



**REQUEST FOR QUOTES (2023)**  
**Emergency Environmental Remediation**  
**Services**

**Thursday March 02, 2023**

**Tracey Scott, Chief Executive Officer**  
**Sheila Johnson, Deputy Chief of Procurement**

## PART 1 – GENERAL INFORMATION

### 1.1 Chicago Housing Authority

The Chicago Housing Authority (“CHA”) is a municipal not-for-profit corporation which provides homes to more than 63,000 households while supporting healthy communities in neighborhoods throughout the city. Designated a Moving to Work agency by the U.S. Department of Housing and Urban Development, CHA has used that flexibility to create innovative partnerships that expand choices and opportunities for the low-income families and individuals it serves.

### 1.2 Solicitation Purpose

The purpose of this Request for Quotes (“RFQ”) is to solicit quotes from licensed experienced asbestos and lead-based paint abatement and mold remediation contractors to perform emergency abatement in dwelling and non-dwelling units of the CHA, in accordance with current laws and regulations governing such removal and disposal.

**Please Note:** Respondents are responsible for reading this Request for Quotes and all exhibits, attachments, addendums, or amendments, in its entirety, as updates and revisions may be added. By submitting a response to this solicitation, the Respondent acknowledges that it has read the entire document and is responding with full knowledge of all terms, conditions, and requirements as set forth.

### 1.3 Solicitation Schedule

The following Schedule of Events represents CHA’s estimate of the timetable that will be followed in connection with this solicitation:

MILESTONES	DATE AND/OR TIME
RFQ Released	Thursday, March 02, 2023
Quote Due Date and Time	Friday, March 10, 2023, by 1:00 P.M. CST

CHA reserves the right, at its sole discretion, to adjust this Solicitation Schedule as it deems necessary. All agencies doing business with the Chicago Housing Authority must be a registered vendor. Registration can be completed via <https://supplier.thecha.org>.

### 1.4 Communications

All procurement actions facilitated by CHA will be conducted in an open, transparent, and competitive manner. CHA will consider with each transaction competitive pricing, quality of work, reputation, and referrals, and understanding of the solicited deliverables and/or requirements. CHA supports solicitation of quotes from all markets with no geographical preferences and to give qualified businesses, including those that are owned by minorities, women, and small business enterprises, opportunity to do business with CHA as Contractors and Subcontractors within CHA’s procurement policy and procedures.

To maintain a fair and impartial competitive process, CHA and any outside consultants assisting CHA with this solicitation shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. From the issue date of this RFQ until the final award is announced, Respondents are not allowed to communicate about this RFQ for any reason with any CHA staff and/or outside consultants assisting CHA with this solicitation except:

- Through the RFQ Point of Contact named below.
- As otherwise specified in this RFQ; and/or

- As provided by existing work agreement(s) (if any)

Prohibited communications includes all contact, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. CHA reserves the right to reject the quote of any Respondent violating this provision.

**The Point of Contact for this RFQ is:**

Teresa Lipsey, Senior Procurement Specialist  
Department of Procurement & Contracts  
Chicago Housing Authority  
60 E. Van Buren  
Chicago, IL 60605  
Phone: 312-913-7322  
Email: tlipsey01@thecha.org

**Questions must be submitted in via email to the above contact.**

**1.5 Amendments to the RFQ**

CHA reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, to waive informalities and technicalities, and to make other changes and modifications consistent with CHA's policies, and the laws and regulations governing HUD programs.

## **PART 2 – SCOPE OF WORK/STATEMENT OF WORK**

### **2.1 Scope of Work**

#### LEAD ABATEMENT

- a. The scope of lead abatement and technical specifications to be followed are contained in the document entitled "Technical Specifications for Lead-Based Paint Abatement Services", which is attached and is part of this RFQ. (See Attachment EXHIBIT C).

#### ASBESTOS ABATEMENT

- b. The scope of asbestos abatement and technical specifications to be followed are contained in the document entitled "Technical Specifications for Asbestos Abatement Services", which is attached and is part of this RFQ. (See Attachment EXHIBIT D).

#### MOLD REMEDIATION

- c. The scope of mold remediation and technical specifications to be followed are contained in the document entitled "Technical Specifications for Mold Remediation Services," which is attached and is part of this RFQ. (See Attachment EXHIBIT E).

#### **2.1.1 Statement of Work**

The Respondent must be capable of performing both asbestos and lead-based paint abatement and mold remediation. Each Respondent must provide the required information regarding each element in the Scope of Services, Respondents are advised that the dwelling and non-dwelling units may require any or all of the required abatement and remediation services described in this RFQ, but where the Selected Respondent is required to perform one or more of the required abatement or remediation services in a particular unit, the Selected Respondent may not charge the CHA additional mobilization and demobilization for such dwelling or non-dwelling units.

The CHA may award one or more contracts for a base period of (3) years.

#### **Pricing/Invoicing:**

All equipment supplies and materials must be provided by the Selected Respondent and included in the pricing. Proper licensing and insurance are required. Invoices should be submitted once a month for service rendered.

## 2.2 Performance of Work

Contract period shall be for twelve (12) months from the Effective Date of the contract. The Effective Date of the contract is the date on which the original contract is executed by CHA. The contract may be amended in writing from time to time by mutual consent of the parties.

## 2.3 RFQ Narrative Response

Each Respondent must submit a narrative response that addresses the scope of work described in Section 2.1 of the RFQ. Brevity with respect to responses is strongly encouraged. CHA will look favorably upon succinct and direct language. Emphasis should be placed on conformity to CHA's instructions, requirements of this RFQ, and completeness and clarity of content.

Quote responses shall be no more than ten (10) pages in length and shall be organized in the following structure:

### Cover Page

- A. Identify the name of the project
- B. Company name, address, and main telephone number
- C. Name and title of primary contact person with their direct contact information Team Identification
- D. Identify key staff who will complete the major tasks of this study
- E. Provide a clear statement indicating current workload and demonstrate the ability to take on additional work

### Approach & Work Plan

The Respondent shall submit a written statement describing the approach it will use to perform the scope of in the Technical Specifications (Attachments EXHIBIT C, EXHIBIT D AND EXHIBIT E ). The Respondent should include any contrasts in the ways it would approach the three (3) types of remediation projects. It is anticipated the Respondent will focus on integrated solutions and systemic solutions to the project challenges and not simply offer a reiteration of the Scope of Work described in this RFQ. Ingenuity and innovation will receive heightened consideration during the evaluation process.

### References

Respondents must provide references from at least three (3) organizations or clients that can address the Respondents' specific capabilities as they relate to the requirements of this RFQ, including company names, addresses, telephone numbers, email addresses, fax numbers and contact persons. Respondent will also list the timeframe of each project and list all uncompleted work.

### Financial Information

- A. Indicate whether any lawsuits or claims have been filed against the Respondent in the past five (5) years.
- B. Indicate whether any lawsuits or claims have been filed against the Respondent in the past five (5) years.

*Quote responses shall be no more than (10) pages in length, excluding resumes, Quote Form, Mandatory Forms, and any other applicable exhibits specifically requested by CHA within this solicitation. Use Arial font of not less than 11-point size throughout, including all titles, text and any footnotes or citations.*

## PART 3 – QUOTE SUBMISSION

### 3.1 Quote Submission Instructions

All quotes must be submitted on the Quote Forms provided by CHA (see **Exhibit B – Quote Form**). Failure to provide a quote for each item delineated on the Quote Forms may result in the quote being determined "non- responsive" and subsequently disqualified from consideration. Respondents

should insert the words "No Quote" in the space provided for any item for which no price is submitted. Quotes shall include all travel expenses, wages, supplies, and materials necessary to perform work under the terms and conditions of this RFQ. Unless otherwise specified herein, all prices shall be on a firm, fixed-price basis and are not subject to adjustment based on cost incurred. Any stipulations made to the Respondent's quote shall subject the quote to rejection. If the Respondent wishes to include additional information, the Respondent may do so with attachments. The CHA will not be accepting manual submissions at this time. All Respondents must submit an electronic proposal via email to the point of contact noted above.

**All Quote Responses Must Be Typed.**

Along with submission of the Quote Form, each Respondent must submit the following Mandatory Forms:

- **Exhibit A** - RFQ Narrative Responses
- **Exhibit B** - Quote Form ( Excel Format) – Attachment
- **Exhibit C** - Technical Specifications for Lead Abatement
- **Exhibit D** - Technical Specifications for Asbestos
- **Exhibit E** - Technical Specifications for Mold
- Qualification and Experience
- Contract Compliance Form
- Diversity Goals Utilization Plan

**The successful Respondent(s) will be required to submit mandatory CHA forms and affidavits within seven days of notice of award.** The mandatory forms will be forwarded to the successful Respondents prior to contract award. Forms should be completed, signed, and notarized where required or marked "not applicable" where appropriate. The mandatory forms are:

- Contractors Affidavit
- Letter of Intent M/W/DBE and/or Section 3 Business Concern
- Economic Disclosure Statement Form
- HUD-50071 - Certification of Payments to Influence Federal Transactions
- Required Insurance Certificate (see **PART 5 - INSURANCE**)

**Failure by the Respondent to provide such information within the allotted time will render the Respondent ineligible for award.**

## **PART 4 – EVALUATION OF QUOTE RESPONSES**

### **4.1 Quotes Evaluation Protocol**

The CHA will evaluate bids in response to this solicitation without discussions and will award a contract to the Respondent whose bid is responsive and conforming to the solicitation and will be advantageous to the CHA based on the qualifications, experience, and overall best value. Cost will not be the sole determinative factor.

CHA reserves the right to award this contract to one Respondent, to make multiple awards, and to accept a quote other than the lowest priced quote. CHA may reject any or all quotes if such action is in CHA's best interest, waive informalities and minor irregularities in quotes received, and award all or part of the requirements stated. Furthermore, CHA reserves the right to delete, add, or modify any aspect of this procurement through negotiations (if applicable) up until the final contract signing.

### **4.2 Evaluation Factors**

The CHA will evaluate bids based on the following factors:

- Price
- Best Overall Value (i.e., supplies, equipment, work plan)

- Service Availability

#### 4.3 Due Diligence

All procurement transactions shall be conducted only with responsible Respondent, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Where warranted and before awarding a contract, CHA shall review the proposed Respondent's ability to perform the contract successfully, considering factors such as the Respondent's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Respondent), and financial and technical resources. Respondents shall not be awarded to debarred, suspended, or ineligible Respondents. If a prospective Respondent is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective Respondent shall be advised of the reasons for the determination.

### PART 5 – INSURANCE

#### 5.1 Insurance Requirements

Prior to the commencement of the Agreement, Vendor/Contractor agrees to procure and always maintain during the term of contract insurance against claims for bodily injury or property damage claims which may arise from or in connection with performance of the work related to the contract and the results of that work or services provided by the Vendor/Contractor, its agents, representatives, employees, or subcontractors.

The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A: VII. General Liability. Coverage limits not less than \$1,000,000 per occurrence for bodily injury, personal, and property damage and \$2,000,000 general aggregate. CHA shall be included as an additional insured and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

**Commercial Auto Liability.** When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, coverage limits of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. CHA shall be included as an additional insured and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

**Workers' Compensation and Employer's Liability.** Coverage must be in accordance with the laws of the State of Illinois and endorsed with waiver of subrogation in favor of Chicago Housing Authority.

- Coverage A – Statutory Limits
- Coverage B - Employers Liability - \$500,000 bodily injury or disease each accident; each employee

**Contractor's Pollution Liability.** Required when the Scope of Work of the Contract covers working with or around hazardous materials. The Respondent's Pollution Liability policy shall be written on an occurrence basis (claims shall be made is not acceptable), covering any bodily injury, liability, and property damage liability, arising out of pollutants including, without limitation, hazardous materials such as asbestos, lead, PCBs for activities of the Contractor under or incidental to the Contract, including without limitation, transit of hazardous materials to a permanent disposal facility, activities by itself or by any of its subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. The CHA is to be endorsed as additional insured on the policy

and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

**Related Insurance Requirements.**

Prior to the issuing of the Notice to Proceed by the CHA, the Vendor shall submit a Certificate of Insurance via an email to the CHA Procurement Specialist, evidencing compliance with the insurance requirements set forth above. The Certificate of Insurance evidencing the required coverage shall be in force on the Effective Date of the Contract and continuously throughout the duration. The required documentation must be received prior to the commencement of work under this Agreement. Additional Insured status shall apply to all liability policies, with the exception of Professional Liability and Workers' Compensation. It is understood and agreed to by the parties hereto that Chicago Housing Authority, and others listed below shall be included as additional insureds on the general and auto liability policies and such insurance is primary to and will not seek contribution from any insurance, deductibles, self-insured retentions and/or self-insured programs held by Chicago Housing Authority.

**Certificate Holder:** Chicago Housing Authority  
60 E Van Buren  
Chicago, IL 60605

**Additional Insureds:** Collectively referred to as the "Additional Insureds" shall include Chicago Housing Authority, Chicago Housing Administration, LLC; and/or other Partnership, Limited Liability Company as established by CHA; its respective commissioners, board members, officers, directors, agents, property management firms, construction management firms, agents, employees, vendors, invitees, and visitors.

**Primary Coverage:** For any claims related to this Agreement, the Vendor's insurance coverage shall be the primary policy. The Vendor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and shall not contribute with insurance provided by the Vendor.

Renewal Certificates of Insurance shall be received by the Procurement and Contracts Department prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. At the CHA's option, non-compliance will result in (1) all payments due the Contractor being withheld until the Contractor has complied with the Agreement; or (2) the Contractor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Contractor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

The Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Authority from liabilities that might arise out of the performance of the work under this Agreement by the Vendor, Contractor, Consultants, or Subcontractors. The Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Vendor is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain sufficient insurance.

**PART 6 – ADMINISTRATIVE TERMS AND CONDITIONS**

**6.1 Required CHA Vendor Registration**

In order to do business with CHA, Respondent must be a registered vendor prior to submitting a response. If Respondent has already registered with CHA, the Respondent's (Vendor) profile must

be up to date.

Respondent is responsible for contacting their local authorities to ensure that Respondent has complied with all laws and is authorized and/or licensed to do business in the Territory. All applicable fees associated therewith are the responsibility of Respondent now or hereafter in effect during the contract. Respondent

and its employees, agents and subcontractors shall also comply with all Federal, State and local laws regarding business permits and licenses that may be required to carry out the services performed under the contract.

**6.2 Acceptance Period**

All Respondents submitting a quote must agree to honor the terms and conditions contained herein for a period of one hundred twenty (120) days.

**6.3 Quote Signature**

The person signing the Quote Form must be a person authorized to bind the Respondent contractually. Unsigned offers will be rejected. Unsigned offers cannot be signed after the quote has been received.

**6.4 Ownership of Documents**

All work products generated, prepared, assembled, and provided to CHA pursuant to this RFQ become the property of CHA upon receipt. Work products include but are not limited to reports, memoranda, data, survey responses, presentations, and other materials of any nature, or information related to any of the foregoing, which are or were generated in connection with the scope of services described in the contract. Respondents shall not copyright, or cause to be copyrighted, any portion of any document submitted to CHA as a result of this RFQ.

**6.5 Rejection of Quotes**

CHA may reject any or all quotes. Action to reject all quotes shall be taken only for unreasonably high prices, error in the solicitation, cessation of need, unavailability of funds, failure to secure adequate competition, or any other reason deemed appropriate by CHA.

**6.6 Contractor Status**

The Contractor shall be an independent Contractor and will not be an employee of CHA.

**6.7 Funding Limitations**

This procurement may be funded, in whole or in part, by grant funds provided by the U.S. Department of Housing and Urban Development ("HUD"). CHA will not be bound to any contract if funding has been disallowed by HUD.

**6.8 Taxes**

CHA is exempt from sales tax. The Contractor agrees to pay all taxes incurred in the performance of an awarded contract. Freight, handling costs, and taxes shall not be charged to the CHA.

**6.9 Advertising**

Respondent agrees not to use the fact of or the results from submission of a quote as a part of any commercial advertising. CHA does not permit the use of CHA's relationship with an entity of purposes of marketing efforts unless CHA specifically agrees otherwise.

**6.10 Government Restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify CHA in writing specifying the regulation which requires an alteration. CHA reserves the right to accept any such alteration, including any reasonable price



adjustments occasioned thereby, or to cancel the contract at no expense to CHA.

**6.11 Compliance & Law**

The Respondent shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity programs, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons (as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning the abatement and remediation of asbestos and lead-based paint, and shall provide for such compliance in the contract documents. To the extent the work required under this contract is related to development, Respondentshall further comply with the applicable Annual Contributions Contract (ACC) related to such development. To the extent such work is related to a mixed finance development, Respondent shall comply with the provisions of 24 CFR ' 941.208. The Respondent shall obtain, at Respondent's expense, such permits, certificates, and licenses as may be required in the performance of the work specified.

RFQ (2023) Emergency Environmental  
Remediation Services)

**Response Questionnaire**

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**Cover Page**

- 6.11.1 Identify the name of the project
- 6.11.2 Company name, address, and main telephone number
- 6.11.3 Name and title of primary contact person with their direct contact information Team Identification
- 6.11.4 Provide a clear statement indicating current workload and demonstrate the ability to take on additional work.

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**Response Questionnaire**

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**Approach & Work Plan**

- A. Written narrative based on the understanding of the project goals and objectives.
- B. Work plan and draft project schedule identifying major project tasks, scope of work, meetings, City responsibilities, and deliverables for each task.

