C. Definitions
  - 1. "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.
  - 2. "Residents of the project community" shall mean persons domiciled within the Ward in which the Site is located.
  - 3. "New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

**4. Liquidated Damages**

The Contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for non-compliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted in the Proposal on Lines 18, 20, 22, 24, 26 and 28 of the Canvassing Formula, covering Journeyworkers, Apprentices, and Laborers respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor. Since the Job Order Contract is a form of indefinite quantity contract, Liquidated Damages will be calculated based on the sum amounts of the Work Orders awarded to the Contractor.

For each 1% deficiency of minority Journeyworkers not utilized toward the goal (Line 18) four cents per hundred dollars of the Awarded Work Order Amount, calculated as follows:

$$\frac{\text{Awarded Work Order Amount} \times .04}{100}$$

Each one percent (1%) deficiency of shortfall toward the goal (Line 24) for female Journeyworkers shall be computed in the same way.

For each 1 % deficiency of minority Apprentices not utilized toward the goal (Line 20) three cents per hundred dollars of the Awarded Contract Amount, calculated as follows:

$$\frac{\text{Awarded Work Order Amount} \times .03}{100}$$

Each one percent (1%) deficiency of shortfall toward the goal (Line 26) for female Apprentices shall be computed in the same way.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1505

For each 1 % deficiency of minority Laborers not utilized toward the goal (Line 22) one cent per hundred dollars of the Awarded Contract Amount, calculated as follows:

Awarded Work Order Amount X .01

100

Each one percent (1%) deficiency of shortfall toward the goal (Line 28) for female Laborers shall be computed in the same way.

Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

**5. Reporting**

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

The classification "White" includes person of Indo-European descent.

The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.

The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.

The classification "Native American" includes persons who are Native Americans by virtue of tribal association.

The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.

The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

**5. Major Trades**

- |                         |  |
|-------------------------|--|
| Asbestos Workers        | Operating Engineers                    |
| Boiler Makers           | Painters                               |
| Bricklayers             | Pile Driver Mechanics                  |
| Carpenters              | Pipe Fitters/Steam Fitters             |
| Cement Masons           | Plasterers                             |
| Electricians            | Plumbers                               |
| Elevator Construction   | Roofers                                |
| Glaziers                | Sheet Metal Workers                    |
| Mechanists              | Sprinkler Fitters                      |
| Machinery Movers        | Steel Fabricators (in shop or on-site) |
|                         | Technical Engineers                    |
| Ornamental Iron Workers | Tuck Pointers                          |
| Lathers                 |  |

For approval of other trades for consideration in the Award Criteria Formula, written approval should be requested from the Commission.

**7. Trade Participation - For Information Only**

The following information must be supplied by the Contractor for the purposes of evaluating figures supplied in the Award Criteria Formula. It is understood that these figures are estimates only and are not to be considered as limiting in any manner actual participation on the project.

Anticipated levels of minority participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Contractor's work force or any Subcontractor which will be active on this project.

TRADE PARTICIPATION	PERCENT OF MINORITY
ALL	24% MBE / 4% WBE
TRADES	

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505C *per*

Acceptance of the Bid

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

PUBLIC BUILDING COMMISSION OF CHICAGO

*Edmund C. Johnson*  
Secretary

*Richard P. Daley*  
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

ROSSI CONTRACTORS, INC

Contractor Name

201 W LAKE ST  
NORTHLAKE IL 60164

Address

If a Corporation:

By *Robert Rossi*

ROBERT ROSSI

ATTEST

By *Ronald Rossi*

RONALD ROSSI

CORPORATE SEAL

If a Partnership:

Partner

Partner

Partner

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

County of COOK

State of ILLINOIS

Subscribed and sworn to before me on this 23<sup>rd</sup> day of FEBRUARY, 2010.

