



INVITATION FOR BID

Department of Procurement and Contracts, 60 East Van Buren Street, 13th Floor, Chicago, Illinois 60605

Contact Person: Thomas Serafini, Assistant Director, Procurement Ph: 312.913-5876 Email: tserafin@thecha.org

Bidder's Name: Novak Construction Company

Bidder's Address: 3423 N. Drake Avenue, Chicago IL 60618

SPECIFICATIONS FOR: MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY APARTMENTS AND ANNEX

IFB # 13 - 01156
(Specification Number)

Release Date: May 22, 2013

TO BE OPENED: June 21, 2013 @ 10:00 a.m. (local time)

Technical questions and Requests for Information regarding this solicitation should be submitted by no later than 10:00 a.m. (local time) on June 10, 2013 to Thomas Serafini, Assistant Director, Procurement at tserafin@thecha.org or fax number 312.913-5877.

PRE-BID CONFERENCE AND SITE VISIT: A Pre-Bid Conference will be held at 3246 South Prairie Avenue, Chicago, IL, at 10:00 a.m. (local time) on May 29, 2013. Immediately following the Pre-Bid Conference a Site Visit will be held at 3246 South Prairie Avenue, Chicago, IL.

The Chicago Housing Authority (hereinafter "the CHA" or "the Authority") invites Bidders to submit sealed bids for the above described specification.

BID	DESCRIPTION(S)	ADDRESS(ES)	LUMP SUM BASE BID
Bid 1	Lincoln Perry Apartment	3245 South Prairie Avenue Chicago, IL 60616	\$ 11,424,624.00
Bid 2	Lincoln Perry Annex	243 East 32 nd Street Chicago, IL 60616	\$ 8,559,523.00

LUMP SUM BASE BID TOTAL


\$ 19,984,147.00

ADDENDA: The CHA reserves the right to issue Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda below.

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

Number 1 2 _____
Dated 06.17.13 06.25.13 _____

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.


(Signature)
Lee Krzyszton
(Print Name)

Novak Construction Company
(Contractor's Name)
Vice President
(Title)
7-3-13
(Date)

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CHICAGO HOUSING AUTHORITY
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I. BID SUBMITTAL: The Bid Submittal includes the following documents:

- A. These BF Pages and other documents in the following form:**
- Enter his/her firm's name in the space provided on Page BF/1 of this Specification; and
 - Submit **TWO (2) COPIES**, one (1) original and one (1) photocopy, of the "Bid Submittal" form comprising all BF pages (including the Bidder's completed BF pages for Sections VII and VIII). PLEASE NOTE: Each BF Page within both copies shall bear an original (not photocopied) signature; and
 - Submit **ONE (1) ORIGINAL COPY** of all required M/W/DBE and Section 3 documents; and
 - Submit **ONE (1) ORIGINAL COPY** of all other required bid documents (see enclosed Index of Documents); and
 - Acknowledge on Page BF/1 receipt of any Addenda issued.

Failure to submit the documentation set forth above in Section I(A)(i)-(v) may result in the bid package being deemed non-responsive and therefore ineligible for award.

- B. ELECTRONIC FILES FOR DRAWINGS AND TECHNICAL SPECIFICATIONS:** Please be advised that the Chicago Housing Authority is NOT distributing printed plans or specifications with this solicitation. The Chicago Housing Authority will have free CD ROMs containing PDF files of the Drawings and Technical Specifications available for pick up at the 13th floor Reception Desk of the Chicago Housing Authority, 60 East Van Buren Street. The Bid Solicitation, Technical Specifications and Drawings are also available on the CHA's BuySpeed Website at <http://beso.thecha.org/beso>.

- C. GENERAL CONTRACTOR LICENSE:** Each bid must be accompanied by **ONE (1) COPY** of a current and valid license from the City of Chicago. The absence of a license shall cause a bid to be deemed non-responsive and therefore ineligible for award. Any Contractor that does not have a currently valid license from the City of Chicago shall be deemed non-responsive. Applications are NOT accepted.

- D. BID SECURITY:** Each individual bid must be accompanied by a Bid Bond in the amount of **5%** of the total amount of the submitted bid or a certified check in the same amount, payable to the "Chicago Housing Authority". If the bid and bid security have not been received by the CHA prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful Bidders will be returned as soon as practicable after the opening of bids.

- E. BIDDER PROFILE INFORMATION:** Each individual bid must be accompanied by a summary of the Contractor's qualifications to complete the work described in the Bid Package, which summary shall include, at a minimum, the following documents:

- the resumes of the Contractor's Project Team (including the superintendent, project manager, and project accountant, or equivalent); and
- a list of all the Contractor's subcontractors; and
- a list of the Project Team of the Contractor's subcontractors;
- a detailed description of not less than three (3) jobs completed by the Contractor in the last five (5) calendar years of a substantially similar size and scope and requiring substantially similar work and level of responsibility, together with the contact information of the owner's representative for each of these jobs (including name, company name, address, telephone number, fax number, and e-mail address); and
- the same information described in Paragraph E.ii. above for at least one (1) job performed by each primary subcontractor in the last five (5) calendar years.

Failure to submit the documentation set forth above in Section I(E)(i)-(v) may result in the bid package being deemed non-responsive and therefore ineligible for award. The CHA may also, on the basis of the Bidder's profile information submitted, find that there exists an insufficient amount of information to clearly determine whether a Bidder or its subcontractor(s) possess the ability to perform successfully under the terms and conditions of the Contract Documents, and

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.