**RFQ (2023) Emergency Environmental  
Remediation Services)**

**Response Questionnaire**

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**References**

- A. Respondents must provide references from at least three (3) organizations or clients that can address the Respondents' specific capabilities as they relate to the requirements of this RFQ, including company names, addresses, telephone numbers, email addresses, fax numbers and contact persons.
- B. Respondent will also list the timeframe of each project and list all uncompleted work.

**RFQ (2023) – Emergency Environmental  
Remediation Services**

**ALL QUOTE SUBMISSIONS ARE SUBJECT TO REVIEW FOR COMPLETENESS, ACCURACY, AND COMPLIANCE WITH ALL TERMS AND CONDITIONS PROVIDED IN THE RFQ. PRICING MUST BE SUBMITTED ON THE QUOTE FORM WITHOUT CONDITIONS. ANY CHANGES, MODIFICATIONS, ADDITIONAL TERMS AND CONDITIONS, EXCEPTIONS OR OTHER REVISIONS TO THIS RFQ, INCLUDING THE QUOTE FORM, OR FAILURE TO COMPLETE ALL REQUIRED INFORMATION, MAY CAUSE THE QUOTE TO BE DEEMED NON-RESPONSIVE.**

Quotes shall include all travel expenses, wages, supplies, and materials necessary to perform work under this Request for Quotes' terms and conditions. Unless otherwise specified herein, all prices shall be on a firm, fixed-price basis and are not subject to adjustment based on cost incurred. Any stipulations made to the Respondent's quote shall subject the offer to rejection.

**1. Completion of open cells in Quote Form:**

Respondent is responsible for electronically entering information into the open cells in Quote Form in the Excel spreadsheet. Respondent must complete all open cells in the following fields:

- Bidder's Unit Price (column D)

**2. Signature:**

The Quote Form must include a printed name, signature, title, telephone number and e-mail address of an authorized representative of the Respondent.

\_\_\_\_\_ (CORPORATE NAME ATTACHED  
TO FEDERAL TAX ID NUMBER) has thoroughly read RFQ (2023) - Emergency Environmental Remediation Services and  
all associated Addenda (if applicable) and can provide the services as described at the offer submitted on this Quote Form.

**CONTACT INFORMATION FOR CORPORATE OFFICIAL AUTHORIZED TO BIND RESPONDENT**

DATE	
CORPORATE OFFICIAL NAME	
CORPORATE OFFICIAL TITLE	
CORPORATE OFFICIAL E-MAIL ADDRESS	
COMPANY PHONE NUMBER	
COMPANY ADDRESS	
CORPORATE OFFICIAL SIGNATURE	

## EXHIBIT C

### ENVIRONMENTAL REMEDIATION SERVICES AUTHORITY-WIDE TECHNICAL SPECIFICATIONS FOR LEAD-BASED PAINT ABATEMENT SERVICES

#### 1.02 SCOPE

- A. The primary focus of this work is for a qualified contractor to perform lead-based paint (LBP) abatement at CHA's dwelling units and facilities. LBP abatement will vary from one dwelling unit to another and does not include repair or replacement of building components and fixtures removed during abatement; abatement work required in one or more dwelling units will be detailed in a scope of work to be provided later, after contract award, by CHA. Work may include the removal of building components, encapsulation, enclosure, and chemical stripping. Work also includes repainting of areas disturbed by the abatement process, including chemically/heat-stripped areas. Upon receipt of a written scope of work from CHA, contractor must furnish all labor, materials, tools, equipment, and incidental items required to properly complete all work specified herein, including but not necessarily limited to the following:
1. Preparation of work area, to contain lead dust, leaded wastes, etc., where LBP abatement is to take place.
  2. Abatement of paint, architectural components, substrates, or other lead-bearing items identified as having lead-based paint (lead content equal to or above 1.0 mg/cm<sup>2</sup> or 0.5% by weight) including pre-cleaning, moving of furnishings, establishing regulated areas, isolating the work areas, protection of adjacent surfaces, containment when required, cleanup and decontamination to the specified clearance levels, proper packaging and disposal of wastes, and all other steps necessary to complete the scope of work.
  3. Protection of workers, tenants, and passers-by from exposure to lead dust, paint chips, leaded waste, etc.
  4. Protection of interior areas to prevent contamination by lead dust/debris generated by exterior abatement work.
  5. Testing of leaded wastes to determine whether they are hazardous or non-hazardous waste for disposal purposes.
  6. Packaging, transport, and disposal of leaded wastes, in accordance with Federal, State and local regulations; provide waste dumpsters as necessary.
  7. Clean up of abatement area until clearance criteria are met.
  8. Repair or replacement of damaged surfaces, fixtures, or furnishings to restore them to their pre-existing condition to the satisfaction of

## EXHIBIT C

### ENVIRONMENTAL REMEDIATION SERVICES AUTHORITY-WIDE TECHNICAL SPECIFICATIONS FOR LEAD-BASED PAINT ABATEMENT SERVICES

the Owner's Representative.

9. Furnishing of documentation to CHA concerning the abatement including daily logs, daily listing of workers, personnel protection used, copies of workers' licenses and training certifications, waste manifests of hazardous and non-hazardous wastes, components abated, quantities of components abated, method of abatement, materials used, labor and material costs associated, apartment number, address, development name, dates (period) of abatement, results of clearance tests from testing firm. This documentation shall be in the form of a report for each unit abated and must be submitted to CHA prior to requesting payment.

#### 1.03 **SUBMITTALS**

CHA may require additional submittals at any time, from the contractor.

##### A. LEAD ABATEMENT SUBMITTAL LIST

1. Lead abatement contractor is responsible for the following documentation. Submittal documentation shall be provided to CHA for review upon request and/or at project completion.
  - a. Authorization to proceed (receipt of Notice-to-Proceed Letter) from CHA.
  - b. Tentative work plan and schedule for a particular project.
  - c. Written notification to Illinois Department of Public Health.
  - d. Written Notification to CDPH.
  - e. Evidence that all Contractor employees in the work areas are licensed, trained and accredited in accordance with OSHA, NESHAP, and EPA MAP requirements:
    - 1) Current certificates of lead worker's training, from a qualified training provider, for workers to be assigned on the project.
    - 2) Current lead worker licenses from the Illinois Department of Public Health.
    - 3) Current physician's written opinion
    - 4) Current respirator fit test data.
  - f. Copy of OSHA Exposure Assessment, if available.
  - g. OSHA compliance air monitoring records generated during the project.
  - h. Waste Shipment Documentation prepared and signed by landfill Owner.
    - 1) Name of Waste Transporter.
    - 2) Name and Location of Disposal Site.
    - 3) Toxic Characteristic Leaching Procedure (TCLP) tests



## EXHIBIT C

### ENVIRONMENTAL REMEDIATION SERVICES AUTHORITY-WIDE TECHNICAL SPECIFICATIONS FOR LEAD-BASED PAINT ABATEMENT SERVICES

- required (i.e., only 8 RCRA metals, etc.).
- i. Documentation of physical examinations for lead workers. Information shall include:
    - 1) Signature of licensed physician with typed name.
    - 2) Clear and legible copies.
    - 3) Statement that worker can wear a respirator.
    - 4) OSHA required medical monitoring.
    - 5) Receipt of medical documentation is not to be construed to mean that the CHA has certified that Contractor's employees are fit to work.
    - 6) Certification of baseline blood lead level, within a month before the start of work, from a healthcare provider.
  - j. Respiratory Protective Devices:
    - 1) List of NIOSH approvals.
    - 2) Manufacturers' certification of filter capabilities for all cartridges and filters. Also stamp of approval by MSHA.
  - k. Respirator Fit Test:
    - 1) Documentation of fit tests passed by contractor's employees and/or agents.
    - 2) Fit testing shall be in accordance with OSHA requirements.
  - l. MSHA and manufacturer's certification of HEPA Vacuums, Negative Air Pressure equipment, and other exhaust ventilation equipment in accordance with ANSI Z 9.2-79, as appropriate.
  - m. Rental Equipment (if used):
    - 1) Provide written notice to rental company concerning use of equipment.
  - n. Material safety data sheets for chemicals and materials to be used, including:
    - 1) Encapsulants
    - 2) Paint Strippers
    - 3) Replacement Products
    - 4) Drywall
    - 5) Plywood
    - 6) Tri-sodium phosphate equivalent
  - o. Drawings of decontamination, waste load out, enclosure and barriers.
  - p. Respiratory Protection Program
  - q. Hazard Communication Program
2. Prior to beginning work, the Contractor shall submit required notifications to applicable regulatory agencies. The Contractor shall provide copies of all regulatory notices to the CHA within 24

## EXHIBIT C

### ENVIRONMENTAL REMEDIATION SERVICES AUTHORITY-WIDE TECHNICAL SPECIFICATIONS FOR LEAD-BASED PAINT ABATEMENT SERVICES

hours of sending such notices to the regulatory authority. The Contractor shall not begin a project until such notices are provided to the CHA.

#### B. WEEKLY ABATEMENT SUBMITTAL LIST

1. Lead Abatement contractor to submit to the CHA the following documentation on a weekly basis during abatement activities, as appropriate:
  - a. Job Progress Reports.
  - b. Transport Manifests and Disposal Receipts.
  - c. Work Site Entry Logs.
  - d. Filter Change Logs.
  - e. Air Sampling Results in Compliance with OSHA.
  - f. Lead Worker License Log, including:
    - 1) Employee Name.
    - 2) Work Dates.
    - 3) IDPH license number/expiration date

#### C. WORKER TRAINING

1. Submit certificates for each employee stating that the employee has received training regarding lead-based paint abatement by a qualified training entity.
2. The training program shall include the following topics:
  - a. The purpose of the program.
  - b. Cleaning protocols.
  - c. Work site rules.
  - d. Chain of command.
  - e. Health effects of lead.
  - f. The content of the OSHA lead standard 29 CFR 1910.1025 and its appendices.

## EXHIBIT C

### ENVIRONMENTAL REMEDIATION SERVICES AUTHORITY-WIDE TECHNICAL SPECIFICATIONS FOR LEAD-BASED PAINT ABATEMENT SERVICES

- g. The purpose, proper selection, fitting, use and limitations of respirators.
- h. The purpose and a description of the medical removal protection program. This should include information concerning the adverse health effects associated with excessive exposure to lead with particular attention to the adverse reproductive effects on both males and females.
- i. The hazards to the fetus and additional precautions for employees who are pregnant.
- j. Engineering controls and work practices associated with the employee's job assignment.
- k. The content of any compliance plan in effect.

#### D. HAZARDOUS WASTE MANAGEMENT

- 1. If TCLP testing called for in paragraph 1.03, A., 1., c., 3., reveals that disposal of hazardous waste will be necessary; Contractor shall submit a Hazardous Waste Management Plan within 30 calendar days after award of contract for CHA's approval. The Hazardous Waste Management Plan shall comply with applicable requirements of federal, state, and local hazardous waste regulations and address:
  - a. Identification and testing of hazardous wastes associated with the work.
  - b. Estimated quantities of wastes to be generated and disposed of.
  - c. Names and qualifications of each contractor that will be transporting, storing, testing, and disposing of the wastes. Include the facility location and a 24-hour point of contact. Furnish two copies of EPA State and local hazardous waste permits and EPA Identification numbers.
  - d. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.
  - e. List of waste handling equipment to be used in performing the work, to include cleaning, volume reduction, and

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transport equipment.

- f. Spill prevention, containment, and cleanup contingency measures to be implemented.
- g. Work plan and schedule for waste containment, removal and disposal. Wastes shall be cleaned up and containerized daily.
- h. Cost for hazardous waste disposal according to this plan.
- i. HAZWOPER training certificates for workers.

#### **1.04 RESPIRATORY PROTECTION PROGRAM**

- A. Respiratory protection shall be worn in accordance with all applicable regulations referenced in Laws, Regulations and Standards specified elsewhere in this Section.
- B. Contractor shall establish and implement a respiratory protection program as required by 29 CFR 1910.

#### **1.05 SAFETY AND HEALTH COMPLIANCE**

- A. In addition to the requirements of this specification, contractor must comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding removing, handling, storing, transporting, and disposing of lead waste materials. Contractor must comply with the applicable requirements of the current issue of 29 CFR 1910. Submit any matter regarding interpretation of standards to the CHA or its agents for resolution before starting work. Where specification requirements and the referenced documents vary, the most stringent requirement shall apply. The following local laws, ordinances, criteria, rules and regulations regarding removing, handling, storing, transporting, and disposing of lead-contaminated materials apply:
  - 1. Illinois Title 35, Environmental Protection Subtitle G. Waste Disposal
  - 2. Illinois Title 35, Environmental Protection Subtitle B, Air Pollution
  - 3. Illinois Lead Poisoning Prevention Code, 77 Ill. Administrative Code 845

#### **1.06 REGULATORY REQUIREMENTS:**

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- A. Contractors shall maintain compliance with all applicable current laws, regulations, and standards including, but not limited to those listed below which are incorporated by reference:
1. 410 ILCS 45: Illinois Lead Poisoning Prevention Act
  2. 7-4-110 & 7-4-120: Municipal Code of the City of Chicago
  3. 77IAC845: Illinois Lead Poisoning Prevention Code (Revision 8/1/2000)
  4. 29 CFR 1910: US OSHA General Industry Standards
  5. 29 CFR 1926: US OSHA Construction Standards
  6. 40 CFR Part 61: US EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP)
  7. 40 CFR Part 261: Identification and Listing of Hazardous Waste (Resource Conservation and Recovery Act, RCRA)
  8. 40 CFR Part 745: EPA Requirements for Lead-Based Paint Activities in Target Housing and Child-Occupied Facilities; Renovation, Repair and Painting (RRP) Lead Safe Program
  9. U. S. Department of Housing and Urban Development, Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, July 2012, and subsequent amendments thereto.
- B. Regulatory changes shall be incorporated on their effective date. Contractors shall reflect these changes in ongoing projects without any additional notice or cost to CHA.

#### 1.07 REFERENCES/DEFINITIONS

- A. Specified Standards, in effect at date of bidding documents, are hereby incorporated by reference to the same extent as if they were included herein in full. The Standards, or cited portions thereof, govern all lead work.
1. ANSI - American National Standards Institute, 1430 Broadway, New York City, NY 10018
  2. ASTM - American Society for Testing and Materials, 1916 Rice Street, Philadelphia, PA 19103
  3. NIOSH - National Institute for Occupational Safety and Health, Room 3007, CDC NIOSH Building JNE Atlanta, GA 30333
  4. OSHA - Occupational Safety and Health Administration, 200 Constitution Avenue, Washington, DC 20210
  5. USEPA - United States Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460
  6. IEPA - Illinois Environmental Protection Association, Illinois EPA, Division of Air Pollution Control and Division of Solid Waste Management, P. O. Box 19276, Springfield, IL 62794-9276 (217)

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785-1743

7. MSHA - Mine Safety & Health Administration
8. IDPH- Illinois Department of Public Health, 525-25 W. Jefferson Street, Springfield, IL 62761

#### 1.08 PERSONAL PROTECTION

- A. The Contractor/Subcontractor shall verify that his/her employees are protected in accordance with all applicable Federal, State, city and local standards.
- B. Personal Protection Equipment (PPE) shall be worn by all persons, when working at the work site, and shall include disposable full body suits with hoods and shoe covers. Tyvek or similar disposable suits may be worn only once and must be disposed in accordance with the Waste Disposal requirements in this Section.
- C. Abatement and clean-up personnel shall have received lead paint medical screening and shall be physician certified to work in accordance with applicable OSHA regulations.

#### 1.09 CONTROL OF ACCESS

- A. Any individual/resident may not enter or remain in the work area while work is in progress unless that person is:
  1. The owner of the building or the owner's designee.
  2. The Contractor/Subcontractor engaged in lead abatement procedure and his/her employees.
  3. A State, County, City, or local enforcement official or his/her designee.
- B. The resident(s) may occupy the apartment during construction except for the immediate work area(s), which is defined as the room(s) where lead abatement is taking place.

#### 1.10 SIGNS

- A. CAUTION SIGNS

At each separate work area, the Contractor or Subcontractor performing the abatement procedure shall display a caution sign in the following manner, wherever the treatment process is expected to break or disturb any lead-containing substances:

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1. The Contractor/Subcontractor shall post signs immediately outside all entrances, exits, and/or cordoned-off work areas in accordance with OSHA rules.
2. The Contractor or Subcontractor shall keep the signs posted during any demolition, abatement, and clean-up as described in this specification.
3. The Contractor or Subcontractor shall verify that the signs required by item 1, meet the following description:
  - a. The sign is at least 20" by 14" and states the date and location of the lead abatement project.
  - b. The sign includes the phrase, "Caution Lead Hazard, Do Not Remain in Work Area Unless Authorized" in bold lettering at least 2 inches high.

#### 1.11 RECORDS

- A. The Contractor shall retain records for 6 years.
- B. The Contractor shall provide project location, contractor contact information, starting and completion dates of the abatement work, and disposal site information.
- C. The Contractor shall submit a detailed summary of the techniques used to comply with the work specified in these specifications.
- D. The Contractor/Subcontractor shall submit a list identifying all components where lead work was conducted and include type of substrate, location and abatement method.

#### 1.12 INSURANCE

Refer to base RFP document

#### 1.13 RESPONSE TIME

- A. Normal Response: Contractors shall be able to respond to a normal work request from CHA staff within 24 hours of such request. Unit costs stipulated in the contract will apply for work performed Monday through Friday between 8:00 a.m. to 4:00 p.m. A supervisor and remediation worker surcharge rate (difference between the overtime and regular work hour costs) as stipulated in the contract will be applicable for work

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performed after 4:00 p. m. or weekends.