*Jonathan P. Gross*  
Notary Public Signature

Commission Expires: 10/15/10

VICE  
President

Title of Signatory

ASSISTANT  
Secretary

Title

Address

Address

Address

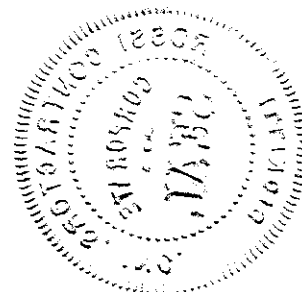
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**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO. 1505**

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

PROPOSAL TO BE EXECUTED BY A CORPORATION

Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of

ROSSI CONTRACTORS, INC  
a corporation duly organized and existing under the laws of the State of ILLINOIS and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on MARCH 3, 2003, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated 02/23/10, 20   to the Public Building Commission of Chicago, for Contract No. 1505 of said Commission;

NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

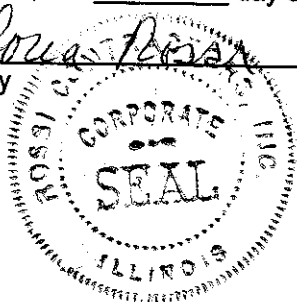
BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform any and all other acts relative thereto.

I FURTHER CERTIFY that the following-named persons are the officers of this corporation duly qualified and now acting as such:

President: GLORIA ROSSI  
Vice President: ROBERT ROSSI, RONALD ROSSI  
Secretary: GLORIA ROSSI  
Treasurer: RONALD ROSSI  
Assistant Secretary: ROBERT ROSSI, RONALD ROSSI

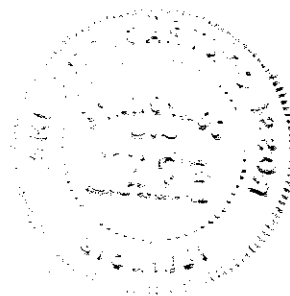
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 23<sup>RD</sup> day of FEBRUARY, 2010.

Gloria Rossi  
Secretary



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO. 1505**

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1505

**SECTION SIX - ADDITIONAL DOCUMENTS TO BE EXECUTED AND  
SUBMITTED WITH THE BID**

**BID FORM A: Affidavit of Uncompleted Work**

**PART 1: WORK UNDER CONTRACT**

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE. (NOTE: Part 1 = Part 2 + Part 3)

	1	2	3	4	Awards Pending	TOTALS
Project						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						

**PART 2: UNCOMPLETED WORK TO BE COMPLETED WITH THE BIDDER'S OWN FORCES**

List below the uncompleted dollar value of work for each contract to be completed with the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Earthwork						
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						

*SEE ATTACHED  
WAIVER  
REQUEST*



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**

[illegible]

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1505

**PART 3: WORK SUBCONTRACTED TO OTHERS**

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

*SEE ATTACHED REQUEST FOR WAIVER*

PUBLIC BUILDING COMMISSION OF CHICAGO  
CONTRACT No.1505

**Affidavit of Uncompleted Work (continued)**

being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City, and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Signature

Date

Name (Type or Print)

Title

Bidder Name

Address

City State Zip

Subscribed and sworn to before me  
his \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

Notary Public

Commission expires:

SEE ATTACHED  
WAIVER REQUEST

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1505

BID FORM B: Affidavit Of Non-collusion

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

ROBERT ROSSI, being first duly sworn, deposes and says that:

(1) He She is VICE PRESIDENT  
(Owner, Partner, Officer Representative or Agent) of ROSSI CONTRACTORS, INC

the Bidder that has submitted the attached Bid;

(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 5/0/0.01 through 570/7.

[Signature]  
(Signed) ROBERT ROSSI  
VICE PRESIDENT

(Title)  
Subscribed and sworn to before me this 23<sup>rd</sup> day of FEBRUARY 20 10

[Signature]  
NOTARY PUBLIC  
(Title)

My Commission expires: 10/15/10





**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO. 1505**

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## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

## BID FORM C: Disclosure of Retained Parties

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor 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 Contractor is not required to disclose employees who are paid solely through the Contractor'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

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: CONTRACT 1505

Description of goods or services to be provided under Contract:

ABATEMENT, DEMOLITION, SITE PREPARATION,  
SITE DEVELOPMENT

2. Name of Contractor: ROSSI CONTRACTORS, INC
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

## Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
WILLIAM FANNING FANNING & CO	18-2 E. DUNDEE SUITE 103 BARRINGTON, IL 60010	CPA	\$20,000 (EST)
JOSEPH CAPITANI MADDER, JIGANTI MOORE & SINARS	190 S LASALLE SUITE 1700 CHICAGO IL 60603	ATTY	\$10,000 (EST)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained:

REMAINDER OF RETAINED PARTIES T.B.D.

