

DEPARTMENT OF PROCUREMENT SERVICES – CITY OF CHICAGO

March 8, 2019

ADDENDUM NO. 2

FOR

AIRSIDE CONCRETE MAINTENANCE AND REPAIR AT O'HARE AND MIDWAY INTERNATIONAL AIRPORTS

SPECIFICATION NO. 769425

For which Bids were to be opened in the office of the Chief Procurement Officer, Department of Procurement Services, Bid & Bond Room 103, City Hall, 121 N. LaSalle Street, Chicago, IL 60602 at **11:00 a.m., Central Time on March 13, 2019.**

The following additions and revisions are incorporated into the above-referenced Specification (the "Contract Documents") as noted. All other provisions and requirements as originally set forth, except as amended by previous addenda, remain in force and are binding. Any additional work required by this Addendum shall conform to the applicable provisions of the original Contract Documents.

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE PROPOSAL EXECUTION PAGE.

SECTION 1. NOTICE OF REVISIONS/CHANGES/CLARIFICATIONS

BID OPENING HAS BEEN POSTPONED TO April 18, 2019
1. The Bid Opening Date has been postponed to April 18, 2019. For which Bids are due in the Department of Procurement Services, Bid & Bond Room, Room 103, City Hall, 121 N. LaSalle Street, Chicago, IL 60602 at 11:00 a.m., Central time.
Article 5. Section 5.1., General
2. Existing Section 5.1, General, has been deleted in its entirety and replaced with the revised Section 5.1, which is attached to this Addendum No. 2 as Attachment 1.
Article 7. Insurance Requirements
3. Existing Article 7, Insurance Requirements, has been deleted in its entirety and replaced with the revised Article 7, which is attached to this Addendum No. 2 as Attachment 2.

SECTION 2. QUESTIONS AND RESPONSES/CLARIFICATIONS

CLARIFICATIONS TO BIDDERS QUESTIONS	
Question 1:	Article 7 (Insurance) lacks required insurance coverage amounts for 7.1.1, 7.1.2, 7.1.3 and 7.1.4. Please provide them.
Response:	Existing Article 7, Insurance Requirements, has been deleted in its entirety and replaced with the revised Article 7, which is attached to this Addendum No. 2 as Attachment 2.
Question 2:	Please confirm that the performance bond requirement is 5 percent of the bid total for the entire term duration.
Response:	Yes, the Performance Bond is 5% of the contract's overall value through contract expiration.
Question 3:	Will the City provide an on-airport staging area for this contract?
Response:	Currently, CDA provides a staging area at O'Hare International Airport and expects to continue to do so, although its size and or location may change before or during the course of the contract. The Contractor is responsible for bringing in any utilities to the site, as well as restoring the site to its original condition at the end of the contract. The City may relocate, change the size or eliminate the space during the course of the contract. Any changes to, utilities connections or ongoing utility fees, or any other expenses incurred by the Contractor at the current staging location or any subsequent relocations, the City may make available are to be borne by the Contractor and may not be charged back to the City. There is currently not a staging area at Midway and there is no plan to provide one.
Question 4:	Article 5.12 Work Hours says "...the majority of Work occurring during night time hours defined as 2200 to 0600 Sunday through Friday..." Please quantify "majority of Work" in this context.
Response:	Any work involving large machinery or material transportation including but not limited to concrete, stone and any fill materials moving outside the work area is done during night time hours except on the rarest circumstances as directed by the Commissioner. Work that is contained inside the work area can be done during day time hours or as directed by the Commissioner.
Question 5:	Concrete samples for testing. Are cylinders acceptable? 4"x8" or 6"x12"?
Response:	No. Per Article 5, Section 5.21.18., a flexural strength test will be required for mix design approval and must conform to ASTM standards and per Article 5, Section 5.21.21., beam samples will be needed for quality control and all samples must conform to ASTM standards.
Question 6:	Are permits required? If so, who issues them?
Response:	Permits are not normally required unless adding new infrastructure. For example, new sewer lines would require permits from the Department of Water.
Question 7:	How are utility locates done? Will digger need to be called?
Response:	The Contractor will need to call Digger for utility locates as well as the FAA for any of their manholes or utilities and Menzies for any fuel utilities.

END OF ADDENDUM NO. 2

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

ATTACHMENT 1
SECTION 5.1. (REVISED) GENERAL

5.1 General

The Contractor will furnish, deliver, and supply F.O.B., to the City of Chicago, Department of Aviation (CDA), all supervision, labor, material, equipment, transportation of equipment and materials, tools, traffic control, barricades, safety equipment, locating of utilities, and applicable permits necessary to perform Airside Concrete Maintenance and Repair (Work) under one-hundred (100) contiguous cubic yards at Chicago O'Hare and Midway International Airports (individually, the "Airport" or "O'Hare" and/or "Midway", and collectively the "Airports"); excavation with or without bituminous and PCC removal or PCC installation, partial and full-depth removal of Bituminous and PCC pavements, and installation of Portland Cement Concrete (PCC), patching mortars, pavements, structures, and related appurtenance items. All line items in this Contract may be utilized with or without bituminous/PCC removal and/or installation; all in accordance with the General Conditions, Special Conditions, and Detailed Specifications of this Contract.

The start date for this contract will be no earlier than April 1, 2019.

ATTACHMENT 2
ARTICLE 7. (REVISED) INSURANCE REQUIREMENTS

ARTICLE 7. INSURANCE REQUIREMENTS

Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

7.1. Insurance to be Provided

7.1.1. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services, or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

7.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not be limited to, the following: All premises and operations, products/completed operations (for the full statute of repose following project completion), explosion, collapse, underground, separation of insureds, runway work, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent), and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period; or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City and other entities required by City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

7.1.3. Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership,

maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City and other entities required by City are to be named as additional insureds on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

7.1.4. Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$8,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies, the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

7.1.5. Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, Contractor must provide or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include, but not limited to, the following: right to partial occupancy, material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, damage to adjoining and existing property, collapse, debris removal, loss resulting from faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

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.

7.1.6. Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations 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. Coverage must include, but not limited to, pollution liability if environmental site assessments will be done. 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.

7.1.7. Contractors Pollution Liability

When any work performed involves a potential pollution risk that may arise from the work, services, or operations of Contractor's scope of services, Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$2,000,000. Coverage must include, but not be limited to, the following: completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. 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 City is to be named as an additional insured.

7.2. Additional Requirements

Evidence of Insurance. Contractor must furnish the City, Department of Aviation, 10510 West Zemke Road, 60666 and Department of Procurement Services, City Hall, Room 806, 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute Contract by the City 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 requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract must be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

Insurance not Limited by Indemnification. 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.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

Joint Venture or Limited Liability Company. 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.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor must name Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside for Commercial General Liability and Auto Liability. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations or an endorsement form at least as broad and acceptable to the City Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these