- B. Emergency Response: Contractor shall be able to respond to an emergency work request from the CHA staff within 4 hours of such request. Emergency requests may be made verbally or in writing after normal business hours, during weekends and holidays. For work performed after normal business hours, during weekends and holidays, a supervisor and remediation worker surcharge rate (difference between the overtime and regular work hour costs) as stipulated in the contract will be applicable.

## PART 2 - PRODUCTS/EQUIPMENT

### 2.01 LEAD ABATEMENT EQUIPMENT AND MATERIALS

#### A. EQUIPMENT

All equipment shall at least conform to minimum industry standards. The contractor shall furnish clean personal protective equipment as necessary to CHA and other regulatory agency inspectors visiting work site.

##### 1. PROTECTIVE

The contractor shall furnish personnel who may be exposed to lead-contaminated dust with appropriate disposable protective whole-body clothing, head covering, gloves, and foot coverings. Contractor is fully responsible for complying with OSHA rules for other Safety equipment such as hard hats, safety harnesses, eye protection, gloves, footwear, and any other safety devices used on the site.

##### 2. RESPIRATORS

The contractor shall furnish appropriate respirators approved by NIOSH, for use in atmospheres containing lead dust. Respirators shall comply with all applicable regulations and standards.

##### 3. NEGATIVE AIR MACHINES

Negative air machines shall provide HEPA filtration and conform to ANSI Z9.2 fabrication criteria.

##### 4. TOOLS

- a. Shovels and scoops shall be suitable for use in a plasticized



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containment. Plastic or rubber models are preferred, but metal shovels are acceptable when used with care to prevent damage to poly sheeting and permanent surfaces. Appropriate tape may be applied to the leading edges to aid in poly damage prevention.

- b. Scrapers, wire and bristle brushes, utility knives and other hand tools shall be of good quality and suitable for the intended uses. The Contractor shall keep an ample supply on hand for the completion of the work.
- c. Power tools such as, but not limited to, saws, pneumatic chisels, brushes, sanders, and needle guns shall be equipped with shrouds and HEPA-filtered local exhaust systems to capture released particles. Needle Guns may be used only for metallic substrates instead of chemical stripping.

#### 5. RENTAL EQUIPMENT NOTIFICATION

If rental equipment is to be used during lead-containing paint handling and disposal, the contractor shall notify the rental agency in writing concerning the intended use of the equipment. Furnish a copy of the written notification to the CHA.

#### B. MATERIALS

Installed materials which become a part of the work such as, but not limited to, primers, paints, surfacing compounds, and other surface coverings or finishes shall be new unless specified otherwise, of good quality, non-lead-bearing, and shall conform to the respective installation specification sections.

1. Poly sheeting for all applications shall be 6 mil nominal thickness for all applications.
2. Tape shall be 2" or 3" tape suitable for joining poly seams and attaching poly sheeting to surfaces.
3. Spray adhesives shall be non-flammable and free of methylene chloride solvents.
4. Chemicals used for LBP removal and cleanup shall be free of methylene chloride solvents. The chemicals shall be low-odor and free of volatile compounds.
5. Disposal bags shall be 6 mil were used for single-bagging, and minimum 4 mil were used for double-bagging.
6. Disposable suits, hoods, and foot coverings shall be TYVEK or similar.
7. Solvents shall be compatible with any primers, paints, coatings, or other surfacing materials to be installed following their use.
8. Cleaning solutions shall cause lead to chelate, precipitate, or otherwise effectively release lead from surfaces. Cleaning solutions shall not

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leave residue on surfaces to be painted.

9. Enclosure products shall conform to the following:
  - a. Drywall, at least 3/8 inch thick.
  - b. Wood paneling, good quality, at least 3/8 inch thick.

## PART 3 - EXECUTION

### 3.00 ABATEMENT PROCEDURES

- A. The following procedures as outlined in the HUD Guidelines, June 2012, shall be followed.
  1. Resident Protection and Worksite Preparation, Chapter 8
  2. Worker Protection, Chapter 9
  3. Abatement, Chapter 12
- B. The scope of work at the affected dwelling units to be abated shall be obtained by contractor from staff of the Capital Construction Department. Work shall be on "as-required" basis and may consist of abatement in only one unit or several units at a time.

### 3.01 REPLACEMENT OF BUILDING COMPONENTS

- A. Procedures outlined in Chapter 12 of the HUD Guidelines, Abatement, shall be followed by the contractor when replacing leaded building components.
- B. In addition, building component removal procedures are outlined in item 3.05, Exterior Window Removal; Item 3.06, Interior Window Removal; and item 3.07, Door and Door Frame Removal.

### 3.03 ENCLOSURE OF LEADED COMPONENTS

- A. The contractor shall stamp, label, or stencil all lead-based painted surfaces that will be enclosed with a warning approximately every 2 feet both horizontally and vertically on all components. The warning shall read: "Danger" Lead-Based Paint". Deteriorated paint should be removed via wet scraping (Section 3.08, 2,b) from the surface to be enclosed.
- B. The contractor shall select a Worksite Preparation Level depending on size of surface (s) needing work, type of hazard control methods to be used, extent of existing contamination, building layout, vacancy status of dwelling, types of worker protection needed, the need for other construction or abatement work. (REFER TO HUD Guidelines, Chapter 8 - 13).

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- C. The contractor shall attach a durable drawing sheet to the utility room or closet showing where lead-based paint has been enclosed in the dwelling.
- D. The contractor shall plan for annual monitoring of the enclosure by the owner. An independent inspector, technician or risk assessor shall evaluate the integrity of the enclosure according to the reevaluation schedule and after any significant damage due to plumbing, roof leaks, tornadoes, hurricanes, floods, and earthquakes, etc.
- E. The contractor shall repair unsound substrates and structural members that will support the enclosure, as necessary.
- F. The contractor shall select appropriate enclosure material (drywall or fiberboard, wood paneling, laminated products, ridged tile and brick veneers, vinyl, aluminum, or plywood):
1. Verify that the depth of the trim will accommodate the thickness of the drywall (minimum of 3/8 inch preferred).
  2. Set up the plastic containment of the work area
  3. Remove any trim being disposed of, and install the drywall over any cavity left by the removed moldings, except large cavities over 16 inches in any direction. Repair any structural deficiencies.
  4. Repair or remove any "soft" wall areas. Removal of painted plaster generates a great deal of leaded dust.
  5. Use construction adhesive to glue the drywall directly to the surface being enclosed.
  6. Screw the drywall to the studs behind the existing wall.
    - Caulk all seams that meet molding.
  7. Use extension rings to bring out electrical devices flush with the new gypsum-based drywall and retrofit and HVAC registers.
    - Caulk all seams
  8. Tape and finish the drywall.
  9. Prime and paint the finished area, as well as the unenclosed surfaces in the same room so that all walls match the new installation. (Refer to specifications and recommendations from the Gypsum Association.)
- G. The contractor shall install extension rings for all electrical switches and outlets that will penetrate the enclosure.
- H. The contractor shall, if enclosing floors, remove all dirt with a HEPA vacuum to avoid small lumps in the new flooring.
- I. The contractor shall seal and back-caulk all seams and joints. Back-caulk means applying caulk to the underside of the enclosure.

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- J. The contractor shall, when installing enclosures directly to a painted surface, use adhesive and then anchor with mechanical fasteners (nails or screws).
- K. The contractor shall conduct cleanup of the work area and all adjacent areas.
- L. The contractor shall coordinate with the CHA-provided certified risk assessor or inspector technician to conduct clearance testing and provide documentation and a Statement of Lead-Based Paint Compliance.

#### **3.04 ENCAPSULATION OF LEADED COMPONENTS**

For this method of abatement, Contractor shall follow the procedures and requirements of Chapter 13, Encapsulation, of the HUD Guidelines. Prior to surface encapsulation the contractor should submit patch tests documentation to the CHA for review and approval.

- A. The contractor shall determine if encapsulants can be used. The Contractor shall not encapsulate the following surfaces:
  - Friction surfaces, such as window jambs and door jambs.
  - Surfaces with substrates or existing coatings that have a high level of deterioration.
  - Surfaces in which there is a known incompatibility between two existing paint layers.
  - Surfaces that cannot support the additional weight stress of encapsulation due to existing paint thickness.
  - Metal surfaces that are prone to rust or corrosion.
- B. The contractor shall conduct field tests of surfaces to be encapsulated for paint film integrity.
- C. The contractor shall consider special use and environmental requirements (e.g., abrasion resistance and ability to span base substrate cracks).
- D. The contractor shall examine encapsulant performance test data supplied by the Manufacturer. The Contractor shall conduct at least one test patch on each type of building component where the encapsulant will be used.
- E. The contractor shall, for both nonreinforced and reinforced coatings, use a 6 by 6 - inch test patch area. Prepare the surface in the manner selected for the complete job. Prepared surfaces for patch testing should be at least 2 inches larger in each direction than the patch area.

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- F. The contractor shall, for fiber-reinforced wall coverings, use a 3 - by 3 - inch patch. For rigid coatings that cannot be cut with a knife, use a soundness test.
- G. The contractor shall, for liquid coating encapsulants, allow coating to cure and then visually examine it for wrinkling, blistering, cracking, bubbling, or other chemical reaction with the underlying paint. For all encapsulants, carryout the appropriate adhesion tests.
- H. The contractor shall document the results of all patch tests.
- I. The contractor shall develop job specifications.
- J. The contractor shall implement a proper Worksite Preparation Level (Refer to HUD Guidelines, Chapter 8).
- K. The contractor shall repair all building components and substrates as needed, e.g., caulk cracks and repair sources of water leaks.
- L. The contractor shall properly prepare surfaces, by removing all dirt, grease, chalking paint, mildew and other surface contaminants, remnants of cleaning solutions, and loose paint. All surfaces should be deglossed, as needed.
- M. The contractor shall ventilate the containment area whenever volatile solvents or chemicals are used.
- N. The contractor shall, during encapsulant application or installation, monitor temperature and humidity. For liquid coatings, monitor coating thickness to verify that the encapsulant manufacturer's specifications are met.
- O. The contractor should conduct cleanup of the area and advise the CHA of required clearance testing (wipe sampling).
- P. The contractor shall maintain records on the exact locations of encapsulant applications, concentration of lead in the paint underneath the encapsulant, patch test specifications and results, product names, contractors, and date of application or installation, along with a copy of the product label and a material safety data sheet (MSDS) for the product.

#### **3.05 EXTERIOR WINDOW REMOVAL**

The following procedures are applicable for work in apartments on lower floors, which can be reached by ladder from the exterior, and if removal is feasible from the exterior of the building.

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- A. The contractor shall, from the inside, HEPA vacuum and wash (with a tri-sodium phosphate (TSP) substitute solution for this purpose) the window components to capture as much lead dust as possible.
- B. The contractor shall apply a water spray on the leaded window components to reduce, to the greatest extent possible, the lead dust that would be generated when the lead-based paint surfaces are disturbed during removal.
- C. The contractor shall place polyethylene sheeting, 6-mil thick, on the ground, extending out from the foundation at least 5 feet and an additional 5 feet per story to a maximum of twenty feet. The polyethylene sheet shall be secured at the foundation by placing weights on it. The edges of the polyethylene sheet shall be elevated at all sides to trap all the water and debris.

The contractor shall remove as much of the surface polyethylene sheet as practical at the end of each workday. Weather can create problems in the exterior containment. For example, high winds could cause the polyethylene sheet to become torn or insecure, allowing dispersal of lead dust. If there is any doubt about the ability of the polyethylene sheet to remain intact overnight, it should be removed. If the polyethylene sheet is left in place, barricades must be erected to keep children and others away.

The contractor shall designate secure area(s) and limit access.

- D. The contractor shall secure polyethylene sheeting to the wall on the inside of the window to attempt to prevent lead dust from contaminating the interior of the apartment (maintaining the interior seal on windy days may require special attention once the window is removed).
- E. The contractor shall place polyethylene sheeting inside the apartment directly below the window to be removed to catch lead dust; and over all personal items and furnishings which remain in the room (furnishings, etc. must be moved away from the work area before work begins). Polyethylene sheeting shall be at least 8 feet wide and placed lengthwise on the floor adjacent to the window. Each end of the plastic sheet shall extend 6 feet away from the corner of the window (i.e., if window is 6 feet wide, plastic size shall be 8' x 18').
- F. The contractor shall remove the windows from the outside of the apartment, properly wrapping and disposing of the contaminated components.
- G. The contractor shall abate by encapsulation all window components, that

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is, inside casing, window stop, window stool/sill, apron as so on (see attached drawing of the window detail). Peeling or chipping paint on any of these window components shall be removed by wet scrapping prior to encapsulation. All encapsulants products must be approved by the CHA.

- H. The contractor shall protect window openings from the weather until installation of the lead-free windows.
- I. The contractor shall wash from the exterior the remaining surfaces that were adjacent to the contaminated components that were removed, including the exposed portion of the polyethylene sheet, to attempt to capture any lead dust that may have been generated during window removal.
- J. The contractor shall carefully remove the polyethylene sheet from the exterior, fold towards the middle and place in a disposal bag.
- K. The contractor shall HEPA vacuum and carefully roll up the interior poly sheeting from the edges inward, secure in a proper disposal bag, and carry out of the apartment immediately. To avoid tracking of lead dust through the apartment, workers shall use disposable clothing and shoe covers or HEPA vacuum shoes and clothes.
- L. The contractor shall HEPA vacuum, wash, and re-vacuum the floor and other interior surfaces within the work area.
- K. Clearance testing (i.e., wipe sampling) of the floor in the work area, in another part or section(s) of the room away from the work area, or in another adjacent room will be performed by an independent testing firm. Initial testing cost will be borne by the CHA. Wipe sampling will take place no sooner than 4 hours after the last washing or at least not until such time as the washed surface is dry and upon determination by CHA representative. If the clearance testing fails, abatement contractor must reclean the work area until passing clearance levels are achieved. The cost of additional cleaning will be borne by the abatement contractor.

#### 3.06 INTERIOR WINDOW REMOVAL

The following procedures are applicable for work in apartments on higher floors that cannot be reached from the exterior of the building by ladder:

- A. The contractor shall from the inside, HEPA vacuum and wash (with a TSP substitute solution for this purpose) the window components to capture as much lead dust as possible.
- B. The contractor shall apply a water spray on the leaded window

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components to reduce, to the greatest extent possible, the lead dust that would be generated when the contaminated surfaces are broken during removal.

- C. The contractor shall place polyethylene sheeting, 6-mil thick, on the ground, extending out from the foundation at least 5 feet and an additional 5 feet per story to a maximum of twenty feet. The polyethylene sheet shall be secured at the foundation by placing weights on it. The edges of the polyethylene sheet shall be elevated at all sides to trap all the water and debris.

The contractor shall remove as much of the surface polyethylene sheet as practical at the end of each workday. Weather can create problems in the exterior containment. For example, high winds could cause the polyethylene sheet to become torn or insecure, allowing dispersal of lead dust. If there is any doubt about the ability of the polyethylene sheet to remain intact overnight, it should be removed. If the polyethylene sheet is left in place, barricades must be erected to keep children and others away.

The contractor shall designate secure area(s) and limit access.

- D. The contractor shall place poly sheeting on the interior floor directly below the window to be removed to catch lead dust and over all personal items and furnishings which remain in the room (furnishing, etc., must be moved away from the work area before work begins). Plastic sheeting shall be at least 8 feet wide and placed lengthwise on the floor adjacent to the window. Each end of the plastic sheet shall extend 6 feet away from the corner of the window (i.e., if window is 6 feet wide, plastic size shall be 8' x 18').
- E. The contractor shall remove the windows from the inside of the apartment, properly wrapping and disposing of the contaminated components.
- F. The contractor shall abate by encapsulation all window components, that is, inside casing, window stop, window stool/sill, apron as so on (see attached drawing of the window detail). Peeling or chipping paint on any of these window components should be removed by wet scrapping prior to encapsulation. All encapsulant products must be approved by the CHA.
- G. The contractor shall protect window openings from the weather until installation of the lead-free windows.
- H. After the new window has been installed, the contractor shall HEPA vacuum and carefully roll up the interior polyethylene sheet from the edges inward, secure in a proper disposal bag, and carry out of the apartment immediately. To avoid tracking of lead dust through the



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apartment, workers shall use disposable clothing and shoe covers or HEPA vacuum shoes and clothes.

- I. The contractor shall HEPA vacuum, wash, and re-vacuum the floor and other interior surfaces within and immediately adjacent to the work area.
- J. Clearance testing (i.e., wipe sampling) of the floor in the work area, in another part or section(s) of the room away from the work area, or in another adjacent room will be performed by an independent testing firm. Initial testing cost will be borne by the CHA. Wipe sampling will take place no sooner than 4 hours after the last washing or at least not until such time as the washed surface is dry and upon determination by CHA representative.
- K. If the clearance testing fails, abatement contractor must reclean the work area until passing clearance levels are achieved. The cost of additional cleaning will be borne by the abatement contractor.

#### **3.07 DOOR AND DOOR FRAME REMOVAL**

The following procedures are applicable for doors and door frames.

- A. The contractor shall remove door from door frame.
- B. The contractor shall HEPA vacuum and wash (with a tri-sodium phosphate (TSP) substitute solution for this purpose) the door frame to capture as much lead dust as possible.
- C. The contractor shall apply a water spray on the leaded door frames components to reduce, to the greatest extent possible, the lead dust that would be generated when the lead-based paint surfaces are broken during removal.
- D. The contractor shall place poly sheeting, 6-mil thick, on the ground or floor on the exterior side of the door. The plastic shall be secured at the door landing by placing weights on the plastic. The edges of the plastic shall be elevated at all sides to trap all water and debris.

The contractor shall designate secure area(s) and limit access.