PUBLIC BUILDING COMMISSION OF CHICAGO  
CONTRACT NO. 1505

4. The Contractor understands and agrees as follows:

- a. 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 Contractor's participation in the contract or other transactions with the Commission.
- b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. 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 Contractor 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 Contractor and that the information disclosed herein is true and complete.

Signature

*Robert Rossi*

Date 02/23/10

Name (Type or Print)

ROBERT ROSSI

Title

VICE PRESIDENT

Subscribed and sworn to before me

this 23<sup>rd</sup> day of FEBRUARY 2010

*Jonathan P. Gross*  
Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

**BID FORM D: SCHEDULE B - Joint Venture Affidavit**  
(1 of 3)

*This form need not be filled in if all joint venturers are 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.  
\_\_\_\_\_  
\_\_\_\_\_



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**CONTRACT NO.1505**

**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 and Sales**

\_\_\_\_\_

**3) Hiring and firing of management personnel**

\_\_\_\_\_

**4) Other**

\_\_\_\_\_

**C. Purchasing of major items or supplies**

\_\_\_\_\_

**D. Supervision of field operations**

\_\_\_\_\_

**E. Supervision of office personnel**

\_\_\_\_\_

- F. 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.**

\_\_\_\_\_

\_\_\_\_\_

- G. State approximate number of operational personnel, their craft 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.**

\_\_\_\_\_

\_\_\_\_\_

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

**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 General contractor if the joint venture is a subcontractor.

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_,  
before me appeared (Name)

On this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_,  
before me appeared (Name)

to me personally known, who, being duly  
did execute the foregoing affidavit, and did  
that he or she was properly authorized by  
(Name of Joint Venture)

to me personally known, who, being duly  
did execute the foregoing affidavit, and did  
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.

to execute the affidavit and did so as his or her  
free act and deed.

Notary Public  
Commission expires:

Notary Public  
Commission expires:

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1505C

**PERFORMANCE AND PAYMENT BOND**

**Contract No. 1505C**

**Bond No.**

---

KNOW ALL MEN BY THESE PRESENTS, that we, Rossi Contractors, Inc.,  
a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of  
Northlake, State of Illinois, as \_\_\_\_\_ Corporate \_\_\_\_\_ Principal, and  
Travelers Casualty and Surety Company of America

---

a corporation organized and existing under the laws of the State of Connecticut, with offices in the State of  
\* Illinois \*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,  
hereinafter called "Commission", in the penal sum of Two Million Dollars and No Cents (\$2,000,000.00)  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto  
attached, with the Commission, dated March 9, 2010, for the fabrication, delivery, performance and  
installation of

Job Order Contracting (JOC Program)

Abatement and Demolition, Site Preparation and Site Development

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and  
any extension thereof that may be granted by the Commission, with or without notice to the Surety, and  
during the life of any guarantee required under the Contract, and shall also well and truly perform and  
fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized  
modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons,  
firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work  
provided for in the Contract, and any and all duly authorized modifications of said Contract that may be  
made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and  
protect the said Commission, its legal successor and representative, from all liability in the premises and  
from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or  
arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations  
assumed by said Principal or any subcontractors in connection with the performance of said Contract and

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1505C

all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of Two Million Dollars and No Cents (\$2,000,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1505C

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this March 10, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Name

BY \_\_\_\_\_ (Seal)  
Individual Principal

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Individual Principal

\_\_\_\_\_  
City

\_\_\_\_\_  
State

CORPORATE SEAL

ATTEST:

BY Ronald Rossi  
Assistant  
Secretary  
Title

Rossi Contractors, Inc.  
Corporate Principal  
BY Shirley Rossi  
President  
Title

201 W. Lake St.  
Northlake, IL 60164

BY \_\_\_\_\_  
215 Shuman Blvd., Naperville, IL 60563 (630) 961-4495  
Business Address & Telephone

Travelers Casualty and Surety Company of America  
Corporate Surety  
Rene' Roulo  
Title Rene' Roulo, Attorney-In-Fact  
CORPORATE SEAL

**FOR CLAIMS (Please Print):**

Contact Name: Matthew J. Donovan, Travelers Casualty and Surety Company of America

Business Address: 215 Shuman Blvd., Naperville, IL 60563

Telephone: 630-961-4495 Fax: 866-216-5979

The rate of premium of this Bond is \$ 6.95 Slide \_\_\_\_\_ per thousand. \*\*  
Total amount of premium charged is \$ 13,900.00 \*\*

\* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

\*\* Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505C

BOND APPROVAL

BY

Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Ronald Rossi, certify that I am the Assistant Secretary of Rossi Contractors, Inc. corporation named as Principal in the foregoing performance and payment bond, that Gloria Rossi who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 10th day of March 2010.