(Signature)

Lee Krzyszton
(Print Name)

Novak Construction Company

(Contractor's Name)

Vice President

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the CHA may therefore determine the bid package is ineligible for award on the basis of insufficient evidence regarding responsibility.

- F. FINANCIAL STATEMENT:** The Bidder shall demonstrate its financial responsibility by submitting an audited financial statement or annual reports from the previous two (2) years, or the two (2) most recently available, or such alternative information that is deemed acceptable by the CHA. Bidders may provide information regarding a line of credit or a letter of credit, and must provide information about its lines of credit or working capital that would be available in the event it is awarded a Contract resulting from this IFB. This information will remain confidential and may be used by authorized CHA personnel in determining your firm's financial capability to perform the required scope of service. Failure to submit the audited financial statement or such other acceptable alternate information may result in the bid package being deemed non-responsive.
- G. CRITICAL PATH METHOD SUMMARY PROJECT SCHEDULE:** In evaluating this IFB, the CHA will determine the responsibility of each bidder and whether a particular bidder can complete the Work in the shortest time frame, which time frame shall not exceed the Final Completion Date for the Work as set forth in this IFB and in the Contract Documents. The Critical Path Method ("CPM") Summary Project Schedule to be submitted as part of the bid, and the Work Schedule, as defined in Paragraph 6 of the CHA's "Special Conditions of the Contract for Construction", is to reflect the following:


BASE BID	DESCRIPTION(S)	ADDRESS(ES)	START DATE	FINAL COMPLETION DATE
Bid 1	Lincoln Perry Apartments	3245 South Prairie Avenue Chicago, IL 60616	Upon the date set forth in the Notice to Proceed	six hundred sixty (660) calendar days from the date set forth in the Notice to Proceed *
Bid 2	Lincoln Perry Annex	243 East 32nd Street Chicago, IL 60616	Upon the date set forth in the Notice to Proceed	six hundred sixty (660) calendar days from the date set forth in the Notice to Proceed *

- * **IMPORTANT:** Work is expected to be performed on two (2) buildings concurrently, NOT sequentially.

The Contractor shall furnish as part of this proposal a CPM Summary Project Schedule showing the proposed construction phasing and sequencing approach of the major scope items. This CPM Summary Project Schedule shall:

- Be submitted in an electronic format on a CD-ROM;
- Be submitted in a hard copy format;
- Be prepared using only Primavera Project Planner® (P3 version 3.1), Primavera Project Management® (P6 version 6.2.1), Primavera Contractor® (P6) or Primavera SureTrak® software;
- Be prepared using the Critical Path Scheduling Method (CPM);
- Depict at least one critical path starting with the Notice To Proceed and ending with the Final Completion Date;
- Include critical tasks to be performed by the Owner, Prime Design Consultant, or others, for the completion of all Work; and
- Have each construction activity be resource loaded with the person-hours estimated necessary to complete the activity.

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The CPM Summary Project Schedule dates for the elements cited in the project's IFB shall be met or bettered.

For purposes of the CPM Summary Project Schedule to be submitted with this bid, the Contractor shall assume that:

- The date set forth in the Notice to Proceed will be on or around September 1, 2013; however, the CHA shall NOT be bound to issuing a Notice to Proceed by or for that date;
- The Final Completion Date for ALL WORK is six hundred sixty (660) calendar days from the date set forth in the Notice to Proceed;
- The building(s) will be available to the Contractor on the date(s) set forth in the Notice to Proceed.

For additional detail on how to submit required Schedules, please refer to Paragraph 6 and Paragraph 55 of the CHA's "Special Conditions of the Contract for Construction".

Failure to submit this CPM Summary Project Schedule in the requested software format, and as an electronic file prepared using only Primavera Project Planner® (P3 version 3.1), Primavera Project Management® (P6 version 6.2.1), Primavera Contractor® (P6) or Primavera SureTrak® software on a CD-ROM as well as in hard copy, may result in the entire Bid Package being deemed non-responsive.

- H. **ADDRESS FOR BID SUBMITTAL:** Sealed bids shall be delivered or mailed to:
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 13th Floor
Chicago, IL 60605

Sealed bids shall be delivered or mailed to the CHA's address listed above. The sealed envelope/package shall be marked with (1) the Bidder's Name and Address; (2) the Specification title and number; and (3) the bid opening date and time. All bids submitted and accepted become the property of the CHA.

II. **BID PREPARATION AND WITHDRAWAL**

A. **PREPARATION OF BIDS - Construction:**

- Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract;
- Bids must be submitted on the forms furnished by the CHA or on copies of those forms, and must be manually signed. The person signing a bid must initial each erasure or change appearing on any bid form. To facilitate the solicitation process, many of the standard CHA documents are now available for download at:
http://www.thecha.org/pages/forms_documents/66.php;
- The bid forms may require Bidders to submit bid prices for one (1) or more items on various bases, including lump sum bidding, deductive alternate prices, change order pricing of construction, or any combination thereof;
- If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, Bidders should insert the words "no bid" in the space provided for any item on which no price is submitted;
- Alternate bids will not be considered; and
- Product substitutions will not be considered unless this solicitation authorizes the submission. Bidders are responsible for providing bids for products that fully meet the required specifications. Bidders may bid the referenced manufacturers OR EQUAL. Nevertheless, bidders MUST bid what the specifications require. The architect of record will only entertain substitution requests of the selected Contractor.