- E. The contractor shall secure poly sheeting to the floor on the inside of the door to attempt to prevent lead dust from contaminating the interior areas behind the door.
- F. The contractor shall place poly sheeting over all personal items and furnishings that remain behind the door.

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- G. The contractor shall remove the door frame from the inside of the apartment (wrapping and disposing of the lead-contaminated components in the appropriate manner).
- H. The contractor shall install the lead-free door frame and door.
- I. The contractor shall wash from the exterior the remaining surfaces that were adjacent to the contaminated components that were removed, including the exposed portion of the poly to attempt to capture any lead dust that may have been generated during door and door frame removal.
- J. The contractor shall HEPA vacuum and carefully remove the poly sheeting from the exterior, fold towards the middle and place in a plastic bag.
- K. The contractor shall HEPA vacuum and carefully roll up the interior poly sheeting from the edges inward, secure in a proper disposal bag, and carry out of the apartment immediately. To avoid tracking of lead dust through the apartment, workers shall use disposable clothing and shoe covers or HEPA vacuum shoes and clothes.
- L. The contractor shall wash, HEPA vacuum, and rewash the floor and other interior surfaces within and immediately adjacent to the work area.
- M. Clearance testing (i.e., wipe sampling) of the floor in the work area, and in another part or section(s) of the room away from the work area, or in another adjacent room will be performed by an independent testing firm. Initial testing cost will be borne by CHA. Wipe sampling will take place no sooner than 24 hours after the last washing or at least not until such time as the washed surface is dry and upon determination by CHA representative.
- N. If clearance testing fails, abatement contractor must reclean the work area until passing clearance levels are achieved. The cost of additional cleaning will be borne by the abatement contractor.

#### 3.08 RECOMMENDED METHODS OF PAINT REMOVAL

- A. Heat guns
  1. Operating temperature should not exceed 700° F.
  2. Fuses and an adequate electrical supply should be verified. Larger fuses may create a fire hazard. Depending upon the number of heat guns used a portable electric generator may be needed. (Care should be exercised around wallpaper, insulation, or other flammable

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materials.

3. Under OSHA regulations 29 CFR 1926.150, a fully charged ABC-type 20-pound (minimum) fire extinguisher must be available within 100 feet of the work area.
4. Work should be conducted only in well-ventilated spaces, since other hazardous materials may be released when heating old painted surfaces (NIOSH 1990).
5. Air purifying respirators should be outfitted with both a filtered cartridge and an organic vapor cartridge.

**NOTE:** Heat guns do not appear to be particularly effective in metal or masonry substrates, which are too porous to be scraped effectively. Although heat guns work well on wood, they will usually damage drywall and plaster.

#### B. HEPA sanding (surface preparation prior to repainting)

1. Sanders shall be equipped with a HEPA vacuum collection system.
2. A flexible shroud must surround the sanding head, with the HEPA vacuum hose attached to the shroud and one that pierces the sandpaper with holes through which the vacuum draws the dust.
3. HEPA sanding uses traditional electric sanders such as disc sander or orbital or vibrating sanders equipped with specially designed shrouds or containment systems that are placed under a partial vacuum or local exhaust ventilation.
4. All exhaust air must pass through a HEPA filter to reduce the amount of airborne particulate lead. HEPA vacuum must be correctly sized to provide adequate airflow to permit system to operate properly.

**NOTE:** The shroud must be in constant contact with the surface to be effective.

#### C. Wet Scraping

Wet scraping is feasible on most surfaces and results in lower lead exposures than dry scraping. Since surfaces near electrical outlets should never be moistened (due to the electrocution hazard), these areas should be dry scraped.

1. Wet scraping can be performed by using a spray bottle or sponge

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attached to a paint scraper. (Wet scraping is used to remove loose and flaking paint prior to paint film stabilization or encapsulation).

2. Work a few square feet at a time, the surface should be lightly misted with water from a garden sprayer or plan mister.
3. Using a paint scraper, loose material should be scraped from the surface and deposited on the containment plastic.
4. Damp paint chips should be cleaned up as soon as possible so that they are not tracked throughout the work area or crushed beneath the feet of workers.
5. Scraper blades should be kept sharp to minimize abrasion and gouging. Additional scraper blades should be on hand and should be selected of the type of surface being scraped.

**NOTE:** To obtain a smooth finish, it may be necessary to follow wet scraping with wet sanding.

#### D. Chemical Paint Removal:

3. The use of chemically resistant clothing; long neoprene, nitrile, rubber, or PVC gloves; and face shields is mandatory. A portable eye wash station whenever eye-irritating paint removers are used in housing.
4. Abundant source of running water in abatement area for flushing chemicals from skin or eyes is required (If contact with the eyes occurs, a full 15-minute rinses of the eyes is necessary on-site, (before the individual leaves to seek medical attention, since permanent damage to the eyes occurs quickly).
5. When using noncaustic strippers or removers, small areas should be tested before full scale treatment.
6. For vertical surfaces, adhesion of the liquid or gel-type paint removers should also be tested to determine runoff potential. (Refer to HUD Guidelines, Chapter-12).

**NOTE:** Paint removers that contain volatile substances shall be used only in areas equipped with mechanical ventilation and only when workers are properly equipped with gloves, face shields, protective clothing, and respirators.

5. The paint remover should be applied with a spatula, trowel, brush, or spray gun. Spray gun use should be minimized since worker

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exposures are greater. (The time the remover must stay on the surface will depend upon the number of layers of paint, the type of paint, the temperature, and the humidity, and can range from a few hours to a day or more). The paint remover should not be allowed to dry out. Caution must be used when applying the paint remover overhead to avoid dripping onto workers below.

6. After the appropriate period, the softened paint shall be removed using a scraper or putty knife and the material deposited in a watertight and corrosion-proof container.
7. The waste shall be submitted for "Toxicity Characteristic Leading Procedure" (TCLP) test to determine if it qualifies as hazardous waste.
8. The stripped surface must be thoroughly cleaned to remove lead and paint remover residues.

**NOTE:** With wood surfaces, it is important to complete the entire neutralization and cleaning process without letting the surface dry. If the wood dries before cleanup is complete, the pores in the wood may close, locking potentially significant leaded residues inside. When repainting, some of the leaded residue may leach into the new paint.

9. Alkali neutralization and residue removal - immediately after paint removal (while wood surfaces are still damp); the surface should be thoroughly scrubbed with a solution of glacial acetic acid. Use of vinegar to neutralize the alkali should be avoided since vinegar may be inadequate as a neutralizing agent and will also result in a significantly larger volume of liquid (and potentially hazardous) waste.

**NOTE:** Glacial acetic acid is hazardous and can cause skin burns and eye damage. It should be used carefully and only with neoprene, nitrile, rubber, or PVC gloves; chemically resistant clothing; eye shields; a NIOSH-approved acid gas cartridge; and a HEPA filter on air-purifying respirators.

10. The damp, stripped surface shall be thoroughly scrubbed with the acetic acid solution. The solution should be monitored with PH litmus paper and discarded if the PH exceeds 6.
11. After use, the solution should be placed in corrosion-proof containers and treated as potentially hazardous waste. Sponges and other cleaning materials should not be reused but deposited in double 4-mil or single 6-mil trash bags that are sealed, labeled, and put in a secure waste storage area.

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12. Following neutralization, the damp surface shall be thoroughly scrubbed with a high-phosphate detergent or other cleaner. Scrubbing shall continue until no residues are visible.
13. The cleaning solution shall be changed when it becomes dirty. Following the detergent scrubs, a clean water wash shall be performed to remove residue. The PH of the water wash should be checked after use. If the PH exceeds 8, further neutralization of the surface with the acetic acid solution is necessary prior to repainting since an alkaline surface will cause the new paint to fail in a matter of days or weeks.
14. Surfaces shall be completely dry before repainting. For wood surfaces, this may take several days to a week. If the moisture has raised the grain and sanding of wood surfaces is required before repainting, a HEPA sander should be used.

**NOTE:** Since porous surfaces such as wood or masonry may still have slight alkali residues, some types of oil paints should not be used after caustic paint remover application. To do so may result in saponification (a “soap making” reaction between the paint and the substrate, leading to rapid paint failure). Therefore, latex paints are probably most appropriate. Wood surfaces (especially exterior ones) can deteriorate after paint removers have been applied, making new paint difficult to apply. Also, the new paint may not last long on deteriorated substrates. Some old plasters with a high PH may require special primers, which are no longer manufactured. A special sealant may be needed on such surfaces. High-pressure water removal of caustic paint removers should be avoided since control of solid and liquid contamination is difficult. Release of solids or liquids into the soil is likely to result in costly cleanup. Care must be used when applying caustic paint removers to friction surfaces, such as window jams. Such surfaces are often weathered, making residue removal even more difficult. If these residues are embedded in a coat of new paint, the friction caused by opening and closing the windows can lead to the release of leaded dust.

#### **PAINT REMOVAL METHODS that are PROHIBITED:**

1. Open flame burning or torching
2. Machine sanding or grinding without a HEPA Exhaust Tool
3. Uncontained Hydro blasting or High-Pressure Water Wash
4. Abrasive blasting or Sandblasting
5. Dry scraping
6. Chemical Paint Removers containing methylene chloride

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#### 3.09 REMOVAL AND REPLACEMENT PROCEDURES FOR KITCHEN AND BATHROOM CABINETS, BASEBOARDS, RAILING, CASINGS, AND OTHER TRIM.

- A. The contractor should, by utilizing a garden sprayer or atomizer, lightly mist the component to be removed with water to help keep the dust down during the removal process. Before applying the water, verify that there are no electrical circuits inside the component. (If electrical circuits are present inside the component, they must be turned off and disconnected before removal. No water mist should be applied even if electrical circuits are turned off or de-energized.
- B. The contractor, by utilizing a utility knife or other sharp instrument, must carefully score all affected painted seams. This will provide space for a pry instrument and will minimized paint chipping and dust generated during removal.
- C. The contractor shall remove any screws or other fasteners. Using a flat pry instrument and a hammer, carefully pry the affected building component away for the surface to which it is attached. The pry bar should be inserted into the seam at the nail (or other fastening device) at one end of the component and pressure applied. This process should be repeated at other fastening locations until the end of the component is reached. By prying in this manner, the component will be removed intact, and chip and dust generation will be minimized. A pry point pad or softener may be required to minimize damage to adjoining substrates. Wider replacement trim can sometimes be used to cover adjacent area damage.
- D. Since there is often a considerable amount of leaded dust underneath or behind the component being removed, the contractor shall begin cleanup immediately after the individual component has been removed.
- E. The contractor shall carefully remove or bend back all nails (or other fastening devices) and wrap the component in 6-mil plastic sheeting and seal with dust tape. Wrapping components in plastic may be necessary if the dwelling is vacant and if the truck and the pathway to the truck are lined with plastic. Use a high-efficiency particulate air (HEPA) vacuum to remove any dust that may have accumulated behind the components as soon as they have been removed. Vacuuming may be performed by another person while the removal is underway. Preparing the area for the new component (e.g., squaring, reducing, or enlarging openings) may also release accumulated dust that should be removed. Dispose of wrapped components properly.
- F. The contractor shall bring new lead-free components into the work area only after all dust-generating activity is complete and the dust cleaned up

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by a least one HEPA vacuuming.

**NOTE:** LBP on walls to which Kitchen and Bathroom cabinets are attached should not be disturbed during cabinet removal. Apply masking tape around the cabinet's perimeter and HEPA vacuum immediately after removal to help control leaded dust.

#### 3.10 USE OF PEEL-AWAY FOR THE REMOVAL OF LEAD-BASED PAINT

- A. The contractor shall furnish nitrile or latex gloves, taped to the sleeves, and goggles shall be worn when applying product.
- B. The contractor shall, when using spray equipment, wear particle dust masks and face shields along with a Tyvek suit. (Rubber suits for heavy duty wash down and cleanup).
- C. The contractor shall perform a small test on the surface to be stripped to verify that the results will be satisfactory.
- D. The contractor shall sample the test patches and send to a local laboratory for a TCLP test to determine the lead level of the residue of the paint/paste. Refer to manufacturer's instructions and or procedures.
- E. The product is usually applied between 1/8" to 1/4" thick. The contractor shall apply, according to age and thickness of paint being removed (this is predetermined by tests), with either a trowel or specialized spray equipment.
- F. The paste is then covered with a fibrous laminated cloth printed polyethylene side facing out.
- G. Leave on for up to 24 hours or more according to test patch findings.
- H. The contractor shall remove by sliding tool or taping knife into dried up paste around the edges of the cloth, easing paint, paste and cloth away from the surface in one piece.
- I. The contractor should remove as much residue as possible before clean-up.

**NOTE:** Failure to properly clean and neutralize the surface will result in alkaline residue that may cause an unsightly white haze. Alkaline residue may also interfere with performance of clear sealers or future paint coatings. Contractor shall follow manufacturer's specific instructions that accompany product regarding removing lead-based paint, clean-up procedures for interior and exterior work as well as neutralization.



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#### 3.11 TESTING/DISPOSAL OF WASTE MATERIAL

##### A. General Requirements

1. The Contractor shall contact the regional EPA, State, and local authorities to determine lead-based paint debris disposal requirements. The requirements of Resource Conservation and Recovery Act (RCRA) shall be complied with as well as applicable State solid waste plan requirements.
2. During the actual abatement, the Contractor shall not leave debris in the yard or nearby property, incinerate debris, dump waste by the road or in an unauthorized dumpster, or introduce lead-contaminated water into storm or sanitary sewers. The Contractor is responsible for preventing lead-contaminated water from being flushed down yard inlet, street drain, toilet or any household drain.
3. Wastes from the site shall not be mixed with wastes from other sites.

##### B. Testing

1. Representative testing of each category of lead-based paint abatement waste materials by use of EPA's toxic characteristic leaching process (TCLP) will be completed by Contractor to characterize the waste for the purpose of determining proper disposal. A laboratory approved by the CHA shall perform testing, and all test results shall be submitted to the CHA.
2. Contractor shall contact the landfill company where he/she is going to bring his/her leaded waste to determine the extent of TCLP tests required (i.e., if only RCRA metals need to be analyzed or the whole spectrum of TCLP tests).
3. The following materials, as applicable, will be tested by TCLP to determine whether or not they are hazardous:
  - a. paint chips (having a lead concentration of 5 ppm or 5 mg/L is considered hazardous).
  - b. waste water.
  - c. dust from HEPA filters and from damp sweeping.
  - d. gutters, downspouts, fascia, soffits, woodwork, plaster, windows, doors and other components removed from building.

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- e. plastic sheets, duct tape, or tape used to cover floors, ground, and other areas, etc. during the lead-based paint removal.
  - f. solvents and caustics used during the stripping process.
  - g. liquid waste, such as wash water used to decontaminate wood after solvents have been used, and liquid waste from exterior water blasting.
  - h. rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for testing, wet wiping, abatement, and cleanup.
  - i. disposable work clothes and respirator filters.
  - j. any other items contaminated with lead-based paint dust/debris.
4. After TCLP testing and upon determination of hazardous waste, Contractor shall segregate hazardous from non-hazardous wastes.

#### C. Disposal of Non-Hazardous Solid Waste (as determined by testing)

1. The Contractor shall place lead-based paint chips, debris, and lead dust in double (4-mil) or single (6-mil) polyethylene bags that are airtight and puncture-resistant.
2. Pieces of wood or other types of substrates that do not fit into plastic bags shall be wrapped and labeled "**DANGER, LEAD DUST**".
3. The Contractor shall place all disposable cleaning materials, such as sponges, mop heads, filters, disposable clothing, and brooms in double (4-mil) or single (6-mil) plastic bags and seal.
4. The Contractor shall clean surfaces and equipment, and bag large debris. The Contractor shall then remove plastic sheeting and tape from covered surfaces. Prior to removing the plastic sheeting, the Contractor shall lightly mist the sheeting in order to keep dust down and fold inward to form tight small bundles to bag for disposal. The Contractor shall place all plastic sheeting in double (4-mil) or single (6-mil) thick plastic bags and seal.
5. The Contractor shall bag and seal vacuum bags and filters in double (4-mil) or single (6-mil) thick plastic bags.
6. The Contractor shall place all contaminated clothing or clothing covers used during abatement and cleanup in plastic bags for disposal prior to

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leaving equipment room.

7. The Contractor shall place solvent residues and residues from strippers in drums made of materials that cannot be dissolved or corroded by chemicals. Solvents, caustic and acid waste must be segregated and not stored in the same containers.
8. The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
9. The Contractor shall HEPA vacuum the exterior of all liquid waste containers prior to removing the waste containers from the work area and shall wet wipe the containers to eliminate any residual contamination. Containers should then be moved out of the work area into the designated storage area.
10. The Contractor shall carefully place the containers into the truck or dumpster used for disposal.
11. The Contractor shall verify that all waste is transported in covered vehicles to an IEPA-approved landfill located within the State of Illinois.
12. If the Contractor subcontracts the removing of the lead-based paint waste, he/she shall be responsible to verify that the company removing the waste material adequately covers all loads so as to prevent the release of dust or debris.
13. Waste Containers. The Contractor shall comply with EPA and DOT regulations for containers. The Contractor shall contact the state and local authorities to determine their criteria for containers. The more stringent regulation shall apply.

#### D. Disposal of Hazardous Wastes (as determined by TCLP test)

1. The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA) and with all applicable State and local regulations.
2. The Contractor shall apply for an EPA identification number (generator number) from the appropriate Regional EPA office, if more than 100 kg of hazardous waste will be generated from the abatement process during any calendar month. If less than 100 kg/month, the Contractor shall obtain provisional EPA generator numbers for each property address.
3. Waste Transportation. If the Contractor is not a certified hazardous

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waste transporter, he/she shall retain a certified transporter to move the waste. The Contractor shall be responsible to verify that the certified hazardous waste transport company follows RCRA regulations.