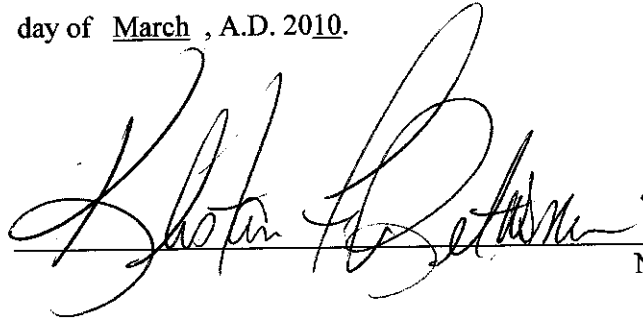
CORPORATE SEAL

STATE OF ILLINOIS  
COUNTY OF WILL

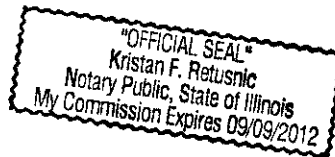
I, **Kristan F. Retusnic**, a Notary Public in and for the state and county aforesaid, do hereby certify that **Rene' Roulo** of **Orland Park, Illinois** who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as **Attorney-in-Fact** of the **Travelers Casualty and Surety Company of America**, and as the free and voluntary act of the **Travelers Casualty and Surety Company of America**, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of March, A.D. 2010.

My commission expires September 9, 2012.  
NOTARIAL JURAT



Notary Public



**TRAVELERS** **POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220808

Certificate No. 002793954

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

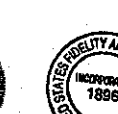
John J. Naso, Jr., Kristan F. Retusnic, Rene' Roulo, Pamela S. Higginbotham, and Michelle Skenandore

of the City of Orland Park/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of January, 2009

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: 

George W. Thompson, Senior Vice President

On this the 26th day of January, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of March, 20 10

Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1505

SECTION SEVEN – DOCUMENTS TO BE ON FILE WITH THE  
COMMISSION AT THE TIME OF BIDDING

STATEMENT OF BIDDER'S QUALIFICATIONS

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder ROSSI CONTRACTORS, INC  
Submitted By ROBERT ROSSI  
Title VICE PRESIDENT  
Permanent Main Office Address SAME AS LOCAL  
Local Address 201 WEST LAKE ST  
NORTHLAKE IL 60164  
Local Telephone No. and FAX No. 773-287-7545  
708-562-1965 (FAX)  
How many years operating as contractor for work of this nature? 62

List of recently completed contracts of similar dollar value and scope of work.

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	SEE STATEMENT OF QUALIFICATIONS SUBMITTED 12/16/09 ATTACHED FOLLOWING p. 66			
2.				
3.				
4.				
5.				
6.				
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO  
CONTRACT No.1505

Statement Of Bidder's Qualifications (continued)

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

- A. Corporation Name ROSSI CONTRACTORS, INC
- B. State and City in which incorporated NORTHLAKE, IL
- C. If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- D. Name and address of registered agent in Illinois  
JOSEPH S. CAPITANI 190 S. LASALLE ST  
MADDEN, JIGANTI, SUITE 1700, CHICAGO, IL  
MOORE & SINARS
- E. Names and titles of officers authorized to sign contracts  
(OTHER THAN PRESIDENT)  
ROBERT ROSSI VICE PRESIDENT  
Name Title  
RONALD ROSSI VICE PRESIDENT  
Name Title

If submitted by a partnership:

- F. Firm Name \_\_\_\_\_
- G. Official Address \_\_\_\_\_
- H. Names of all Partners: \_\_\_\_\_

If submitted by an individual:

- I. Firm Name \_\_\_\_\_
- J. The Owner \_\_\_\_\_
- K. Official Address \_\_\_\_\_

