



ADDENDUM

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

ADDENDUM NO.: 01
PROJECT NAME: Energy Performance Analysis and Contracting Services
PROJECT NO.: Program-Wide
CONTRACT NO.: PS3066
DATE OF ISSUE: January 12, 2023

NOTICE OF CHANGES, MODIFICATIONS, OR CLARIFICATIONS TO CONTRACT DOCUMENTS

The following changes, modifications, or clarifications are hereby incorporated and made an integral part of the Contract Documents. Unless clearly expressed otherwise by this Addendum, all terms and conditions defined in the original Contract Documents shall continue in full force and effect and shall have the same meaning in this Addendum. Issued Addenda represent responses/clarifications to various inquiries. Contractors shall be responsible for including all associated labor/material costs in its bid. Drawings/specifications corresponding to inquiry responses will be issued with the Issue for Construction Documents, upon issuance of building permit.

ITEM NO. 1: CHANGES TO KEY DATES

- Change 1** The **Submission Due Date and Time** has been **RESCHEDULED** to Monday, January 30, 2023 at 11:00a.m.
- Change 2** The **Questions Deadline** has been **RESCHEDULED** to Friday, January 20, 2023 at 4:00p.m.
- Change 3** The **Oral Presentations/Interviews** (*Tentative*) have been **RESCHEDULED** to February 14-24, 2023.

ITEM NO. 2: REVISIONS TO RFP

- Change 1** **DELETE** "RFP Availability" Section I 3. reference to "Cushing & Co." The RFP is only available at www.pbcchicago.com.
- Change 2** **DELETE** SCHEUDLE A – Anticipated Cost Proposal Schedule and **REPLACE** with **REVISED SCHEDULE A** – Anticipated Cost Proposal Schedule included with this Addendum No. 1.
- Change 3** **DELETE** EXHIBIT E – Insurance Requirements and **REPLACE** with **REVISED SCHEDULE E** - Insurance Requirements included with this Addendum No. 1.
- Change 4** **DELETE** "TERM" Section 3 D. and **REPLACE** with the following: "The initial Term of the Agreement is anticipated to be for a period of five (5) years with the possibility of five (5) one (1) year extension options, but in any case, the Agreement will be considered to continue through final acceptance of any/all outstanding Project Deliverables."

ITEM NO. 3: REQUESTS FOR INFORMATION

RFI-1.

Question: Does PBC of Chicago require a NAESCO Accredited Energy Service Provider (ESP)?

Response: [NAESCO Accreditation is preferred but NOT required.](#)

RFI-2.

Question: Is on-site solar energy going to be considered?

Response: [Yes. On-site solar energy may be considered where applicable.](#)

RFI-3.

Question: Is on-site energy storage be considered?

Response: [Yes. On-site energy storage may be considered where applicable.](#)

RFI-4.

Question: Would a PPA be an acceptable financing vehicle for solar and/or storage projects, if considered?

Response: [Yes, where applicable.](#)

RFI-5.

Question: Would an ESCO be disqualified from performing Task Orders at facilities where they already have systems, solutions or services in place?

Response: An ESCO is not disqualified from responding to this RFP. Upon award of an Agreement(s), Task Order Issuance will be considered on a case-by-case basis for each ESCO.

RFI-6.

Question: Can you kindly clarify this question (p 16) “Describe whether the Respondent uses open book pricing, and how it interprets the term.”

Response: The RFP language is intended to confirm the ESCO's commitment to provide its cost, fees, mark-ups, etc.

RFI-7.

Question: Schedules C/D/E ask for a cost and/or % for the project. As the contract value and scope is unknown at this stage, what is expected for how to complete these versions of the forms for submittal on the 18th?

Response: Respondents may identify any MBE and/or WBE firm they intend to work with. The Cost and Percentages may be entered as TBD if not known.

RFI-8.

Question: The RFP references the ESCO coordinating construction activities, will the ESCO also be responsible for completing the construction of energy saving installations after the audit and design phase?

Response: Yes. The ESCO is responsible for coordination of all work including construction activities, IGAs, Measurement and Verification, etc. in accordance with the RFP and Agreement.

RFI-9.

Question: Will escalation for the 5 year contract need to be included in the project personnel unit rates?

Response: Yes. ESCOs are to identify any Annual Escalation Factor(s) during the first five (5) year term. ESCOs Escalation Factor(s) are subject to review, negotiation, and approval by the PBC Representative.

RFI-10.

Question: Does being selected as an ESCO exclude or limit a General Contractor from being selected for the installations/improvements/renovations Projects during construction Phase?

Response: The selected ESCO(s) may not be excluded from self-performing any construction activities. The Program/Project/Contract may be subject to a Project Labor Agreement (PLA). ESCOs shall acknowledge familiarity with the requirements any PLA and its applicability to any Work under such a Contract; and shall comply in all respects with the PLA. Selected ESCOs planning on self-performing any construction activities must be in current good standing with any/all applicable Unions (ESCOs shall provide “Letters of Good Standing” from the applicable Unions as required).

RFI-11.

Question: Are MBE/WBE goals and associated firms limited to the subcontractors/professional consultancy firms that would support the analysis/design stage of the project- rather than eventual construction subcontractors or equipment/material manufacturers required for construction execution phase?