4. Disposal Sites. Contractor shall not dispose of hazardous wastes within 10 miles of the limits of the City of Chicago.
5. All other requirements under item C. above entitled "Disposal of Non-Hazardous Solid Waste" are also applicable to hazardous waste materials.

#### E. Clean-Up of Work Area:

In addition to the HUD guidelines, specifically Chapter 14, Cleaning, and IDPH lead abatement regulations, the following notes should be observed:

1. After plastic sheeting has been properly folded, removed and disposed of the Contractor shall verify that no loose/visible leaded debris remains in the work area.
2. Any lead abatement work-related debris that remains in work area or in adjacent non-work areas shall be removed and area cleaned at Contractor's expense.
3. Surfaces near and in the abatement area shall be vacuumed using HEPA vacuum equipment.
4. Surfaces shall then be wet wiped using a tri-sodium phosphate substitute solution with a mop or sponge, allowed to dry, and HEPA vacuumed again after 24 hours.

**NOTE:** In addition to laying polyethylene sheeting in work areas, the contractor shall lay polyethylene sheeting and clean the surrounding areas or adjacent areas to the immediate work areas to minimize lead dust, lead chips, or lead debris from being tracked in those areas where direct removal of lead-based paint has occurred. The contractor is responsible for clean-up of work areas as well as surrounding areas.

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#### 3.12 FINAL CLEARANCE WIPE SAMPLING

- A. After lead abatement complete, at least 3 wipe samples per contained work area shall be collected from floors, windowsills, countertops, tops of cabinets, or other representative surfaces by an independent testing firm for analysis. Compliance limits shall be in accordance with the HUD Guidelines, Federal, state, and local regulations, whichever requirements are more stringent:

**Floors: 10 ug/ft<sup>2</sup>**

**Windowsills: 100 ug/ft<sup>2</sup>**

**Window Wells: 100 ug/ft<sup>2</sup>**

- B. Should any of the wipe samples fail, the Contractor shall again wet wipe and HEPA vacuum the surfaces that failed, until clearance criteria are met. Cost for additional cleaning shall be at Abatement Contractors' expense.
- C. Contractor shall restore the work area to usable condition including reconnection of electrical, water and HVAC services, removal of barriers and Contractor equipment, waste removal and disposal and returning furniture removed as required by Work Area Isolation and Preparation specified elsewhere in this Section.

**NOTE:** It is the contractor's responsibility to ascertain that lead dust, lead chips, and lead debris are not tracked or left in adjacent areas or surrounding areas to the immediate work areas where lead-based paint abatement has been conducted. CHA may take wipe samples in adjacent areas in addition to the immediate work areas.

**END OF SECTION**

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

#### 1.02 SCOPE OF WORK

- A. The Asbestos Abatement Contractor shall provide labor, equipment, materials, and supplies, without additional cost to CHA, for the abatement of interior and exterior friable and non-friable asbestos-containing materials, including pre-cleaning activities, isolating the work areas, protection of adjacent areas, cleanup, proper packaging and disposal of wastes, and all other steps necessary to complete the scope of work and meeting all applicable federal, state, and local regulations.
- B. Asbestos abatement and all related services will be required at various individual dwelling and non-dwelling units, common areas, crawl spaces, boiler rooms, and other facilities located throughout the Chicago Housing Authority (CHA).

#### 1.03 SUMMARY

- A. Contractor, upon direction from CHA, shall provide abatement services including but not limited to:
  - 1. Illinois Department of Public Health (IDPH) licensed asbestos supervisor and licensed worker(s).
  - 2. Notification(s) to governing agencies.
  - 3. Protection of workers, building occupants and CHA's property.
  - 4. Warning signs.
  - 5. Work area preparation.
  - 6. Complete removal and disposal of all friable asbestos-containing thermal systems insulation materials.
  - 7. Cleanup and disposal of asbestos containing materials and disposable equipment.
  - 8. Documentation on transport and disposal of asbestos-containing materials.
  - 9. Coordination with CHA's representative such as the Asbestos Sampling Professional (ASP) and Asbestos Project Manager (APM).
  - 10. Manufacturer's material and equipment specification and instruction.
  - 11. Report with complete documentation of abatement activity.
- B. Contractor shall supply all labor, materials, equipment, insurance, and bonding necessary to perform asbestos abatement services on an as-needed emergency basis. Contractor must have ability to be on-site and start work no later than 24 hours after receipt of Authorization to Proceed.

#### 1.04 LOCATION

Various addresses/sites within the Chicago Housing Authority (CHA). The location and abatement work required will be detailed in a scope of work to be provided by CHA. The Contractor shall verify quantities and locations of materials

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

to be removed by both a site visit and review of hazard inspection reports and drawings provided.

#### 1.05 QUALITY ASSURANCE

##### A. Qualifications of:

1. Asbestos Abatement Contractor: Shall be licensed and currently listed in the Illinois Department of Public Health's (IDPH) list of qualified asbestos abatement contractors.
2. Asbestos Project Supervisor: Submit to CHA or its agent(s) documented evidence that each person employed by the Contractor at the Site to supervise asbestos work is licensed, trained, accredited, and meet OSHA competent person criteria for asbestos abatement.
3. Asbestos Worker: Submit to CHA or its agent(s) documented evidence that each person employed by the Contractor at the site to perform asbestos work holds a valid Asbestos Worker's License and are trained and accredited in accordance with OSHA, NESHAP, and EPA MAP requirements.
4. Training: Submit to CHA or its agents documented evidence that the Contractor and all personnel who perform any asbestos work have been trained in accordance with the Abatement Act, parts 855.290 and 855.300.

##### B. Regulatory Requirements: The following laws, regulations, and standards are incorporated by reference. In the case of conflict, the contractor shall comply with the most stringent.

1. 105 ILCS 105: Illinois Asbestos Abatement Act
2. Asbestos Abatement for Public and Private Schools and Commercial and Public Buildings in Illinois (77 ILL. ADM. CODE 855 SUBPART D: General Abatement Requirements for Commercial and Public Buildings)
3. 29 CFR 1910: US OSHA General Industry Standards
4. 29 CFR 1926: US OSHA Construction Standards
5. 29 CFR 1926.1101: US OSHA Asbestos Construction Standards
6. 40 CFR Part 61: US EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP), 11/90 revision
7. 40 CFR 763 Subpart E, US EPA Asbestos Model Accreditation Plan (MAP): Appendix C - Interim Final Rule
8. City of Chicago Building Code, Group 28 – Chapter 11-4, Article II 28 (11-4-670), Article XIV and all other provisions of Chicago Building Codes applicable to this work.

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

#### 1.06 REFERENCES

- A. Standards: Specified Standards, in effect at date of bidding documents, are hereby incorporated by reference to the same extent as if they were included herein in full. The Standards, or cited portions thereof, govern all asbestos work.
1. ANSI American National Standards Institute, 1420 Broadway, New York City, NY 10018
  2. ASTM American Society for Testing and Materials 1916 Race Street, Philadelphia, PA 19103
  3. Federal Standards
    - a. NESHAP National Emissions Standards for Hazardous Air Pollutants.
    - b. NIOSH National Institute for Occupational Safety and Health, Room 3007, CDC NIOSH Building JNE, Atlanta, GA 30333.
    - c. OSHA Occupational Safety and Health Administration  
200 Constitution Avenue  
Washington, D.C. 20210
    - d. USEPA Environmental Protection Agency  
Region V, 77 West Jackson  
Chicago, Illinois 60604  
(312) 886-6003
  4. State Standards
    - a. IEPA Illinois Environmental Protection Agency
    - b. IDPH Illinois Department of Public Health  
Division of Environmental Health,  
Asbestos Abatement Section  
535 West Jefferson Street,  
Springfield, Illinois 62761  
(217) 782-5830

#### 1.07 SUBMITTALS

CHA may require additional submittals at any time, from the contractor.

- A. Prior to Abatement, the Contractor shall submit the following items to CHA or its agent(s):



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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

1. Hazard Communication Program as required through 29 CFR 1910.1200.
2. Material Safety Data Sheets (MSDS) for chemicals to be used on site.
3. Prior to beginning work, the Contractor shall submit required notifications to applicable regulatory agencies and provide copies of all regulatory notices to the CHA's representative within 24 hours of sending such notices to the regulatory authority. The Contractor shall not begin a project until such notices are provided to CHA's representative.
  - a. Ten (10) day NESHAP notification to the Illinois EPA and the Chicago Department of Public Health when the asbestos quantities reach or exceed 260 linear feet or 160 square feet. IEPA Asbestos Notification on current form, including inspector license number and landfill permit number.
  - b. Two (2) day IDPH notification with a copy to CDPH for asbestos abatement quantities less than 260 linear feet or 160 square feet.
4. Evidence that all Contractor employees in the work areas are trained and accredited in accordance with OSHA, NESHAP, and EPA MAP requirements:
  - a. Current Annual refresher training certificate.
  - b. Current IDPH asbestos license
  - c. Current physician's written opinion
  - d. Current respirator fit test for negative pressure respirators when respirators are used.
5. Copy of OSHA Negative Exposure Assessment, if to be used in lieu of personal air sampling.
6. A list of NIOSH approvals for all respiratory protective devices utilized on site. In addition, manufacturer certification of HEPA filtration capabilities for all cartridges and filters shall be submitted.
7. Documentation that all of the contractor's employees and agents who must enter the work area have assigned respirators which fit. Fit testing procedures are outlined in the OSHA Standard 29 CFR 1926.1101 appendix C-Qualitative Fit Test Protocol (Revised 1987).

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8. Manufacturer's certification that HEPA vacuums, negative air pressure equipment, and other local exhaust ventilation equipment conform to ANSI z 9.2-79.
  9. Shop drawings for layout and construction of decontamination enclosure systems and barriers for isolation of the work area showing location and venting of HEPA filtered negative air units, proposed routing of waste through building and dumpster location as detailed in this specification and required by applicable regulations.
  10. If rental equipment is to be used in abatement areas or to transport asbestos-contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency and a copy to the CHA.
  11. Copies of the respirator maintenance plan.
  12. Copies of the appropriate insurance policies certifying that the contractor is insured to perform asbestos removal and has the duty to indemnify CHA for asbestos removal at various locations.
- B. During or at completion of abatement, the Contractor shall submit the following items to CHA's representative:
1. Copies of all waste shipment records, transport manifests, trip tickets and disposal receipts for all asbestos waste materials removed from the area during abatement and transported to an EPA approved landfill.
  2. Copies of Asbestos Supervisor's Daily Logs
  3. Submit weekly, logs documenting filter changes for respirators and HEPA vacuums.
  4. Submit weekly, results of personal air samples as required by OSHA, 29CFR 1926.58.
  5. Submit weekly, copies of worksite entry logbooks with information on worker and visitor access.
  6. Copies of training of employees in evacuation procedures in the event of workplace emergencies.
    - a. For non-life-threatening situations, employees injured or otherwise incapacitated shall be decontaminated following normal procedure with the assistance from fellow workers, if

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

necessary, before exiting the workplace to obtain medical treatment.

- b. For life-threatening injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.

#### 1.08 RESPIRATORY PROTECTION

- A. Respiratory protection shall be worn in accordance with all applicable regulations referenced in Laws, Regulations and Standards specified elsewhere in this Section.

#### 1.09 PROJECT/SITE CONDITIONS

- A. Work shall be on "as-required" basis and may consist of abatement in only one unit or several units at a time.
- B. Contractor shall field verify quantities prior to submitting a proposal for work. Contractor shall remove and dispose of the specified asbestos-containing and contaminated materials (ACM) from the designated areas of the site. The Contractor must follow appropriate specification procedures for each method of abatement at all locations.
- C. Contractor shall be responsible for cleanup of any adjacent areas that become contaminated because of the asbestos abatement activities.
- D. Contractor shall provide appropriate dumpster(s) as necessary for ACM waste. The dumpster(s) must be properly labeled, totally enclosed, and kept locked at all times when waste is not being loaded. Waste disposal shall follow applicable regulations. Contractor shall submit a copy of waste manifest to CHA prior to final payment.
- E. General wastes (other than asbestos) generated during the project must be stored, transported, and disposed of by the Contractor at no additional cost.

#### 1.10 SEQUENCING/SCHEDULING

- A. Perform all work in accordance with approved Construction Schedule.
- B. The Contractor shall coordinate sequence of work and schedule of operations with the CHA occupancy/schedule, to ensure that all asbestos work will be accomplished with minimal impact to occupants or other contractors.

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

#### 1.11 **SIGNS**

Contractor shall post signs in the following manner immediately outside all entrances, exits, and/or cordoned-off areas wherever asbestos activities are being performed:

- A. Caution signs meeting the specifications of OSHA 29 CFR 1926.1101 (k)(6).
- B. Decontamination and work procedures in equipment rooms and clean rooms.
- C. EPA NESHAP asbestos rules (40 CFR Part 61, subparts A & M) in the clean room.
- D. OSHA Asbestos Construction Standards (29 CFR 1926.1101) in the clean room.
- E. List of telephone numbers in the clean room for:
  - 1) Local hospital and/or local emergency squad.
  - 2) Owner representative reachable 24 hours per day.
  - 3) Contractor's headquarters.
  - 4) Consultants directly involved in the project.

The Contractor shall keep the signs posted during demolition, abatement, and clean-up as described in this specification.

## EXHIBIT D

### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

#### PART 2 - PRODUCTS

Contractor shall furnish all tools, equipment, and materials necessary for the complete removal and disposal of asbestos containing materials located at the site. All tools, equipment and materials shall at least conform to minimum industry standards and regulatory requirements and shall be completely clean before being brought on site.

#### 2.01 TOOLS/EQUIPMENT

##### A. Tools:

1. Shovels and scoops shall be rubber or plastic, suitable for use in plasticized containment. Metal shovels shall not be used.
2. Scrapers, brushes, utility knives and other hand tools shall be of good quality and suitable for the intended uses.
3. Power tools such as, but not limited to saws, pneumatic chisels, brushes, sanders, and needle guns shall be equipped with shrouds and HEPA-filtered local exhaust systems to capture released particles. Power tools shall be connected to a GFCI while in use.
4. NIOSH approved respiratory protection equipment.

##### B. Equipment:

1. Negative Air Machines shall provide HEPA filtration and conform to ANSI Z9.2 fabrication criteria.
2. Respirators shall be NIOSH approved for use with lead, asbestos, or other contaminants anticipated in the work.
3. HEPA filtered vacuum equipment.
4. Contractor is fully responsible for complying with OSHA rules for other safety equipment, such as hard hats, safety harnesses, eye protection, gloves, footwear, and any other safety devices used on the site.
5. Pressure differential manometer with readable tape shall be provided by the Contractor including calibration documentation.

#### 2.02 MATERIALS

- A. Fire-retardant, polyethylene sheeting for all applications shall be 6 mil nominal thickness for critical seals, floors, ceilings and drop cloths, and 4 mil for walls.
- B. Tape shall be 2" or 3" duct tape or other waterproof tape suitable for joining poly seams and attaching poly sheeting to surfaces.
- C. Spray adhesives shall be non-flammable and free of methylene chloride solvents.
- D. Disposal bags shall be 6 mil. thickness or greater marked with "Danger" labels in accordance with EPA and OSHA regulations.
- E. Disposable suits, hoods, and foot coverings shall be TYVEK or similar.
- F. Solvents shall be compatible with any primers, mastics, adhesives, paints,

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

coatings, or other surfacing materials to be installed following their use.

- G. Contractor shall ensure that encapsulants and sealants used as primers, basecoats, fillers or covering existing materials are compatible with the respective existing or reinstallation materials and their manufacturers' warranties and adheres to the substrate with sufficient penetration to prevent separation of sealant from the asbestos containing material.
- H. The abatement contractor shall be responsible, at no cost to the owner, to repair any and all damages made to finished surfaces caused by the prepping activities and associated materials utilized to the complete satisfaction of the CHA and/or CHA's representatives.

## PART 3 - EXECUTION

### 3.01 EMPLOYEE TRAINING, QUALIFICATION AND MEDICAL SCREENING

- A. Supervisors and Workers shall be trained, accredited, and licensed in accordance with IDPH rules.
  - 1. Contractor shall keep copies of licenses, initial training course certificate, and most recent annual refresher training certificate at the jobsite at all times for all Contractor personnel.
  - 2. A supervisor (competent person) shall be present at the worksite at all times when work under this Section is being conducted.
- B. Medical Screening. All Contractor personnel shall have a current medical examination in accordance with OSHA requirements. Copies of the Physician's Written Opinions shall be kept on site.

### 3.02 PERMISSIBLE EXPOSURE LIMITS

- A. The OSHA permissible exposure limit (PEL) for worker exposure to airborne asbestos is 0.1 f/cc as an 8-hour time-weighted average (TWA).
- B. The OSHA short term excursion limit for worker exposure to airborne asbestos is 1.0 f/cc for a 30-minute sample.

### 3.03 EXPOSURE ASSESSMENT AND MONITORING

- A. The Contractor shall make a written assessment of the potential airborne asbestos fiber exposures for this project. Assessments shall conform with OSHA requirements and may be based upon:
  - 1. Initial monitoring of representative workers who the Contractor believes are exposed to the greatest airborne concentrations of asbestos, or
  - 2. Past monitoring (within the past 12 months) or objective data for conditions closely resembling the processes, type of material, control

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methods, work practices and environmental conditions to be used for this work activity.

- B. The Contractor shall perform personal monitoring in accordance with the following requirements:
  - 1. Initially, to establish an exposure assessment when past monitoring or objective data are not available for an initial determination.
  - 2. Periodically if the exposures are, or are expected to be, below the PEL.
  - 3. Daily, if exposures are above the PEL.
  - 4. Whenever there has been a change of equipment, process, control, personnel, or a new task has been initiated that may affect employee exposures, the exposure assessment shall be updated, and monitoring shall be re-instituted if exposures are unknown or are expected to exceed the PEL.
  - 5. Area Monitoring is required at the perimeter of the work area to verify that exposures to adjacent areas are below the PEL.

#### 3.04 HYGIENE PRACTICES

- A. No eating, drinking, smoking, chewing gum or tobacco, and applying of cosmetics shall be allowed in the work area.
- B. All persons entering the work area are required to wear appropriate PPE and follow the entry and exit procedures posted in the Personnel Decontamination Enclosure System.
- C. Personal Protection Equipment (PPE) is required when airborne exposures are, or are expected to be above the PEL, or as needed to protect the safety of personnel and visitors. PPE may include:
  - 1. Full body disposable suits, headgear, and footwear.
  - 2. Gloves.
  - 3. Hardhats.
  - 4. Non-disposable footwear and clothing shall remain in the work area and shall be disposed of as contaminated waste when the job is completed.
  - 5. Authorized visitors shall have for use, suitable PPE when PPE is required in the work area. The EC shall assure that visitors have proper and current medical screening and fit test, and awareness training or other appropriate training.
- D. A Personnel Decontamination Facility is required when worker exposures are expected to exceed the PEL. The decontamination unit may be remotely located if not feasible to locate adjacent to the work area.
  - 1. Establish a negative pressure of at least 0.02-inch wc between the dirty equipment room and adjacent spaces, including the clean room. Assume Negative Air Machines (NAM) operate at 80% design capacity.
  - 2. Provide at least 4 air changes per hour within the decontamination unit.

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

3. When a remote decontamination unit is used, personnel shall use a double-suiting procedure for traveling between the work area and the decontamination station. Persons shall HEPA-vacuum the exterior of their disposable suits at the entry to the work area, put on a clean suit over the existing suit, and proceed to the decontamination unit for shower decontamination and change into street clothes.

#### 3.05 PROHIBITED ACTIVITIES

- A. Dry removal or dry sweeping, except:
  1. During freezing weather. In this case, temperature and weather conditions must be recorded at the start, during, and at the end of the shift.
  2. When equipment damage or other hazard exists, written permission from IEPA is required prior to performing dry removal.
- B. Use of compressed air for cleaning.
- C. Use of high-speed power tools not equipped with a HEPA-filtered local exhaust or water spray system.
- D. Eating, drinking, smoking, chewing gum, or applying cosmetics in the work area.
- E. Removing respirators or other PPE in the work area.
- F. Contractor shall not salvage or recycle building materials unrelated to abatement scope of work.

#### 3.06 WORK AREA ISOLATION AND PREPARATION

- A. Where possible building contamination may occur, air intakes shall be isolated, shut down and sealed with polyethylene sheeting.

**NOTE:** Required shut down of any building system must be coordinated with Asbestos Project Manager and the CHA and/or its agents.

- B. Contractor shall connect to owners' water supply system.
- C. Drains and downspouts shall remain in operation during abatement. Water passing through the drain system during work procedures shall be filtered through a filtration system with at least 5.0-micron particle size collection capability. All filtered wastewaters shall be discharged directly to a sanitary sewer system.
- D. All accumulated debris shall be promptly removed.



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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

- E. Contractor shall mark location of any disconnected utilities. Identify utilities and indicate capping locations on Project Record Documents.
- F. Contractor shall:
1. Post warning signs.
    - a. Caution signs meeting the specifications of OSHA 29 CFR 1926.1101 (k)(6).
    - b. Decontamination and work procedures in equipment rooms and clean rooms.
    - c. EPA NESHAP asbestos rules (40 CFR Part 61, subparts A & M) in the clean room.
    - d. OSHA Asbestos Construction Standards (29 CFR 1926.1101) in the clean room.
    - e. List of telephone numbers in the clean room for:
      - 1) Local hospital and/or local emergency squad.
      - 2) Owner representative reachable 24 hours per day.
      - 3) Contractor's headquarters.
      - 4) Consultants directly involved in the project.
    - f. Secure the work area from entry by unauthorized persons.
  2. Provide decontamination facilities consisting of at least a clean room, shower room and equipment room and be within reasonable proximity to all work areas. Location must be approved by the CHA Asbestos Project Manager (APM).
  3. Provide a waste transfer airlock as approved by CHA's APM.
  4. Maintain emergency and fire exits from the work area.
  5. Personnel shall be provided with two disposable suits to wear during abatement work.
- G. An air sampling professional provided by the CHA shall be on site to oversee all abatement activity and perform area air sampling during asbestos removal activities. Each sample result, as determined by Phase Contract Microscopy, shall be less than or equal to 0.01 f/cc. If the sampling results indicate a concentration of airborne fibers more than this clearance criteria, the Contractor shall re-clean the contained and/or regulated area. The Contractor shall not be released until the contained and/or regulated work area meets the clearance criteria.
- H. Waste Container Pass-Out Procedures
1. Asbestos-contaminated waste that has been containerized shall be transported out of the work area through the waste container pass-out to the freight elevator lobbies or through the workers' decontamination enclosure at stairwells if separate air locks have not been constructed.

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

2. Waste pass-out procedures shall utilize two teams of workers, an "inside" team and an "outside" team.
  3. The inside team wearing appropriate protective clothing and respirators for inside the work area shall clean the outside, including bottoms, of properly labeled containers (bags, drums, or wrapped components) using HEPA vacuums and wet wiping techniques and transport them into the waste containers pass-out air lock. No worker from the inside team shall further exit the work area through this air lock.
  4. The outside team, wearing a different color protective clothing and appropriate respirators, shall enter the air lock or tent from outside the work area, enclose the drums in clean, labeled, 6-mil polyethylene bags and remove them from the air lock to the outside. No worker from the outside team shall further enter the work area through this air lock.
  5. The exit from this air lock shall be secured to prevent unauthorized entry.
  6. Air lock at the entrance to the elevator lobby shall be provided of two curtained doorways, the one by the freight elevator doors to be able to withstand the elevator shaft air differential pressure.
- I. Appropriate OSHA fall protection shall be provided when appropriate:
1. Scaffolding more than one section high shall be equipped with handrails and mid-rails designed to provide fall protection, or full-body safety harnesses shall be worn and tied off to a secure anchor point.
  2. Workers in manlifts shall wear full body harnesses and tie to an approved apparatus whenever the basket is elevated from ground level.
  3. The Contractor shall ensure that scaffolding, manlifts and the workers erecting and using the equipment meet all federal, state and local regulations and requirements including the acquisition of all required permits for the erection and use of such equipment.
  4. Personal fall protection consisting of full body harnesses, lanyards, and OSHA-compliant lifelines, anchorage, and deceleration devices shall be provided whenever personnel are within 6 feet of an opening, hole, or edge where there is a risk of falling 6 feet or more.
- J. Exterior Preparation
1. 6 mil plastic sheeting shall be placed over the ground, foundation, or other surfaces below the abatement area.
  2. Unauthorized entry shall be prevented by using appropriate barriers, such as warning tape, fencing, or other suitable barriers.
  3. Nearby air intakes, grilles, windows, and other openings into the building interior above, below, or beside the work area that could be exposed to released airborne dust shall be closed or otherwise sealed off with poly and tape.
  4. All electric power in the work area shall be protected with Ground-Fault Circuit Interrupters.

### 3.07 PERFORMANCE

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

A. Contractor shall perform all asbestos work in a manner that conforms to IDPH, EPA, OSHA, and NESHAP requirements and the following general procedures:

1. Asbestos materials shall be wetted and kept wet during removal.
2. Dust, debris, and water left by scraping operations shall be HEPA vacuumed immediately following the scraping.
3. Penetrating sealant shall be sprayed on the surfaces where ACM was removed.
4. ACM shall be bagged or containerized as it is removed. Wastes shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered via covered, dust-tight chute, crane, hoist, or other means that prevent the wastes from being dropped or thrown. Contractor shall not, under any circumstances, mishandle or throw bags.
5. Bagged ACM shall be loaded into a poly-lined truck or dumpster for transport to a landfill.
6. Large metal dumpsters or enclosed cargo area of the truck used for asbestos waste disposal shall have metal doors or metal tops that can be closed and locked to prevent vandalism or other disturbance to bagged asbestos debris.

B. The following specific work procedures shall be followed for each type of abatement activity:

Less than 13 linear feet of thermal system insulation using glove bag method:

1. Establish Asbestos Regulated Area in compliance with OSHA 1926.62(e)(6).
2. Install 6 mil plastic drop clothes under area of work.
3. Follow procedures found in OSHA 1926.26(g)(5)(ii), Glove bag systems.
4. Before beginning this operation loose and friable ACM material adjacent to the glove bag operation shall be wrapped and sealed in two layers of 6 mil plastic sheeting.
5. Glove bags must be made of 6 mil plastic and shall be seamless at the bottom.
6. Each glove bag must be installed so that it completely covers the circumference of the pipe or structure where the work is to be done.
7. Glove bags shall be smoke tested for leaks and any leaks sealed prior to use.
8. Glove bags may only be used once and may not be moved.
9. Glove bags shall not be used on surfaces whose temperature exceeds 150 degrees Fahrenheit.

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

10. Prior to removal from the pipe or structure Glove bags shall be collapsed by removing air within them using a HEPA vacuum.
  11. Where system uses attached waste bag, such bag shall be connected to collection bag using hose or other material that shall withstand pressure of ACM waste and water without losing its integrity.
  12. Sliding valve or other device shall separate waste bag from hose to verify that there is no exposure when waste bag is disconnected.
  13. At least two persons shall perform glove bag removals.
- C. Greater than 13 linear feet of thermal system insulation in one room using glove bag method.
1. Construct negative pressure enclosure in compliance with OSHA 1926.62(g)(4). Cover existing walls and immovable objects with 4 mil plastic sheeting or construct temporary walls using 6 mil plastic sheeting. Exhaust discharge from negative air machines outside building where feasible.
  2. If Contractor cannot produce Negative Exposure Assessment Documentation for glove bag work, the worker decontamination chamber must be attached to the negative pressure enclosure. If a Negative Exposure Assessment for glove bag work is available, a remote worker decontamination chamber may be utilized. If a remote decontamination chamber is used, a two-stage airlock must be constructed at each work area and workers must use the double suit method to move between the work area and the remote decontamination chamber.
  3. Install 6 mil plastic drop clothes under area of work.
  4. Before beginning this operation loose and friable material adjacent to the glove bag operation shall be wrapped and sealed in two layers of 6 mil plastic sheeting.
  5. Follow procedures found in OSHA 1926.26(g)(5)(ii), Glovebag systems.
  6. Glove bags must be made of 6 mil plastic and shall be seamless at the bottom.
  7. Each glove bag must be installed so that it completely covers the circumference of the pipe or structure where the work is to be done.
  8. Glove bags shall be smoke tested for leaks and any leaks sealed prior to use.
  9. Glove bags may only be used once and may not be moved.
  10. Glove bags shall not be used on surfaces whose temperature exceeds 150 degrees Fahrenheit.
  11. Prior to removal from pipe or structure Glove bags shall be collapsed by removing air within them using a HEPA vacuum.
  12. Where system uses attached waste bag, such bag shall be connected to collection bag using hose or other material that shall withstand pressure of ACM waste and water without losing its integrity.

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13. Sliding valve or other device shall separate waste bag from hose to verify that there is no exposure when waste bag is disconnected.
14. At least two persons shall perform glove bag removals
15. After all glove bag removal is complete remove plastic drop cloth, wet wipe and/or HEPA vacuum entire work area and worker decontamination chamber.
16. After clearance air samples meet acceptable level, disassemble negative pressure work area and worker decontamination chamber and dispose of material as asbestos containing waste.

#### D. Removal of thermal system insulation using "gross removal" methods.

1. Construct Negative Pressure Enclosure (NPE) in compliance with OSHA 1926.62(g)(5)(i).
2. Shut down all power and ventilation equipment within the NPE.
3. Construct separate Worker and Waste Decontamination Chambers attached to NPE.
4. Seal all HVAC systems with 2 layers of 6 mil plastic sheeting.
5. Install primary seals over all openings into the NPE.
6. Protect walls, floors and immovable objects with one layer of 6 mil plastic sheeting.
7. Provide workers with at a minimum powered air purifying respirators (PAPR's) if Negative Exposure Assessment is available, otherwise work must begin using air supplied respirators operated in the pressure demand mode.
8. Remove all ACM using wet methods.
9. Promptly bag all waste and remove from NPE through the Waste Decontamination Chamber.
10. Following completion of removal perform gross clean by containerizing all debris.
11. Remove wall and floor poly and dispose of as asbestos containing material. Leave all primary seals in place.
12. Wet wipe and/or HEPA vacuum all exposed surfaces to remove all visible residues.
13. Apply encapsulant to all surfaces from which ACM was removed.
14. After clearance air samples meet acceptable level, disassemble negative pressure work area and worker decontamination chamber and dispose of material as asbestos containing waste.

#### E. Removal of floor tile and floor tile mastic:

1. Construct Negative Pressure Enclosure (NPE) in compliance with OSHA 1926.62(g)(5)(i).
2. Shut down all power and ventilation equipment within the NPE.
3. Construct separate Worker and Waste Decontamination Chambers attached to NPE. Use of a remote decontamination chamber is allowed if Contractor can provide a Negative Exposure Assessment

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

- for floor tile work. A two-stage airlock must be constructed at each work area and workers must use the double suit method to move between the work area and the remote decontamination chamber.
4. Seal all HVAC systems with 2 layers of 6 mil plastic sheeting.
  5. Install primary seals over all openings into the NPE.
  6. Protect walls and immovable objects with one layer of 6 mil plastic sheeting.
  7. Provide workers with at a minimum half-mask air purifying respirators.
  8. Remove all ACM using wet methods.
  9. Residues from mastic removal solvents must be absorbed into solid material such as saw dust. Liquid waste shall not be disposed of as solid waste.
  10. Promptly bag all waste and remove from NPE through the Waste Decontamination Chamber.
  11. Following completion of removal perform gross clean by containerizing all debris.
  12. Remove wall poly and dispose of as asbestos containing material. Leave all primary seals in place.
  13. Wet wipe and/or HEPA vacuum all exposed surface to remove all visible residues.
  14. If chemical solvents were used to remove floor tile mastic, scrub the exposed floor surfaces twice with detergent solution to remove traces of removal solvent.
  15. After clearance air samples meet acceptable level, disassemble negative pressure work area and worker decontamination chamber and dispose of material as asbestos containing waste.
- F. Window Replacements: Asbestos-containing materials are most likely to be found in exterior caulking and glazing putty. For window removal work:
1. Close windows and seal from the inside by covering with 6 mil poly and tape, or by applying tape directly to window joints and seams.
  2. Any ACM not required to be disturbed for window removal should be left in place (e.g., windowpane glazing).
  3. ACM that must be disturbed (e.g., caulking at the edge of the window frame) must be removed completely, including three-dimensional residues.
  4. Collect debris and deposit in asbestos waste bags as the work proceeds. Do not allow wastes to accumulate on surfaces.
  5. Abate ACM and LBP on all window components to remain in place.
- G. Roofing
1. General: Remove ACM roof mastics, cements, underlayment's, and flashings in an intact state to the extent feasible. Asbestos-containing shingles may occasionally break even when removed carefully. The fact that otherwise intact roofing materials become

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

separated or broken does not by itself render them non-intact. However, if they become pulverized, reduced to powder or dust, they have become non-intact.

- a. The Contractor shall take care to minimize the amount of roofing material damage, or.
  - b. If the materials are rendered non-intact, the Contractor shall employ methods to contain the dust and debris and utilize hygiene practices appropriate for friable (OSHA Class I) ACM, including PPE, decontamination units, and monitoring. Monitoring may include area samples at the work area perimeter to determine that airborne asbestos fibers are not being released in concentrations above the PEL.
2. Built-up roofing and asphalt shingles:
    - a. Power cutting machines shall be equipped with a HEPA-filtered dust collection system and shall be misted during use.
    - b. Dust generated by the cutting operation shall be collected with HEPA vacuums or wet cleaning methods.
  3. Rigid roofing materials, such as cement asbestos shingles: remove intact and minimize breakage.
- H. Transite, Galbestos sheeting (galvanized metal with a baked-on asbestos paint), Asbestos/Cement pipe, or other rigid panels shall be removed using wet methods.
- I. Other
1. Non-LBP paint and other coatings, electric cable insulation or joint coverings, and other miscellaneous materials that are to be removed with the substrate or that can be removed without becoming friable may be removed as intact (OSHA Class II, EPA NESHAP Category I or II non-friable) in accordance with procedures described in General Removal Requirements and Roofing paragraphs above.
  2. Non-LBP paint, coatings, and other miscellaneous materials that must be removed from the substrate or that otherwise will become friable must be removed as non-intact (OSHA Class I, EPA NESHAP friable) in accordance with procedures described in General Removal Requirements and Roofing paragraphs above.

#### **3.08 FIELD QUALITY CONTROL**

- A. The CHA will have an Asbestos Project Manager/Air Sampling Professional on the site during the performance of all asbestos work. The duties of the Asbestos Project Manager and the Air Sampling Professional can be performed by the same person.

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

- B. Contractor shall hire and pay for his own air sampling professional to perform OSHA personnel air monitoring. This person shall be independent from the air sampling professional hired by CHA. His/her qualifications shall be submitted to CHA 14 days prior to start of the work.
- C. The CHA will employ and pay for an approved Testing Laboratory to perform the required area air sampling analysis. This may be the company which provides the Project Manager/Air Sampling Professional to CHA.
- D. Emergency Stop Work Orders: IDPH, EPA, NESHAPS, OSHA, CHA Construction Contract Manager or the Asbestos Project Manager may issue emergency stop work orders to the Contractor.
- E. Containers (6-mil polyethylene bags or drums) shall be sealed when full. When utilizing drums, asbestos-containing materials shall be placed first into 6-mil polyethylene bags. Asbestos-containing material shall be double bagged when 6-mil polyethylene bags are used for disposal. Bags shall not be overfilled. They shall be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhead knot or by taping in goose neck fashion. Do not seal bags with wire or cord. Bags may be placed in drums for staging and transportation to the landfill. Bags shall be decontaminated on exterior surfaces by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tips.
- F. Large components removed intact shall be wrapped in 2 layers of 6-mil polyethylene sheeting secured with tape for transport to landfill.
- G. Asbestos-containing waste with sharp-edged components that will tear the polyethylene bags and sheeting shall be placed into burlap bags prior to placement in 6-mil polyethylene bags and drums for disposal.
- H. Contractor shall contact CHA's Environmental Project Manager (EPM) and their representative before the start of the project. The contact information of the CHA's APM/ASP shall be provided by the CHA EPM.

#### 3.09 CLEANUP

- A. Contractor shall perform clean-up in accordance with the following procedures.
  - 1. Once bulk material is bagged and removed from each floor, all visible accumulations of asbestos containing material and contaminated debris shall be removed and containerized utilizing water, rubber dust pans and rubber squeegees. Waste shall be double-bagged and treated as asbestos waste.



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2. Surfaces which have been exposed to friable ACM or its dust shall be HEPA vacuumed and wet wiped. Excess water and gross wet debris shall be picked up by a HEPA filtered wet-dry vacuum.
  3. Remove all critical seals. Protective poly shall be folded in on itself, rolled up, placed in asbestos disposal bags, and disposed as asbestos waste.
  4. Cleaning may be discontinued when there is no visible debris and area air monitoring results verify that exposures are below the PEL.
- B. If it is determined by air or surface dust samples that building contamination has occurred as the result of negligence and/or poor work practices of the contractor, the contractor shall be responsible to clean all affected areas at no cost to the owner, upon directions from CHA or its agent(s). The contractor shall be responsible for all costs associated in taking corrective action to reduce exposure levels and prevent recurrence, and cleaning all adjacent areas that become contaminated by the asbestos abatement activities.

#### 3.10 WASTE DISPOSAL AND EQUIPMENT LOAD-OUT

- A. Category I and II non-friable waste may be adequately wetted and loaded in bulk into lined receptacles, such as dumpsters or trailers. Receptacles shall be closeable and lockable to provide security and to prevent air emissions. It is the abatement Contractor's responsibility to determine and provide for more stringent manifesting or packaging requirements that may be imposed by transporters or landfills.
- B. Packaged friable asbestos wastes:
1. Asbestos-containing wastes, including removed ACM and debris, poly, critical barrier materials, suits, respirator filters, vacuum HEPA filters, water filters, and other asbestos-containing items shall be properly packaged for disposal.
  2. Use 6 mil plastic bags with a gooseneck seal, drums, or other type of sealed container.
  3. Wrap large or irregular items in 6 mil poly sheeting and seal with tape.
  4. Sharp, jagged, or other items that may puncture poly shall be packaged in rigid impermeable containers such as drums or boxes, or wrapped in burlap or other protective covering before sealing in bags or poly sheeting.
  5. Label containers for friable ACM waste:

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### TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT SERVICES

- a. OSHA warning label.
  - b. DOT performance-oriented hazardous material label.
  - c. Name and address of generator and abatement location.
- C. Removing items from the work area:
6. Packaged asbestos wastes shall be HEPA-vacuumed before removing from the work area.
- D. Storage of packaged asbestos wastes shall be in a completely enclosed dumpster, or other suitable container that can be secured. The secured area shall be kept locked at all times to prevent unauthorized access.
- E. Shipment of items from the project.
1. Decontaminated tools and equipment may be shipped by normal carrier to warehouse, another jobsite, or other destination.
  2. For asbestos wastes:
    - a. Line shipping container with 6 mil poly prior to loading packaged friable asbestos wastes.
    - b. Execute the EPA-required Waste Shipment Record (WSR) to be signed by the generator, transporter, and landfill. All WSRs shall be returned to the EC within 30 days of shipment.
    - c. Only landfills approved and permitted by Illinois for accepting asbestos wastes may be used for disposal.
    - d. Dump receipts, trip tickets, transportation manifest and/or other documentation of disposal shall be delivered to CHA or the Asbestos Project Manager.

**END OF SECTION**

## EXHIBIT E

### TECHNICAL SPECIFICATIONS FOR MOLD REMEDIATION SERVICES

#### SCOPE OF SERVICE

The primary function of this work is for a contractor to provide mold remediation at CHA's dwelling units and facilities. The amount of mold contamination will vary from one dwelling unit to another. Work includes clean-up and disinfection removal of mold contaminated surfaces and repainting of areas disturbed by the remediation process. Work also includes removal and disposal of mold, contaminated materials. Upon receipt of written scope of work from CHA, contractor to furnish all labor, materials, tools, equipment, and incidental items required to complete all work specified herein, including but not necessarily limited to the following:

1. Preparation of Work Area. Containment of small work areas are not necessary but dust suppression methods, such as misting surfaces prior to remediation, and use of HEPA vacuuming techniques are recommended. Work areas more than 10 sq. ft. should be contained and put under negative pressure before remediation.
2. Protection of workers, tenants, and passers-by. This work will be similar in nature to that under section 02810 (lead-based paint) and 02820 (asbestos).
3. Remove & Dispose of Mold Contaminated Materials. Porous materials such as carpet and carpet pads, ceiling tiles, insulation, sheet rock, paint coatings, wood products (other than solid wood) and paper products with mold growing on them should be removed, bagged, and disposed. Mold contaminated materials shall be single bagged in six (6) mil poly waste bags and disposed as general construction debris. Paint coating may require TCLP analysis for waste characterization purposes. Non-porous materials (e.g., hard plastic, concrete, glass, metal, and solid wood) with surface mold growth should be cleaned using the techniques described below.
4. Clean Surfaces. Non-porous surfaces must be cleaned to both remove and contain mold contamination. Surfaces should be cleaned using a stiff brush, hot water, and a non-ammonia soap/detergent, commercial cleaner. All excess liquid should be collected using a wet/dry vacuum, mop, or sponge. Finally, clean the area with clean water and collect excess rinse water. All areas should be left dry and visibly free from contamination and debris.
5. Disinfect Surfaces. After cleaning using the process described above, a disinfectant, such as a bleach/water solution, shall be used to eliminate residual microbials or spores not removed by the cleaning. After applying with sprayer or sponge, the excess should be removed. The disinfectant should not be rinsed and should be allowed to dry in place.
6. Repainting of Surfaces. All surfaces disturbed by the remediation process are to be primed and repainted.
7. Contractor to provide labor and material to replace disposed porous materials such as sheetrock, ceiling tile, etc.

**CHICAGO HOUSING AUTHORITY (CHA)**  
**Department of Procurement & Contracts Contract Compliance Division**

**RFP/RFQ/Bidder/Proposers' M/W/DBE & Section 3  
Contract Compliance Certification**

RFP/IFB/CONTRACT/PURCHASE ORDER NO: \_\_\_\_\_ DATE FORM COMPLETED: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

DEVELOPER NAME: \_\_\_\_\_

PRIME CONTRACTOR NAME(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

CONTACT NAME/TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

M/W/DBE? (Please specify): \_\_\_\_\_ Certifying Agency: \_\_\_\_\_

Ethnicity: \_\_\_\_\_ Gender: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO.: \_\_\_\_\_

CONTRACT AMOUNT: \$ \_\_\_\_\_

---

As a respondent to CHA IFB/RFP/CONTRACT or PO NUMBER \_\_\_\_\_ do hereby affirm that I understand and fully support the policy and regulations set forth in the Amendment to Special Conditions M/W/DBE Utilization Plan and the Section 3 Rule 24 CFR Part 75, (hereafter referred to as the Policies), as well as Davis-Bacon and Related Acts (when applicable).

Given that contracts awarded for work under this IFB/RFP/CONTRACT are subject to the future issuance of contracts whose amounts will constitute the actual dollar amount, I understand that my M/W/DBE Utilization (Schedules A and C) and the Section 3 Utilization Form. Plans will be required to be submitted on each award to reflect actual contract amounts to the listed contractors.

Based upon the total amount of the award as constituted by all issued awards, I agree to fully comply with the minimum participation goals as outlined in the Policies and the following reporting requirements:

- Submit within five (5) business days of issuance of an award, copies of all resultant subcontractor agreements with approved certified M/W/DBE firms
- On a monthly basis an updated payment report and labor hours must be entered for every subcontractor (M/W/DBE and non-minority subcontractors) into B2Gnow (CHA's electronic payment monitoring and labor hour software for contractors and subcontractors)
- Submit weekly payroll information and labor hours for construction contracts with the LCPTracker (CHA's online payroll and labor hour software)

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**Department of Procurement & Contracts Contract Compliance Division**

**RFP/RFQ/Bidder/Proposers' M/W/DBE & Section 3  
Contract Compliance Certification**

I further understand that any changes to my approved M/W/DBE and Section 3 Utilization Plans require the approval of the Department of Procurement & Contracts' Contract Compliance Division.

**NOTE: It is the responsibility of the prime contractor to make sure that its subcontractor(s) is/are in compliance with CHA's M/W/DBE, Section 3 (24 CFR Part 75) and Davis Bacon compliance requirements.**

I do solemnly declare and affirm under the penalty of perjury that the contents of the forgoing certification are true and correct, and that I am authorized on behalf of the Prime Contractor to make this certification.

**ACKNOWLEDGEMENT:**

\_\_\_\_\_  
(Authorized Principal or Agent Signature)

\_\_\_\_\_  
Date



**CHICAGO HOUSING AUTHORITY**  
**Department of Procurement & Contracts**

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- Sole proprietorship
- General partnership\*
- Limited partnership\*
- Trust

- Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?  Yes  No
- Other (please specify)

\* Note and complete B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

\_\_\_\_\_

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes       No       N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, that are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1. b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE: Each legal entity listed below must submit an affidavit on its own behalf.**

**CHICAGO HOUSING AUTHORITY  
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**CONTRACTOR'S AFFIDAVIT**

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity whether held in its or their own name or through intermediaries or nominees. **If none, state "None."**

*NOTE: CHA may require any such additional information from any applicant which is reasonably intended to achieve full or additional disclosure of ownership.*

Name	Business Address	% Interest in the Disclosing Party
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Add sheets if necessary)

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**CHICAGO HOUSING AUTHORITY**  
**Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

**II. CONTRACTOR CERTIFICATION**

**A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT**

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Contractor's Affidavit or if a subcontractor or subcontractor's affiliated entity during a period of three (3) years prior to the date of award of the subcontract:
  - a. Violated any of the provisions of 18 U.S.C. §666 (a) (2) and 720 ILCS 5/33E-1, et seq.
  - b. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the CHA, 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
  - c. Agreed or colluded, or been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - d. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of Federal, state or local government as a result of engaging in or being convicted of bid-rigging in violation of the Illinois Criminal Code, 720 ILCS 5/33e-3, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this bid, proposal or response.
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 in violation of the Illinois Criminal Code, 720 ILCS 5/33E-

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4, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating.

4. Additionally, that the undersigned is the party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, and that said bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer and has not secured any advantage against the Chicago Housing Authority or any person interested in the proposed contract, nor has said proposer participated with any person or business entity in any collusive scheme to rotate proposals, provide any bribes, kickbacks to CHA employees in violation of any of the provisions of 18 U.S.C. §666 (a) (1) and 720 ILCS 5/33E-1 et seq; or engage in bid rigging; that proposer is not barred from bidding on the subject contract as a result of a violation of either Section 33-E-3 or 33-E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq; and that all statements on said proposal are true. Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Contractor's Affidavit are true and correct.
5. The Contractor, its agent, officers or employees have not directly or indirectly solicited non-public information from a CHA officer or employee; entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal in violation of Illinois Criminal Code, 720 ILCS5/33E-1 et seq. Failure to submit this statement as part of the bid/proposal will make the bid non-responsive and not eligible for award consideration.

**B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT**

1. The Contractor has obtained from all subcontractors to be used in performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Sub-Section A of Section II of this affidavit.
2. The Contractor will, prior to using any subcontractor(s), obtain from such all subcontractor(s) to be used in the performance of this contract, but not yet known by the Contractor at this time certification in form and substance equal to the certification Subsection A of Section II of this Affidavit. The Contractor shall not, without the prior written permission of the CHA, 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, becomes aware of such subcontractor, subcontractor's

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affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of any of the conduct described in Section II (A) hereof.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II for any subcontractors to be used in the performance of this contract and will make such certifications promptly available to the CHA upon request.
4. The Contractor will not, without the prior written consent of the CHA, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to the certification.
5. Contractor hereby agrees, if the CHA so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under the State of Illinois Criminal Code 720 ILCS 5/33e-1 eq seq. as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Section II.

Notes 1-4 For Section II. Contractor's Certification

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person control 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 a business entity following the ineligibility of a business entity using substantially the same management, ownership or principals as the ineligible entity.
2. 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 this employee so convicted is no longer employed by the corporation and: (1) it has been finally indicated not guilty or (2) if it demonstrate 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 in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

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3. For purposes of Section II (A) 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 5/33E-3).
  
4. For purpose 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 3 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 contract (See, 720 ILCS 5/33E-4).

**III. STATE TAX DELINQUENCIES**

In completing this Section III, authorized signatory must initial on the line next to the appropriate subsection.

1. \_\_\_\_\_ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
  
  2. \_\_\_\_\_ 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. \_\_\_\_\_ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.
- 
1. 65 ILCS 5/11 - 42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax

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administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement.

Notwithstanding the above, the CHA may enter into the contract if the CHA's Operating Officer determines that:

- 1) the contract is for goods or services vital to the public health, safety, or welfare; and
- 2) the CHA is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

**IV. PUNISHMENT**

A Contractor or subcontractor who makes a false statement, material to Section II (A) and (B) of this certification commits a 3 class felony. 720 ILCS 5/33e-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the Contractor and allows the CHA to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

**V. CERTIFICATION REGARDING SUSPENSION AND DISBARMENT**

- A. The Contractor certifies to the best of its knowledge and belief, that it, its' principles and any subcontractors used in the performance of this contract:
1. Meet the Agency requirements and have not violated the City or Sister Agency policy, codes, state, federal, and or local laws, rules or regulations and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.
  2. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, state or local government or agency;
  3. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

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4. 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 offense enumerated in Section II (A) (1) above; and
  5. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.
- B. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a detailed factual explanation to this certification.
- C. If any subcontractors are to be used in the performance of this Contract, the Contractor shall cause such subcontractors to certify as to paragraph 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 a detailed factual explanation to this certification.

**VI. EPA CONTRACTOR LISTING**

- A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:
1. The Clean Air Act (42 U.S.C. 4701 et. seq.), as amended;
  2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;
  3. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCA) of 1976 (42 U.S.C. 6901, et. seq.), as amended;
  4. The Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et. seq.), as amended;
  5. Occupational Safety and Health Administration (OSHA) regulations, and any amendments thereto;
  6. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), as amended;
  7. Illinois Environmental Protection Agency regulations, as amended;

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8. Illinois Department of Labor regulations, asamended;
9. City of Chicago Ordinances, as amended;
- B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency's ("EPA") List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.
- C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA's List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.
- D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

**VII. CERTIFICATION OF RESTRICTION ON LOBBYING**

**THE CONTRACTOR CERTIFIES THAT:**

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The undersigned shall require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or more than \$100,000 for each such failure.

**VIII. CERTIFICATION OF NONSEGREGATED FACILITIES**

As used in this Affidavit, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this Affidavit is submitted as part of a bid or proposal, the term "Contractor" shall be deemed to refer to the Bidder or proposer, or subcontractor or supplier. This Affidavit shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this Affidavit is in effect. The undersigned Contractor certifies the following to the CHA

- A. REPORTS: Within thirty (30) days after CHA award to the Contractor of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Contractor shall file Standard Form 100, entitle "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless the Contractor has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- 6. PRIOR REPORTS: If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.



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CERTIFICATION OF NONSEGREGATED FACILITIES: The Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term "segregated facilities" means waiting room, waiting area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the CHA will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001).

7. The Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

**NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS/PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.**

**IX. EQUAL EMPLOYMENT OPPORTUNITY**

The Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR Part 60) require that each prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

- A. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes       No

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- B. If answer to 1, is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

Yes       No

**X.      DAVIS - BACON CERTIFICATION**

- A. By the submission of this Affidavit, the Contractor hereby certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government or the CHA by virtue of Section 3(a) of the Davis-Bacon Act (29 CFR 5.12 (a)(1)).
- B. No part of the Contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded Contracts by the United States Government or the CHA by virtue of Section 3 (a) of the Davis-Bacon Act (29 CFR 5.12 (A) (1)).
- C. Furthermore, the Contractor hereby certifies that the information contained in this Affidavit and representation, are accurate, complete and current. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**XI.      SECTION 3 CERTIFICATION**

For all contracts where Section 3 is applicable, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq and CHA Resolutions implementing Section 3 requirements. The Prime Contractor will submit a Schedule B-Section 3 Utilization Plan to identify employment, subcontracting, and other economic opportunities for CHA residents and low- and very low-income Chicago area residents during the term of the contract between the Prime Contractor and CHA.

**XII.      INCORPORATION INTO CONTRACT AND COMPLIANCE**

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. \_\_\_\_\_ and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.

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**XIII. ETHICS POLICY**

The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on September 21, 2021. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's 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.

Signature of President or Authorized Officer \_\_\_\_\_

\_\_\_\_\_  
Name of President or Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

State of \_\_\_\_\_)

County of \_\_\_\_\_)

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
by

\_\_\_\_\_(Name) as \_\_\_\_\_

(Title) of \_\_\_\_\_(Contractor)

Notary Public Signature \_\_\_\_\_



**DEPARTMENT OF PROCUREMENT AND CONTRACTS**  
**Diversity Goals Utilization Plan**

Vendor Name:	
Vendor Ethnicity:	
Contract Type:	
Spec. No. (RFP/IFB):	
Aggregate Total:	
Contract Description:	
Contract Start and End Date:	
Length of Contract Term:	

Type of Contract	Contract Amount	M/W/DBE Participation	CHA Section 3 Business Subcontracting (>\$250k)	Section 3 Labor Hours(25% of which 5% is through CHA resident hires)
Construction	\$50,001+	30%	10%	25%
Supply & Delivery	\$50,001+	20%	3%*	N/A
Professional Services	\$50,001+	20%	3%*	25%

\*Or Other Economic Opportunities

MBE/WBE/DBE UTILIZATION PLAN									
MBE/WBE/DBE Contractor Name	*Ethnicity	Gender	Participation Type	M/W/DBE	M/W/DBE Aggregate Total	Contract Percentage	Start Date	End Date	Work to be Performed
<b>Totals:</b>					\$	-			

M/W/DBE		M/W/DBE COMMITMENT	
Dollars	Percentage	Dollars	Percentage
\$	-	MBE Commitment: \$	-
		WBE Commitment: \$	-
		DBE Commitment: \$	-
		<b>Total: \$</b>	<b>-</b>

SECTION 3 UTILIZATION PLAN						
SECTION 3 BUSINESS SUBCONTRACTING						
Section 3 Business Name	S3 Cert Status	Current S3B Aggregate Amount	Percentage of Total Contract	Start Date	End Date	Work to be Performed
<b>Totals:</b>		\$	-			

**INDIRECT PARTICIPATION: OTHER ECONOMIC OPPORTUNITIES**

Outline the Other Economic Opportunities to meet Diversity Goals

OEO Dollar Value of Commitment:

**CHICAGO HOUSING AUTHORITY (CHA)**  
**DEPARTMENT OF PROCUREMENT & CONTRACTS CONTRACT COMPLIANCE DIVISION**

**LETTER OF INTENT M/W/DBE AND/OR SECTION 3 BUSINESS CONCERN**  
**SUBCONTRACTORS, SUPPLIERS, CONSULTANTS**  
**(TO BE COMPLETED BY SUBCONTRACTOR AND/OR SELF-PERFORMING PRIME CONTRACTOR)**

**M/W/DBE or SECTION 3 BUSINESS CONCERN NAME:** \_\_\_\_\_

**M/W/DBE Certification Status:** MBE  WBE  DBE       **Section 3 Business Concern:** YES  NO

**NOTE:** Section 3 Business Concerns must show evidence of certification with the CHA Section 3 Resource Center, prior to contract award. **If yes, Section 3 Business Concern:**

- At least 51 percent owned and controlled by low-or very low-income persons
- The business is at least 51 percent owned and controlled by current public housing residents or who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three- month period are performed by Section 3 workers.

**FEIN:** \_\_\_\_\_ **ETHNICITY:** \_\_\_\_\_ **GENDER:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**CONTACT NAME/TITLE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_ **IFB/RFP/CONTRACT OR PO #:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_ **DATE FORM COMPLETED:** \_\_\_\_\_

**PRIME CONTRACTOR:** \_\_\_\_\_ (NAME) \_\_\_\_\_ (TELEPHONE NUMBER)

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**NOTE:** M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan. Subcontractors cannot also be an employee of the Prime Contractor.

1. **Will the Subcontractor contract any of the work to be performed on this contract to another firm?**  
Yes  No

**If yes, explain below (Include dollar amount and percentage that will be subcontracted to other firms):**

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

**CHICAGO HOUSING AUTHORITY (CHA)**  
**DEPARTMENT OF PROCUREMENT & CONTRACTS CONTRACT COMPLIANCE DIVISION**

**LETTER OF INTENT M/W/DBE AND/OR SECTION 3 BUSINESS CONCERN**  
**SUBCONTRACTORS, SUPPLIERS, CONSULTANTS**  
**(TO BE COMPLETED BY SUBCONTRACTOR AND/OR SELF-PERFORMING PRIME CONTRACTOR)**

2. List commodities/services to be provided for the above-referenced contract:

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3. Indicate the total dollar value: \$ \_\_\_\_\_

4. Does the subcontractor have any business interests related to the Prime? Yes  NO

**PLEASE NOTE:**

**SUBSTITUTION/REMOVAL OF SUBCONTRACTOR:** A prime contractor that needs to remove or substitute a subcontractor on its approved utilization plan must submit a written request for the removal or substitution of the subcontractor concerned. Only when DPC Compliance approves such a request in writing can the removal or substitution of the subcontractor be done by the prime contractor. Under no circumstance should a prime contractor unilaterally remove or substitute a subcontractor on its CHA/HUD funded contract without prior approval by DPC Compliance.

**AFFIDAVIT**

The undersigned will enter into a signed agreement with the Prime Contractor listed above within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority.

I do solemnly declare and affirm under the penalty of perjury that the contents of the forgoing document are true and correct, and that I am authorized on behalf of the Subcontractor to make this affidavit.

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME OF NOTARY - PRINT OR TYPE)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_ 20\_\_\_\_ BEFORE ME APPEARED (NAME) \_\_\_\_\_

to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC: \_\_\_\_\_

(SEAL):

COMMISSION EXPIRES: \_\_\_\_\_

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name \_\_\_\_\_

Program/Activity Receiving Federal Grant Funding \_\_\_\_\_

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

# General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/1/2014)

**Applicability.** The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

## 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

## 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

## 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

## 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

## 5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

## 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:



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(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$\_\_\_\_\_ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$\_\_\_\_\_ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### **9. Examination and Retention of Contractor's Records**

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### **10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)**

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### **11. Energy Efficiency**

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### **12. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

#### **13. Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

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qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

#### **14. Labor Standards - Davis-Bacon and Related Acts**

##### **(a) Minimum Wages.**

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
  - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (b) The classification is utilized in the area by the construction industry; and
  - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

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of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(h) **Contract Termination; Debarment.** A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) **Compliance with Davis-Bacon and related Act Requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(j) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(k) **Certification of Eligibility.**

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) **Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Signature & Date:

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Typed or Printed Name:

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Title:

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**CHICAGO HOUSING AUTHORITY  
ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

**A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:**

\_\_\_\_\_

**Check ONE of the following three boxes:**

Indicate whether Disclosing Party submitting this EDS is:

1.  the Applicant
2. OR
3.  a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest:

\_\_\_\_\_

OR

4.  a specified legal entity with a right of control (see Section II.B.1.b.). State the legal name of the entity in which Disclosing Party holds a right of control:

\_\_\_\_\_

*Note: Legal entity is defined below in Section II A 1.*

**B. Business address of Disclosing Party:**

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

**C. Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**D. Name of contact person:** \_\_\_\_\_

**E. Federal Employer Identification No. (if you have one):** \_\_\_\_\_

**F. Brief description of contract, transaction, or other undertaking** (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

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

**G. Litigation**

1. Please indicate if the Disclosing Party or any Controlling Person (see Section II.B.1.b) of the Disclosing Party or any **family member** of the Disclosing Party has ever been involved with any pending, current or past litigation involving the CHA within the past five years. \***Family member** (as defined in the CHA Ethics Policy).

Yes       No       N/A

2. If there are any pending, current or past litigation within the past five years, please provide the following information:

Parties	Case Number	Brief Statement of the Nature of the Litigation
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3. Please indicate the amount of the Disclosing Party's possible financial exposure from their open litigation matters.

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**H. Real Estate Ownership Disclosures**

The Disclosing party must indicate by filling in the appropriate provision below and providing all required information that either:

1. The following is a complete list of all real estate owned by Disclosing Party in which the CHA has an ownership interest or financial interest:

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OR:

2. The Disclosing Party owns no real estate in which CHA has an ownership or financial interest.

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3. Please identify if the Disclosing Party is a party to an existing Section 8 Project Based Voucher Agreement and/or a Section 8 Housing Choice Voucher Agreement with any Public Housing Authority. If so, please list the address of the property, the type of Section 8 voucher agreement associated with each property and indicate the applicable housing authority.

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**I. Pending Business Transactions:**

The Disclosing party must indicate whether they have ever discussed any business ventures/opportunities or entered into any business arrangements with any CHA Board Member or CHA official or employee.

**J. Vendor Information (If the Party completing this EDS is Vendor supplying a Good or Service to CHA)**

- 1. Vendor's name and title \_\_\_\_\_
- 2. Address \_\_\_\_\_
- 3. Brief background including but not limited to:
  - a. When was the business established? \_\_\_\_\_
  - b. Headquarters and/or primary office. \_\_\_\_\_
  - c. Years of experience in the area for which you are being awarded. \_\_\_\_\_
  - d. Current or experience and/or history with CHA. \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                               | <input type="checkbox"/> Limited liability company*                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership*              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture*                              |
| <input type="checkbox"/> Sole proprietorship                      | <input type="checkbox"/> Not-for-profit corporation                  |
| <input type="checkbox"/> General partnership*                     | (Is the not-for-profit corporation also a                            |
| <input type="checkbox"/> Limited partnership*                     | 501(c)(3))? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)                      |
- \_\_\_\_\_

\* Note and complete B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

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

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes       No       N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles of all executive officers and all directors of the entity. (i.e., President or CEO, Chief Operations Officer, Chief Financial Officer, etc.). For not-for-profit corporations, also list below all members, if any, that are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. *NOTE: Each legal entity listed below must submit an EDS on its own behalf. In addition, please submit an organization chart which shows the flow of ownership and the names and percentage interest of all persons/entities that own 7.5% of more.*

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity whether held in its or their own name or through intermediaries or nominees. **To illustrate this best, please submit an organization chart which shows the flow of ownership and the names and percentage interest of all persons/entities that own 7.5% of more.**

**If none, state "None."** *NOTE: CHA may require any such additional information from any applicant which is reasonably intended to achieve full or additional disclosure of ownership.*

Name	Business Address	Percentage Interest in the Disclosing Party

(Add sheets if necessary)

**SECTION III -- COMPLIANCE WITH CHA ETHICS POLICY**

The CHA Ethics Policy imposes certain duties and obligations on persons or entities seeking CHA contracts, work, business, or transactions. The full text of CHA's Ethics Policy and a training program is available online at <http://www.thecha.org/doing-business/forms-and-documents> and may also be obtained from CHA 60 E. Van Buren St., 13<sup>th</sup> Floor, Chicago, Illinois, 60605.

By signing this EDS, the Disclosing Party certifies that it and its officers, agents and employees have not by action or omission, breached the CHA Ethics Policy or induced, caused to result in or caused a breach of CHA Ethics Policy by a CHA officer, contractor, agent or employee and will not do so.

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

On the next page, the Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, or consultant whom the Disclosing Party has retained or expects to retain in connection with the Matter and any other person who will be paid a fee for communicating with CHA employees or officials when such communications are intended to influence the issuance of a contract or lease, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees other than Lobbyists who are paid solely through the Disclosing Party's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the CHA whether disclosure is required or make the disclosure. (Add sheets if necessary)

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Substantial owners of business entities that contract with CHA must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

- Yes       No       No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

- Yes       No

All of the Contractor's Substantial Owners who directly or indirectly owns 10% or more of the Contractor must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

### B. CERTAIN OFFENSES INVOLVING CHA AND SISTER AGENCIES

1. Neither the Disclosing Party nor any Controlling Person (as defined below) of the Disclosing Party has ever been convicted, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, including but not limited to a criminal offense of whatever degree, involving:
  - (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the CHA or of any Sister Agency (as defined below); or
  - (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the CHA or any Sister Agency; or
  - (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section V.B.1
2. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section V.B.1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.
3. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section V.B.1 above.

As used in this Section V.B, "**Controlling Person**" means any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. 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 a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used in this Section V.B., “**Sister Agency**” means (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) the City of Chicago; (5) City Colleges of Chicago; or (6) the Public Building Commission of Chicago.

4. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has been debarred as a result of a sustained Office of the Inspector General (OIG) investigation.
5. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has been the subject of a sustained Office of the Inspector General (OIG) investigation.
6. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has been removed as a tenant from any Public Housing Authority within the United States.

### C. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; 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 clause C.1.b. of this Section V;
  - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 3, 4 and 5 of this Section V.C., concern:
  - the Disclosing Party;
  - any "**Applicable Party**" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
    - any "**Affiliated Entity**" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under

common control of another person or entity. 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 a business entity following the ineligibility of a business entity to do business with federal or state or local government, including CHA, using substantially the same management, ownership, or principals as the ineligible entity);
- with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
  - any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

3. Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:
  - a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the CHA, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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
  - c. made an admission of such conduct described in a. or b. above that is a matter of record but have not been prosecuted for such conduct.
4. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) Sherman Anti-Trust Act and Clayton Act (15 U.S.C. §1 et seq.); or (2) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
5. Neither the Disclosing Party, Affiliated Entity or Applicable Party is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
6. The Disclosing Party understands and shall comply with all the applicable rules and regulations of the Board of Commissioners of CHA now in effect or hereafter adopted by the Board.
7. If the Disclosing Party is unable to certify to any of the above statements in Parts V.B. (Certain Offenses).



Involving CHA and Sister Agencies or V.C. (Further Certifications), the Disclosing Party must explain below:

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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 Disclosing Party certified to the abovestatements.

#### **D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part D, under the Municipal Code of Chicago (“CMC”) Section 2-32-455(b), the term **"financial institution"** means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in CMC Section 2-32-455(b).)

##### **1. CERTIFICATION**

The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in Section 2-32-455(b) of the CMC.

##### **2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the CMC. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the CMC. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the CHA.

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the CMC) is a predatory lender within the meaning of Chapter 2-32 of the CMC, explain here (attach additional pages 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 Disclosing Party certified to the above statements.

#### **E. CERTIFICATION REGARDING INTEREST IN CHA BUSINESS**

Any words or terms that are defined in CHA Ethics Policy have the same meanings when used in this Part E.

1. To the best of your knowledge after diligent inquiry does any Board Member, official or employee of CHA have any type of interest not already addressed or contemplated in this EDS, in his or her own name or in the name of any other person or entity in the matter which is associated with this EDS.  
 Yes       No
2. Unless sold pursuant to a process of competitive bidding following public notice, no employee or Board member shall have a financial interest in the purchase of any property that belongs to the Board. Before participating in the competitive process, the employee or Board member shall disclose his financial interest.  
 Does the Matter involve a CHA Property Sale?  
 Yes       No

If you checked "Yes" to Item E.1., provide the names and business addresses of the CHA officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

3. No employee or spouse of any employee, or entity in which an employee or his or her spouse has a financial interest, has applied for, solicited, accepted or received a loan of any amount from the Disclosing Party, any Applicable Party or any Affiliated Entity; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business.  
 Yes       No

4. If you checked "Yes" to Item E.3, provide the names and addresses of the CHA officials or employees who applied for, solicited, accepted or received such loan:

Name	Business Address	Amount of loan

5. The Disclosing Party further certifies that no prohibited financial or special interest in the Matter will be acquired by any CHA official or employee.

## SECTION VI -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

### A. The Disclosing Party understands and agrees that:

1. By completing and filing this EDS, the Disclosing Party acknowledges, on behalf of itself and the persons or entities named in this EDS, that the CHA may investigate the creditworthiness of and the information provided about some or all of the persons or entities named in this EDS.
2. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the CHA in connection with the Matter, whether procurement or other CHA action, and are material inducements to the CHA's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
3. If CHA determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and CHA may pursue any remedies under the contract or agreement (if not or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with CHA.
4. CHA may make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against CHA in connection with the public release of information contained in this EDS and also authorizes CHA to verify the accuracy of any information submitted in this EDS.
5. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the CHA takes action on the Matter. If the Matter is a contract or other agreement being entered into by the CHA's Board of Trustees, the Disclosing Party must also update this EDS as the contract or agreement requires.

### B. The Disclosing Party represents and warrants that:

1. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information required by this Disclosure Affidavit. For purposes of the certifications in VI.B.2. and B.3., the term "**affiliate**" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. 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 a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including CHA, using substantially the same management, ownership, or principals as the ineligible entity.
2. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to CHA or a Sister Agency (as defined in Section V,B). This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
3. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in

connection with the Matter for the duration of time that such facility remains on the list.

- 4. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those contained in this Disclosure Affidavit and will not, without the prior written consent of the CHA, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in VI.B.2., B.3. or B.4. above, an explanatory statement must be attached to this EDS.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the CHA.

\_\_\_\_\_  
(Print or type name of Disclosing Party) Date: \_\_\_\_\_

By: \_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(Print or type name of person signing)

\_\_\_\_\_  
(Print or type title of person signing)

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

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

Signed and sworn to before me on (date) \_\_\_\_\_, by \_\_\_\_\_.

(signature continues to next page)

\_\_\_\_\_  
Notary Public.

Commission expires: \_\_\_\_\_