Robert Rossi  
Signature of Affiant ROBERT ROSSI

Subscribed and sworn to before me this 23<sup>rd</sup> day of FEBRUARY 20 10

Jonathan P Gross  
Notary Public

My Commission expires: 10/15/10

(SEAL)

Date: 02/23/10



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1505

DISCLOSURE AFFIDAVIT

Name: ROSSI CONTRACTORS, INC  
Address: 201 W LAKE ST NORTHLAKE, IL  
Telephone No.: 773-287-7545 60164  
Federal Employer I.D. #: 36-4379520 Social Security #: \_\_\_\_\_

Nature of Transaction:

- ☐ Sale or purchase of land  
☒ Construction Contract  
☐ Professional Services Agreement  
☐ Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above 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 ROBERT ROSSI, as VICE PRESIDENT  
(Title)  
and on behalf of BIDDER/PROPOSER  
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. 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".

Bidder/Proposer/Contractor is a: ☒ Corporation  
☐ Partnership  
☐ Joint Venture  
☐ Sole Proprietorship  
☐ LLC  
☐ LLP  
☐ Not-for-Profit Corporation  
☐ Other

PUBLIC BUILDING COMMISSION OF CHICAGO  
CONTRACT NO.1505

SECTION 1.

FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization ILLINOIS

b. Authorized to do business in the State of Illinois: Yes ☒ No ☐

c. Names of all officers of corporation or LLC  
(or attach list):

Names of all directors of corporation  
(or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>GLORIA ROSSI</u>	<u>PRESIDENT</u>	<u>RONALD ROSSI</u>	<u>SOLE DIRECTOR</u>
<u>ROBERT ROSSI</u>	<u>SECRETARY</u>		
	<u>VICE PRESIDENT</u>		
<u>RONALD ROSSI</u>	<u>ASSISTANT SECY</u>		
	<u>VICE PRESIDENT</u>		
	<u>TREASURER</u>		
	<u>ASSISTANT SECY</u>		

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest %
<u>ROBERT ROSSI</u>	<u>201 W LAKE ST</u>	<u>50</u> %
	<u>NORTHLAKE IL, 60164</u>	%
<u>RONALD ROSSI</u>	<u>DITTO</u>	<u>50</u> %

e. For LLC's, state whether member-managed or identify managing member:

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes ☐ No ☒

If "yes" 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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1505

**SECTION 2. PARTNERSHIPS**

- a. 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 of Partners (Print or Type)

Percentage Interest

_____	_____ %
_____	_____ %
_____	_____ %

**SECTION 3. SOLE PROPRIETORSHIP**

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]  
If NO, complete items b. and c. of this Section 3.

- b. 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(s) of Principal(s). (Print or Type)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. 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(s)

Address(es)

_____	_____
_____	_____
_____	_____

**SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES**

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No.1505**


**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

a. State of incorporation \_\_\_\_\_

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

**II. CONTRACTOR CERTIFICATION**

**A. CONTRACTOR**

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1505

- 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 submittal of this bid, proposal or response.<sup>3</sup>
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 judgement 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. SUBCONTRACTOR**

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, certifications substantially in the form of Section 1 of this Disclosure Affidavit. Based on such 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 describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT NO. 1505**

rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) 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 describe in Section II(A)(1)(a) or (b) of this certification 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 in Section II(A)(1)(a) or (b) 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 Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), 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 Section II(B)(1) and (2) above, 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 [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1505

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 sheets if necessary.

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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**

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.

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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.

**III. 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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

CONTRACT NO.1505

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 Paragraph A of Section III, identify any exceptions:**

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(Attach additional pages of explanation to this Disclosure Affidavit, 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 Contract'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.

**IV. 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.

**V. VERIFICATION**

Under penalty or 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 Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

RSR  
Signature of Authorized Officer

ROBERT ROSSI

Name of Authorized Officer (Print or Type)

VICE PRESIDENT

Title

773-287-7545

Telephone Number

State of ILLINOIS

County of COOK

Signed and sworn to before me on this 23<sup>rd</sup> day of FEBRUARY, 20 10 by

ROBERT ROSSI (Name) as VICE PRESIDENT (Title) of

ROSSI CONTRACTORS, INC (Bidder/Proposer or Contractor)

Jonathan P Gross  
Notary Public Signature and Seal



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
CONTRACT NO. 1505

**Notes 1-5 Disclosure Affidavit**

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*); (3) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).



## PUBLIC BUILDING COMMISSION OF CHICAGO

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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

# **PUBLIC BUILDING COMMISSION OF CHICAGO**

## **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**

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## **PUBLIC BUILDING COMMISSION OF CHICAGO**

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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

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PAGE





# CERTIFICATE OF LIABILITY INSURANCE

OP ID A2  
ROSSI-1

DATE (MM/DD/YYYY)

03/26/10

<b>PRODUCER</b> The Horton Group, Inc. www.thehortongroup.com 10320 Orland Parkway Orland Park IL 60467 Phone: 708-845-3000		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b>  Rossi Contractors, Inc. 201 W. Lake Street Northlake IL 60164-2431		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Westfield Insurance Co. (A XII)	
		INSURER B: SeaBright Insurance Co (A- IX)	
		INSURER C: Illinois National Ins. Co (A X)	
		INSURER D: Lexington Insurance Co. (A XV)	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
C		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CMM4739297	03/09/10	03/09/11	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000					
	MED EXP (Any one person)	\$ 5,000					
	PERSONAL & ADV INJURY	\$ 1,000,000					
		GENERAL AGGREGATE	\$ 2,000,000				
		PRODUCTS - COMP/OP AGG	\$ 2,000,000				
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CMM4739297	03/09/10	03/09/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)	\$					
	BODILY INJURY (Per accident)	\$					
	PROPERTY DAMAGE (Per accident)	\$					
		<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
C		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	BE12627794	03/09/10	03/09/11	EACH OCCURRENCE	\$ 23,000,000
	AGGREGATE	\$ 23,000,000					
		\$					
		\$					
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	BB1102633	03/09/10	03/09/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT	\$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000					
	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000					
D		<b>Excess Umbrella</b>	025655159	03/09/10	03/09/11		6,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Contract #1505C Job Order Contracting - Abatement and Demolition, Site Preparation and Site Development Scope of Work. Waiver of subrogation in favor of General Liability with respect to the listed additional insureds only when required by written contract. Additional insured with respect to General and Auto Liability on a primary non contributory basis only when

*A core 3/26/10*

## CERTIFICATE HOLDER

## CANCELLATION

<b>PUBLI-3</b>  Public Building Commission 50 West Washington St., RM 200 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Barbara Sachleda</i>

ACORD 25 (2009/01)

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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**NOTEPAD:**HOLDER CODE PUBLI-3  
INSURED'S NAME Rossi Contractors, Inc.ROSSI-1  
OPID A2PAGE 3  
DATE 03/26/10

required by written contract: Public Building Commission; Chicago Board of Education; Chicago Park District; The City of Chicago.

Installation Floater, The Hartford, 03/24/10-03/24/11, \$1MM per site.

Pollution Liability, Chartis, 03/24/10-03/24/11, \$2MM per claim/\$2MM aggregate.

**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.

**Mayor Richard M. Daley, Chairman**

**Erin Lavin Cabonargi, Executive Director**

## **PUBLIC BUILDING COMMISSION OF CHICAGO**

### **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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

- 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

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director



## **PUBLIC BUILDING COMMISSION OF CHICAGO**

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**

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**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

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

# **PUBLIC BUILDING COMMISSION OF CHICAGO**

## **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

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

- (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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

### 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  
Mayor Richard M. Daley, Chairman                      Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director



## PUBLIC BUILDING COMMISSION OF CHICAGO

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 fragnet 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 fragnet 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

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

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).

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

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
- Mayor Richard M. Daley, Chairman                      Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

2. giving rise to the delay; and state the number of days requested. 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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## **PUBLIC BUILDING COMMISSION OF CHICAGO**

- 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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

ADDENDUM NO. 1

17

DATE: February 19, 2010

## PUBLIC BUILDING COMMISSION OF CHICAGO

### 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

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director



## PUBLIC BUILDING COMMISSION OF CHICAGO

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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## **PUBLIC BUILDING COMMISSION OF CHICAGO**

### **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**

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## **PUBLIC BUILDING COMMISSION OF CHICAGO**

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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

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.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director