Response: As part of the response to the RFP, the ESCOs shall commit to the stipulated MBE and WBE goals listed in the RFP. The overall MBE and WBE goals are 32% aggregate. Following award, the MBE and WBE goals shall be confirmed by the ESCOs as part of any Task Order and/or Performance Contract. Any certified MBE/WBE firm will be provided credit for certified work performed during any stage of the process, and will receive credit toward the 32% goal. No, MBE/WBE goals are not limited to just the analysis/design stage of the project. The MBE/WBE aggregate goal of 32% will be applied to both analysis/design work as well as construction/installation stage of the RFP scope.

RFI-12.

Question: Can you please define “TELPA payments?”

Response: TELPA is a Tax-Exempt Lease Purchase Agreement.

RFI-13.

Question: Upon submission, will an email confirmation be provided?

Response: Yes. Respondents will receive a confirmation email confirming receipt of submission.

RFI-14.

Question: Tab 4: Describe the Respondent’s specific experience with projects with a 20-year guarantee term, including the date of the transaction closing, financing used, and interest rate. Are you looking for a list or a description?

Response: Respondents should describe their specific project experience as requested in the RFP.

RFI-15.

Question: Exhibit E: The required workers compensation and employers’ liability insurance level of \$1B per incident is referenced in Exhibit E. Is this mean to be \$1M?

Response: Yes. The Amount should be One Million (\$1M). Please refer to REVISED Exhibit E – Insurance Requirements included in this Addendum No. 1.

RFI-16.

Question: Tab 4, c. Identify the project name and location and contract value for all Illinois projects included within the above calculations. Does this count towards the fifteen page total? Can we attach as an Appendix?

Response: Yes. Respondents may attach an Appendix for Section 3 c "5-Year Summary of Contract Values" (Tab 4). The Appendix will NOT count toward the 15-page limit.

This Addendum includes the following attached Documents:

1. REVISED SCHEDULE A – Anticipated Cost Proposal Schedule
2. REVISED EXHIBIT E – Insurance Requirements

END OF ADDENDUM NO. 01

**REVISED SCHEDULE A – ANTICIPATED COST PROPOSAL SCHEDULE FOR
ENERGY PERFORMANCE ANALYSIS AND CONTRACTING SERVICES**

**Revised Anticipated Cost Proposal Schedule for PS3066
Energy Performance Analysis and Contracting Services**

Please note:

1. Pricing is required. Please include ALL personnel / services related to this RFP in addition to those listed below.

LINE #	DESCRIPTION OF PERSONNEL / SERVICES	Lump Sum Cost	Hourly Rate Cost
1	Energy Engineer	\$	\$
2	Senior Project Manager	\$	\$
3	Project Manager	\$	\$
4	Commissioning Authority	\$	\$
5	Construction Cost Estimating	\$	\$
6		\$	\$
7		\$	\$
8		\$	\$
9		\$	\$
10		\$	\$
11		\$	\$
12		\$	\$
13		\$	\$
14		\$	\$
15		\$	\$
16		\$	\$
17		\$	\$
18		\$	\$
19		\$	\$
20		\$	\$
21		\$	\$
22		\$	\$
23		\$	\$
24		\$	\$

Notes:

The Respondent's anticipated rates are for reference and will serve as a guide for Task Order reviews, negotiations, and approvals.

The Hourly Rate table provides various hourly rates for the staff who will work on the projects. The hourly rate shall include typical overhead (except the "Reimbursable Expenses") for each staff member such as driving to and from PBC job sites or meetings, cell phone and computer usage, vehicles, mileage, taxi cab fares, parking, tolls, insurance, marketing and any other costs incurred.

ESCOs are to identify any Annual Escalation Factor(s) during the first five (5) year term. ESCOs Escalation Factor(s) are subject to review, negotiation and approval by the PBC Representative.

The PBC reserves the right to modify, change, revise, and/or amend the above rates in accordance with the Contract Documents

EXHIBIT E

Insurance Requirements

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

E.1. INSURANCE TO BE PROVIDED:

E.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease.

E.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives, as well as any other required User Agency or Owner, must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

E.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives, as well as any other required User Agency or Owner, must be named as Additional Insured on a primary, non-contributory basis.

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

E.1.4. Professional Liability

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

Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with

the same terms herein. In the event that the subcontractor/subconsultant is performing geotechnical services, that subcontractor/subconsultant must maintain limits of not less than \$2,000,000 per occurrence subject to the same terms herein.

E.1.5. Property

The Consultant is responsible for all loss or damage to Commission, Board of Education of the City of Chicago, City of Chicago, any other User Agency, and/or Owner of property at full replacement cost. The Consultant 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 Consultant.

E.1.6. Valuable Papers

When any plans, designs, drawings, specifications, data, media, and documents are produced or used under the Agreement, Valuable Papers Insurance will be maintained in an amount to insure against any loss whatsoever, and will have limits sufficient to pay for the re-creation and reconstruction of such records.

E.1.7 Pollution Liability

Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives, as well as any other required User Agency or Owner, or others as may be required by the Public Building Commission of Chicago, as Additional Insured on a primary and non-contributory basis for on-going and completed operations.

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

ADDITIONAL REQUIREMENTS

The Consultant 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 Agreement, 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 Agreement. The Consultant must submit evidence of insurance to the PBC prior to Agreement award. The receipt of any certificate does not constitute agreement by the PBC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Public Building Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the PBC of any requirements for the Consultant to obtain and maintain the specified insurance. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide

insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the PBC retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

The Consultant hereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives.

If Consultant 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 insurance coverage and limits provided by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by The Public Building Commission of Chicago, the Board of Education of the City of Chicago, and/or the City of Chicago, do not contribute with insurance provided by the Consultant under the Agreement.

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

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK