

**PULLMAN FACILITY REPLACEMENT PROJECT:  
SITE AND BUILDING DEMOLITION**

**ADDENDUM NO. 2**

**FOR**

**Chicago Family Health Center  
9119 S. Exchange Avenue  
Chicago, IL 60617  
SMNG-A Project No. 1106**

**DATE:** September 23, 2011

**NOTICE OF CHANGES IN CONTRACT DOCUMENTS**

The following changes are hereby made in the Contract Documents. Insofar as the prior Contract Documents were inconsistent herewith, the changes mentioned hereinafter shall govern unless original language takes precedence according to the Order of Preference of Components of the Contract Documents.

**CHANGES TO TECHNICAL SPECIFICATIONS:**

1. Division 01 – General Requirements: Delete Section 011000, Summary, 9/9/2011, in its entirety and substitute Section 011000, Summary, 9/23/2011, 5 pages, attached.

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**SECTION 011000**

**SUMMARY**

**PART 1 - GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.
7. Miscellaneous provisions.
8. Insurance

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Pullman Facility Replacement Project for Chicago Family Health Center: Site and Building Demolition, SMNG-A Project No. 1106.

1. Project Location: 568-580 E. 115<sup>th</sup> Street, Chicago, Illinois 60628.

B. Owner: Chicago Family Health Center, 9119 S. Exchange Avenue, Chicago, Illinois 60617.

1. Owner's Representative: Roger Becker, Chicago Family Health Center, 9119 S. Exchange Avenue, Chicago, Illinois 60617, mobile phone: (312)485-4469.

C. Architect: SMNG-A Architects, Ltd, 936 W. Huron Street, Chicago, Illinois 60642.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Demolition and proper disposal of existing buildings, below-grade construction, utilities, and paving and the backfilling of resultant voids.

B. Type of Contract.

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1. Project will be constructed under a single prime contract.

### **1.4 ACCESS TO SITE**

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Limits: Confine construction operations to the Limits of Demolition boundary shown on the Site Demolition Plan.
  2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

### **1.5 COORDINATION WITH OCCUPANTS**

- A. Full Owner Occupancy: Owner will occupy site and building adjacent and immediately to the west of the Project site during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage of the adjacent site and building. Perform the Work so as not to interfere with Owner's day-to-day operations.
  1. Maintain access to existing walkways used by the adjacent site and building. Do not close or obstruct these walkways without written permission from Owner and approval of authorities having jurisdiction.
  2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

### **1.6 WORK RESTRICTIONS**

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work on the Project site to normal business working hours of 8:00 a.m. to 6:00 p.m., Monday through Saturday.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.

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- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruptions to Owner's current ongoing operations or to immediate neighboring properties with Owner.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

### 1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations and scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

### 1.8 INSURANCE

- A. If selected for the Work the Contractor shall provide Contractor's general liability and other insurance as follows:
  - 1. Workers' Compensation and Employer's Liability: Statutory Limits.
  - 2. Commercial General Liability Each Occurrence: \$1,000,000
  - 3. Commercial General Liability General Aggregate: \$3,000,000 by location or project
  - 4. Commercial General Liability Personal and Advertising Injury: \$1,000,000
  - 5. Commercial General Liability Products-Completed Operations Aggregate: \$3,000,000
  - 6. Automobile Liability Each Accident: \$1,000,000
- B. Insurance shall be written by an insurance company having an AMBest rating of A.VIII.

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- C. Contractor's Obligation to Insure for Bodily Injury Claims: If selected for the Work the Contractor shall provide insurance to cover claims and expenses, including costs of defense, asserted against the Owner, the Architect and their agents, employees and consultants for bodily injury, sickness, disease or death caused by an negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that: "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operation performed by or on behalf of the contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."
- D. Indemnity from Contractor Required in Construction Contract: If selected for the Work the Contractor, to the fullest extent permitted by law, shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this agreement.

In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Claims, damages, losses and expenses' as these words are used in this Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents.

Only to the extent necessary to prevent this provision from being void under Chapter 29, Illinois Revised Statutes, Chapter 61 entitled "Indemnification of person from person's own negligence-Effect-Enforcement", this indemnity agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence.

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**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 011000**