- B. **WITHDRAWAL OF BIDS:** No bid shall be withdrawn for a period of one hundred eighty (180) calendar days after the opening of bids without the consent of the CHA.

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.

_____ (Signature)	Novak Construction Company _____ (Contractor's Name)
Lee Krzyszton _____ (Print Name)	Vice President _____ (Title)
	7-3-13 _____ (Date)

CHICAGO HOUSING AUTHORITY
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- C. **TAX:** This bid shall not include charges for the Illinois Retailers' Occupational Tax (so called "Sales Tax") on direct sales to the CHA or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes. The CHA will provide all contract awardees with a tax Exemption Certificate.
- D. **FALSE STATEMENTS IN BIDS:** Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.
- E. **PRE-BID CONFERENCE AND SITE VISIT:** A Pre-Bid Conference will be held at 3248 South Prairie Avenue, Chicago, IL. at 10:00 a.m. (local time) on May 29, 2013. Immediately following the Pre-Bid Conference a Site Visit will start at 3248 South Prairie Avenue, Chicago, IL. All prospective Bidders are urged to attend. Non-attendance on the part of a Bidder shall not relieve the Bidder of any responsibility for adherence to any of the provisions of this bid package or any addenda thereto.
- F. **TECHNICAL QUESTIONS AND REQUESTS FOR INFORMATION:** Bidders shall only communicate with the CHA's Department of Procurement and Contracts regarding this IFB and the bid to be submitted in response to this IFB. These questions will be answered individually or, if applicable, to all potential Bidders, in the form of an addendum to the IFB, if the CHA determines that a revision to the IFB is warranted. All technical questions and Requests for Information (RFIs) regarding this Contract must be submitted in writing by fax or email. Telephonic, oral, or any other means of communication of relaying questions shall not be answered. If an answer is inadvertently or otherwise provided to a question other than as specified in this section, it is expressly understood that the answer is not binding in any way on the Authority.

Technical questions or RFIs received with regards to this solicitation after the deadline shown below will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to technical questions and RFIs received after the deadline.

Please include in the body of your email or fax the following information in the order shown:

- 1) Subject of Question
- 2) Drawing/Sheet Number
- 3) Specification Section / Page Number
- 4) Information Requested
- 5) Suggestion

Technical questions and Requests for Information regarding this solicitation should be submitted by no later than 10:00 a.m. (local time) on June 10, 2013. All questions during the bidding process should be faxed or emailed to:

Thomas Serafini, Assistant Director, Procurement Phone (312) 913 - 5876
Chicago Housing Authority Fax (312) 913 - 5877
Department of Procurement and Contracts Email tserafin@thecha.org
60 E. Van Buren St., 13th Floor
Chicago, IL 60605

III. BID OPENING AND REVIEW OF BIDS

- A. **BID OPENING:** No bids will be accepted after the date and time indicated on Page BF/1, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed may result in the bid being deemed non-responsive and rejected by the CHA for further consideration.

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.


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- B. CLARIFICATION (PRE-AWARD SURVEY) MEETING:** The CHA reserves the right to conduct a Clarification (Pre-Award Survey Meeting) with the Bidder(s) prior to making an award to determine if the Bidder(s) is(are) a responsible party(ies) as described and required by applicable law. This Pre-Award Survey Meeting may include, but is not limited to:
- i. a review of the Bidder's capacity to perform the terms and conditions of the contract;
 - ii. a review of the Bidder's understanding of the Scope of Work, and confirmation of inclusion of the entire Scope of Work in its Division Costs;
 - iii. a discussion (and demonstration, if requested) of the Bidder's expertise in reading and interpreting the drawings and technical specifications included with this solicitation;
 - iv. further breakdown of the Division Costs;
 - v. past performance on other CHA and State/local government agencies contracts;
 - vi. current employee depth and capabilities;
 - vii. financial records and resources/capabilities;
 - viii. a visit to examine the Bidder's facilities and on-hand equipment; and
 - ix. any other area or aspect of the Bidders integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.

IV. AWARD: Contract Award - Sealed Bidding - Construction

- A. The CHA will evaluate bids in response to this solicitation without discussions, and will award a contract to the responsible Bidder whose bid, responsive and conforming to the solicitation, will be most advantageous to the CHA, considering the Lump Sum Base Bid Total and the price-related factors specified elsewhere in the solicitation.
- B. The CHA may waive informalities or minor irregularities in bids received.
- C. The CHA may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- D. The CHA may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the CHA even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- E. The CHA reserves the right to reject any and all bids, or to reissue or withdraw this invitation for Bid in the event that competition is deemed inadequate or that it is otherwise deemed to be in the best interest of the CHA. In such instances, the CHA reserves the right to seek procurement by means of non-competitive negotiation.
- F. No Awards may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from the Authority or the United States, as furnished by HUD.

- V. NOTICE TO PROCEED:** Following execution of the Contract and the Contractor's delivery of all information and documents required by the Contract Documents and otherwise reasonably required by the CHA's Department of Procurement and Contracts, the CHA will issue a Notice to Proceed (NTP) to the Contractor, which will set forth the date(s) for the official commencement of the Work described in this IFB and in the Contract Documents. Upon issuance of the NTP, the CHA will make the Project location(s) available to the Contractor for the start of the required Work.

VI. TYPE OF CONTRACT(S) AND CONTRACT REQUIREMENTS

- A. TYPE OF CONTRACT(S):** In selecting the lowest responsive and responsible bidder(s), the CHA will examine which bidder(s) offers the lowest responsive and responsible Lump Sum Base Bid Total among other criteria. The CHA anticipates awarding a single Firm Fixed Price contract under this solicitation based on the Lump Sum Base Bid Total

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.


(Signature)

Lee Krzysztan

(Print Name)

Novak Construction Company

(Contractor's Name)

Vice President

(Title)

7-3-13

(Date)

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- B. **TIME FOR PERFORMANCE:** Please refer to Section I(G). CRITICAL PATH METHOD SUMMARY PROJECT SCHEDULE. A Notice to Proceed will be issued by the CHA subsequent to contract execution. The work to be performed under this Contract is subject to compliance with the CHA's "Special Conditions of the Contract for Construction" and the HUD "General Conditions for Construction Contracts - Public Housing Programs" (Form HUD-6370).
- C. **PRE-CONSTRUCTION CONFERENCE:** The CHA will notify the Awardee(s) when and where the Pre-Construction Conference(s) will take place. The Awardee(s) must attend this conference before entering the worksite or having materials delivered there.
- D. **PERFORMANCE AND PAYMENT BOND:** Upon award of the contract by the CHA, the Contractor shall provide and pay for an acceptable Performance Bond in the amount of 100% of the contract price or separate acceptable Performance and Payment Bonds each in the amount of 50% or more of the contract price. **IMPORTANT:** The surety must be a guaranty or surety company which appears in the U. S. Treasury Circular No. 570 published annually in the Federal Register, and must, at a minimum, have an "A" rating in according to the A.M. Best Rating Guide. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises. The CHA shall not be responsible for the cost of the Performance and Payment Bond.
- E. **CERTIFICATE OF INSURANCE REQUIREMENTS:** Before commencing work, the Contractor and each Subcontractor shall furnish the Chicago Housing Authority with certificates of insurance showing the required insurance is in force and will insure all operations under the Contract. See Paragraph 36 of the HUD "General Conditions for Construction Contracts - Public Housing Programs" (Form HUD-6370) and the CHA's "Special Conditions of the Contract for Construction" for details on the required types and levels of insurance coverage.

In addition to any other provisions of this Contract or at law, the Contractor may immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Work, or be terminated for cause from this Contract for any lapse in coverage or material change in coverage pursuant to the requirements of Paragraph 36 of the HUD "General Conditions for Construction Contracts - Public Housing Programs" (Form HUD-6370) and the CHA's "Special Conditions of the Contract for Construction", for failure to furnish the CHA with a timely certificate or renewal of certificate, or for making an incorrect or a false representation with regard to provision of the insurance specified in Paragraph 36 of the HUD "General Conditions for Construction Contracts - Public Housing Programs" (Form HUD-6370) and the CHA's "Special Conditions of the Contract for Construction".

- F. **ONLINE CONTRACT COMPLIANCE SYSTEM:** The CHA maintains an online contract compliance system which provides various work-flow automation features to improve reporting processes. The online contract compliance system will be used to monitor contract compliance, and the contractor and its subcontractors shall be required to use the secure web-based system to submit all information related to compliance. Prior to commencing work, the CHA will provide the contractor access to its online contract compliance system.

Accordingly, the contractor expressly agrees that it, and its subcontractors, shall provide the required compliance data to the CHA via its electronic system available at <https://cha-diversitycompliance.com/>. The contractor acknowledges that it and its subcontractors are responsible for responding by any noted response dates or due dates to any instructions or requests for information, and checking the electronic system on a regular basis to manage contact information and Contract records. The contractor also acknowledges that it is responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current. The Contractor shall flow down this provision to subcontractors at every tier.

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.



(Signature)

Lee Krzyszton
(Print Name)

Novak Construction Company

(Contractor's Name)

Vice President
(Title)

7-3-73

(Date)

CHICAGO HOUSING AUTHORITY
IFB # 13 - 01166

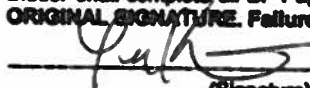
- G. **SECTION 3 - COMPLIANCE:** The CHA has determined that the contract awarded under this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, (Section 3), and Title 24 of Subchapter B, Part 135 - Economic Opportunities for Low- and Very Low-Income Persons, 24 CFR 135.3. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons.

A. Section 3 - Clause

1. 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.
2. 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.
3. 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 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.
4. 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.
5. 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.
6. 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.

B. Section 3 Compliance Goals

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.



(Signature)

Lee Krzyszton
(Print Name)

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Vice President
(Title)

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(Date)

CHICAGO HOUSING AUTHORITY
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1. Contractors and their subcontractors may demonstrate compliance by committing to employ section 3 residents and by subcontracting with section 3 business concerns in accordance with the requirements of 24 CFR Part 135.

A Section 3 Business concern is a business concern under HUD Regulations:

- (1) 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
2. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.
 3. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.
 4. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

C. Documenting and Reporting

1. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor's Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor's Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 Requirements (see http://www.thecha.org/pages/section_3/85.php as may be required. [Contractor's Section 3 Utilization Plan, as attached to the contract as an Exhibit, is incorporated into the contract by this reference herein].
2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 requirements to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

This Section 3 Contract Provision shall flow down to each subcontract at every tier.

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.


(Signature)

Lee Krzyszton
(Print Name)

Novak Construction Company

(Contractor's Name)

Vice President

(Title)

7-3-13
(Date)

CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

- H. **M/W/DBE PROGRAM - COMPLIANCE:** For vendors wishing to receive credit towards the Chicago Housing Authority's M/W/DBE Program via direct or indirect participation, one (1) current certification from CHA-approved certifying agencies must be submitted with the bid for each contractor or subcontractor proposed to count towards the Chicago Housing Authority's M/W/DBE Program. The certifying agencies are as follows:

City of Chicago	State of Illinois Central Management Services (CMS)
Cook County	Small Business Administration (SBA)
Pace	Chicago Minority Business Development Council (CMBDC)
Metra	Illinois Department of Transportation (IDOT)
Chicago Transit Authority (CTA)	Women's Business Development Center (WBDC)


If the certification applicant is the Contractor and the awardee for this project, and the approved certification is not received when requested by the CHA, the Contractor must agree to submit a modified Utilization Plan that indicates that the required minority compliance has been sought and secured with other subcontractor(s). If the applicant is a subcontractor and does not receive approved certification, the Contractor must submit a modified Utilization Plan that indicates utilization of another minority vendor who meets the above stated certification requirements.

- I. **AVAILABILITY OF FUNDS:** The CHA's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the CHA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
- J. **SUPPLEMENTARY CLOSE-OUT PROCEDURES:** Subsequent to final acceptance, close-out binders shall be required from the Contractor. They shall be reviewed by the CHA's Architect and the CHA's designated representative. Upon acceptance and receipt of the binders from the CHA's Architect and the CHA's designated representative, the Contractor shall contact the Closeout Manager of the Capital Construction Department to schedule delivery of three (3) copies of the binders to the CHA. Close-out binders should be formatted per the Construction Specifications Institute (CSI) structure and include the following contents:
- Approved Submittal Binders
 - Maintenance & Warranty Binders
 - Close-Out Summary and CSI Division Checklists
 - Electronic As-Built Drawings
 - Applicable Certificates (Substantial Completion, Occupancy, etc.)
 - Operation and Maintenance Manuals (Start-Up and Test results, Commissioning and Training Info)
 - Warranties

Please note: these instructions supplement those in the CHA's "Special Conditions of the Contract for Construction" and the Technical Specifications.

- K. **CONTRACT DOCUMENTS:** The Contract Documents, which form the Contract between parties (the "Contract"), include all written modifications, amendments and change orders to this Contract, all Invitation for Bid Form pages when accepted by the CHA, "Amendment(s) to Special Conditions", if any, the "Special Conditions of the Contract for Construction", "Amendment(s) to General Conditions", if any, the HUD "General Conditions for Construction Contracts - Public Housing Programs" (Form HUD-5370)", the "Work Schedule" as defined in Paragraph 6 of the HUD "General Conditions for Construction Contracts - Public Housing Programs" (Form HUD-5370) and as amended from time to time pursuant to Paragraph 6, the "Instructions to Bidders for Contracts" (Form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Bid Bond, the Performance and Payment

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Bond or Bonds or other assurances of completion, the "Technical Specifications", and drawings, if any, Contractor's Affidavit or any other affidavits, certifications or representations the Contractor is required to execute under the Contract with the CHA, MBE/WBE/DBE and Section 3 Utilization Plans and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive (collectively referred to as the "Contract Documents"). In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or the Bidder are a part of the contract unless expressly stated therein.

VII. CONTRACTOR'S AGREEMENT AND CHANGE ORDERS SUBMITTAL

- A. CONTRACTOR'S AGREEMENT:** In conformance with the terms and conditions of the Contract Documents described in this Invitation for Bid (IFB), the undersigned Contractor, having familiarized him(herself) with local conditions, including building codes, site conditions and said Contract Documents, hereby proposes, offers, and agrees that if this bid is accepted within one hundred eighty (180) calendar days from the date of the bid opening identified on page BF/1, to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the Contract Documents for and at the price or prices indicated in these BF pages.

The Contractor agrees to provide and perform all Work as shown and specified in the Scope of Work, Technical Specifications and Drawings included in this IFB for work at the address(es) listed on Page BF/1, in the manner provided in the Scope of Work, Technical Specifications and Drawings, and to comply with the terms and conditions of all of the Contract Documents, and all applicable code requirements and to perform all Work in a manner consistent with all site conditions. The Contractor agrees that no claim for additional compensation will be made due to any subsequent increase in wage scales, material prices, taxes, insurance, cost indexes or any other factors affecting the construction industry. The Contractor agrees to complete and deliver the Project, as such term is defined in the Contract Documents, and the Work described in this IFB in conformance with the required Work Schedule and Final Completion Date(s) set forth in the Contract Documents, and to provide sufficient manpower and any second shift, premium time and overtime required to complete and deliver the Project by the Work Schedule and Final Completion Date(s), at no additional cost to the Chicago Housing Authority (hereinafter "the CHA" or "the Authority").

- B. CHANGE ORDERS:** If the estimated quantity or Scope of Work required by the Contract Documents is increased or decreased during the course of the Project described in this IFB and in the Contract Documents, the CHA's Contracting Officer may issue Change Orders to increase or decrease the level of effort within the Scope of Work pursuant to the "Changes" provision of the HUD General Contract Conditions for Small Construction/Development Contracts (Form HUD-6370-EZ, Clause 8). The Contractor must first submit a cost proposal for approval by the Capital Construction Department Change Order Committee. The Contractor must first submit a cost proposal for approval by the Capital Construction Department Change Order Committee. The proposal must be submitted on a CHA cost proposal form, along with any other supporting documents requested by the Committee and/or the Project Manager. After award of the contract but prior to the start of the Work, the Contractor will be provided with an Excel version of this CHA cost proposal form for the Contractor's use in preparing any potential change order cost proposals.

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.


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IFB # 13 - 01156

VIII. DIVISION COSTS SUBMITTAL: In evaluating this IFB, the CHA will determine whether a bidder is submitting fair and reasonable Division Costs. Pages BF/12 through BF/16 should be used to calculate the Lump Sum Base Bid Total. Refer to the Table of Contents in the Technical Specifications/Project Manual for sub items pertaining to Division categories. Failure to submit Division Costs listed below that equal the Lump Sum Base Bid Total on Page BF/1 may result in the entire Bid Package being deemed non-responsive.

IMPORTANT NOTICE concerning DIVISION 26a - Generator

The project scope of work in this solicitation does not include installation of a generator in either address at this time. This line is included for potential future work on the installation of generators at both addresses. An amount has been listed for this potential work. Should the decision be made to install generators at either or both addresses during the life of the contract issued to the Awardee for this solicitation, the following process will be followed:

- A Bulletin for the work will be issued by the Prime Design Consultant;
- Drawings and tech specs will be issued to the Awardee;
- The Awardee will be required to submit proposals to the CHA from MULTIPLE sub-contractors for the scope of work based on these construction documents;
- The CHA reserves the right to identify sub-contractors from which the Awardee must obtain proposals and choose the sub-contractor to perform this scope of work from the submitted proposals, based on which proposal best meets the requirements of the scope of work;
- After selection of a sub-contractor to perform this scope of work, the CHA reserves the right to negotiate that sub-contractor's proposal amount with the Awardee prior to making the CHA's final decision;
- The CHA reserves the right to identify other sub-contractors or choose another sub-contractor's proposal if the CHA cannot come to a price agreement with the Awardee for the first chosen sub-contractor's work;
- Upon selection of a sub-contractor to perform this work, the Awardee will enter into a subcontract with the sub-contractor to perform the work; and
- The Awardee may NOT add profit or overhead to the sub-contractor's proposal.

If the amount noted for Division 26a is insufficient to cover the amount agreed upon for this scope of work, the Awardee will be reimbursed for any additional expenditure through a contract modification.

If the CHA chooses NOT to have this scope of work performed by the Awardee for either or both addresses, the entire amount noted for Division 26a for each address either or both addresses will be credited to the CHA in the form of a deductive contract modification after final completion all other contracted work.

IMPORTANT: Division Costs must include all punch list and close-out costs.

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.


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3245 SOUTH PRAIRIE AVENUE		Bid 1
Division Code	DIVISION COSTS - DESCRIPTION <small>IMPORTANT: Division Costs must include all punch list and close-out costs. Refer to the Table of Contents in the Technical Specifications for sub items pertaining to Division categories.</small>	TOTAL COST in whole dollars only
DIV 01	DIVISION 01 - GENERAL REQUIREMENTS <small>The MAXIMUM amount allowed is 5% of the total value of Division No. 2 through Division No. 32 only.</small>	\$ 486,000.00
DIV 02	DIVISION 02 - EXISTING CONDITIONS <small>All costs associated with Division 02 that are NOT covered by Divisions 02a and 02b below.</small>	\$ 1,527,121.00
Div 02a	Division 02a - SITE WORK Gas, Water and Electrical Services Fees	\$ 35,000.00
Div 02b	Division 02b - SITE WORK Water Tapping Fee	\$ 11,000.00
DIV 03	DIVISION 03 - CONCRETE	\$.00
DIV 04	DIVISION 04 - MASONRY	\$ 233,615.00
DIV 05	DIVISION 05 - WOOD, PLASTICS AND COMPOSITES	\$ 946,207.00
DIV 07	DIVISION 07 - THERMAL AND MOISTURE PROTECTION	\$ 12,350.00
DIV 08	DIVISION 08 - OPENINGS	\$ 455,025.00
DIV 09	DIVISION 09 - FINISHES	\$ 1,840,078.00
DIV 10	DIVISION 10 - SPECIALTIES	\$ 199,183.00
DIV 11	DIVISION 11 - EQUIPMENT	\$ 338,326.00
DIV 12	DIVISION 12 - FURNISHINGS	\$.00
DIV 21	DIVISION 21 - FIRE PROTECTION	\$ 219,926.00
DIV 22	DIVISION 22 - PLUMBING	\$ 1,858,444.00
DIV 23	DIVISION 23 - HEATING VENTILATION AND AIR CONDITIONING (HVAC)	\$ 250,881.00
DIV 26	DIVISION 26 - ELECTRICAL <small>All costs associated with Division 02 that are NOT covered by Divisions 02a and 02b below.</small>	\$ 1,532,000.00
Div 26a	DIVISION 26a - Generator Installation PLEASE REFER TO NOTES REGARDING THIS DIVISION ON PAGE BF/12.	\$ 300,000.00

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VIII. DIVISION COSTS SUBMITTAL (continued):

3245 SOUTH PRAIRIE AVENUE		Bid 1
Division Code	DIVISION COSTS - DESCRIPTION	TOTAL COST in whole dollars only
DIV 32	DIVISION 32 - EXTERIOR IMPROVEMENTS	\$ 9,350.00
DIV 28	DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	\$ 90,000.00
PERMIT FEES and PERMIT EXPEDITING COSTS If the amount noted in the box is insufficient to cover actual permit fees and /or permit expediting costs, the Contractor will be reimbursed for any additional expenditure through a contract modification. Non-expended funds will be credited to the CHA in the form of a deductive contract modification after substantial completion.		\$ 280,000.00
OFFICE OVERHEAD Costs such as office staff salaries and benefits, office rent and operating expenses, professional fees and other operating costs which are not directly applicable to this specific job.		\$ 531,225.00
PROFIT		\$ 268,893.00
LUMP SUM BASE BID TOTAL (Please enter amount on Page 1 in Bid 1)		\$ 11,424,624.00

243 EAST 32 ND STREET		Bid 2
Division Code	DIVISION COSTS - DESCRIPTION	TOTAL COST in whole dollars only
	IMPORTANT: Division Costs must include all punch list and close-out costs. Refer to the Table of Contents in the Technical Specifications for sub items pertaining to Division categories.	
DIV 01	DIVISION 01 - GENERAL REQUIREMENTS The MAXIMUM amount allowed is 5% of the total value of Division No. 2 through Division No. 32 only.	\$ 360,000.00
DIV 02	DIVISION 02 - Existing conditions All costs associated with Division 02 that are NOT covered by Division 02a and 02b below.	\$ 1,268,205.00
Div 02a	Division 02a - SITE WORK Gas, Water and Electrical Services Fees	\$ 35,000.00
Div 02b	Division 02b - SITE WORK Water Tapping Fee	\$ 11,000.00
DIV 03	DIVISION 03 - CONCRETE	\$.00
DIV 06	DIVISION 06 - WOOD, PLASTICS AND COMPOSITES	\$ 729,063.00

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VIII. DIVISION COSTS SUBMITTAL (continued):

243 EAST 32 ND STREET		Bid 2
Division Code	DIVISION COSTS - DESCRIPTION	TOTAL COST in whole dollars only
DIV 07	DIVISION 07 - THERMAL AND MOISTURE PROTECTION	\$.00
DIV 08	DIVISION 08 - OPENINGS	\$ 357,675.00
DIV 09	DIVISION 09 - FINISHES	\$ 1,598,458.00
DIV 10	DIVISION 10 - SPECIALTIES	\$ 211,819.00
DIV 11	DIVISION 11 - EQUIPMENT	\$ 227,024.00
DIV 12	DIVISION 12 - FURNISHINGS	\$.00
DIV 14	DIVISION 14 - CONVEYING EQUIPMENT	\$ YES .00
DIV 22	DIVISION 22 - PLUMBING	\$ 1,550,000.00
DIV 23	DIVISION 23 - HEATING VENTILATION AND AIR CONDITIONING (HVAC)	\$ 157,146.00
DIV 26	DIVISION 26 - ELECTRICAL	\$ 870,500.00
DIV 26a	DIVISION 26a - Generator Installation	
	PLEASE REFER TO NOTES REGARDING THIS DIVISION ON PAGE BF/12.	\$ 300,000.00
DIV 32	DIVISION 32 - EXTERIOR IMPROVEMENTS	\$.00
PERMIT FEES and PERMIT EXPEDITING COSTS If the amount noted in the box is insufficient to cover actual permit fees and /or permit expediting costs, the Contractor will be reimbursed for any additional expenditure through a contract modification. Non-expended funds will be credited to the CHA in the form of a deductive contract modification after substantial completion.		\$ 280,000.00
OFFICE OVERHEAD Costs such as office staff salaries and benefits, office rent and operating expenses, professional fees and other operating costs which are not directly applicable to this specific job.		\$ 398,120.00
PROFIT		\$ 209,013.00
LUMP SUM BASE BID TOTAL (Please enter amount on Page 1 in Bid 2)		\$ 8,559,523.00

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IX. COST PER BUILDING AND INVOICE INSTRUCTIONS SUBMITTAL: The CHA requires that this submittal include a breakdown of the Lump Sum Base Bid Total at the CHA BUILDING CODE LEVEL. The amount per building should be further broken down into general construction costs versus environmental remediation costs. (See "ENVIRONMENTAL REMEDIATION COSTS" below).

Upon the award of a contract, EACH invoice submitted by the Contractor must be limited to costs from a SINGLE Purchase Order ("PO"). If MULTIPLE POs are issued under the same contract number over the term of the contract, the Contractor cannot combine references from these multiple POs on the same invoice. Costs within an invoice must further be broken down by CHA Building Code. Failure to limit an invoice to items and lines from a single PO, and to break down those costs by CHA Building Code, will result in delays in payment after its submittal. The CHA reserves the right to make progress payments in accordance with Paragraph 27 of the CHA's "Special Conditions of the Contract for Construction" through an alternative system of payment during the term of the Contract. **IMPORTANT:** The Contractor's PO will be based on the information provided by the Contractor in the table below. When submitting the Contractor's invoice(s) after award, the actual cost(s) should be reflected on the face of each invoice, as well as being supported in the Schedule of Values.


ALL INVOICES MUST BE SUBMITTED DIRECTLY TO: Chicago Housing Authority, Attn: Accounts Payable, 60 East Van Buren St., 11th Floor, Chicago, IL 60605. Do NOT submit invoices to the Capital Construction Department. Failure to follow this direction will result in delays in processing invoice payments.

ENVIRONMENTAL REMEDIATION COSTS: You are required to break down Costs per Building between general construction costs and environmental remediation costs. If no environmental remediation work is required for this project, please fill in a zero (0) on the Environmental line for each building.

AMP # = Asset Management Property number

CHA Bldg. Code	Amp #	Address(es)	Amount (Costs of landscaping, site work, fees, etc. should be pro-rated across the buildings)	
SH060	1520	Lincoln Perry Apartment 3245 South Prairie Avenue Chicago, IL 60618 IL2 - 063	Construction	\$ 10,959,624 .00
			Environmental	\$ 465,000 .00
SH037	1521	Lincoln Perry Annex 243 East 32 nd Street Chicago, IL 60618 IL2 - 063	Construction	\$ 8,179,523 .00
			Environmental	\$ 380,000 .00

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- X. **SCHEDULE OF DEDUCTIVE ALTERNATES:** In evaluating this IFB, the CHA will determine whether a bidder is submitting fair and reasonable Deductive Alternate prices. Deductive Alternate prices represent work and/or materials which may NOT be needed. If the CHA chooses to exercise a Deductive Alternate, its value will be deducted from the Lump Sum Base Bid Total PRIOR TO AWARD. The CHA reserves the right to determine the lowest Lump Sum Base Bid Total AFTER exercising the Deductive Alternate(s).

Note: Include as part of each Deductive Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation. Do NOT include the Contractor's profit, overhead, bond, and insurance. Those costs shall be included as separate line items if and when a change order is requested. Failure to submit Deductive Alternate amounts may result in the entire Bid Package being deemed non-responsive.

SCHEDULE OF DEDUCTIVE ALTERNATES

NOT APPLICABLE FOR THIS PROCUREMENT

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.



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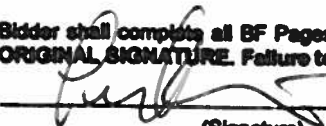
CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

- XI. SCHEDULE OF CHANGE ORDER PRICES:** If the estimated quantity or scope of Work required by the Contract Documents is increased or decreased during the course of the Project described in this IFB and in the Contract Documents, the Contractor will be required to submit a cost proposal for approval by the Capital Construction Department Change Order Committee. The proposal must be submitted on a CHA designated cost proposal form, along with any other supporting documents requested by the Committee and/or the Project Manager. The Change Order Prices provided by the Contractor in this section are for the purpose of analyzing future potential change order costs. As part of the contract award, the CHA reserves the right to adjust/negotiate with the bidder the Change Order Prices included in this submittal, and the Contractor agrees to be bound by this adjusted/negotiated pricing for any and all related change orders over the life of this contract. All Change Order Prices should exclude the Contractor's profit, overhead, bond and insurance. Failure to submit Change Order Prices may result in the entire Bid Package being deemed non-responsive.

SCHEDULE OF CHANGE ORDER PRICES

Item No.	3245 S. Prairie Ave. - Description	Unit of Measurement	Price
01.	Provide cost for material and labor to remove and replace 5" diameter cast iron soil stacks.	Per Foot	\$ 719.00
02.	Provide cost for material and labor to remove and replace 4" diameter cast iron soil stacks.	Per Foot	\$ 504.00
03.	Provide cost for material and labor to remove and replace 3" diameter cast iron soil stacks.	Per Foot	\$ 431.00
04.	Provide cost for material and labor to remove and replace 2" diameter cast iron soil stacks.	Per Foot	\$ 360.00
05.	Provide cost for material and labor to remove and replace 5" diameter cast iron vent stacks.	Per Foot	\$ 719.00
06.	Provide cost for material and labor to remove and replace 4" diameter cast iron vent stacks.	Per Foot	\$ 505.00
07.	Provide cost for material and labor to remove and replace 3" diameter cast iron vent stacks.	Per Foot	\$ 431.00
08.	Provide cost for material and labor to remove and replace 2 1/2" diameter cast iron vent stacks.	Per Foot	\$ 431.00

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XI. SCHEDULE OF CHANGE ORDER PRICES (continued):

Item No.	3245 S. Prairie Ave. - Description	Unit of Measurement	Price
09.	Provide cost for material and labor to remove and replace 6" x 2'-0" (L) existing vertical/horizontal cast iron soil stack and install clean out with "Y" fitting including extension fitting to the finish wall. - refer A7-1	Per Foot	\$ 1500.00
10.	Provide cost for material and labor to remove and replace 4" x 2'-0" (L) existing vertical/horizontal cast iron soil stack and install clean out with "Y" fitting including extension fitting to the finish wall. - refer A7-1	Per Foot	\$ 1450.00
11.	Provide cost for material and labor to remove and replace 3" x 2'-0" (L) existing vertical/horizontal cast iron soil stack and install clean out with "Y" fitting including extension fitting to the finish wall. - refer A7-1	Per Foot	\$ 1000.00
12.	Provide cost for material and labor to remove and replace 2 1/2" x 2'-0" (L) existing vertical/horizontal cast iron soil stack and install clean out with "Y" fitting including extension fitting to the finish wall. - refer A7-1	Per Foot	\$ 900.00
13.	Provide cost for material and labor to remove and replace 2" x 2'-0" (L) existing vertical/horizontal cast iron soil stack and install clean out with "Y" fitting including extension fitting to the finish wall. - refer A7-1	Per Foot	\$ 850.00
14.	Provide cost for material and labor to remove and replace hard wired Carbon Monoxide detector	Each	\$ 144.00
15.	Provide cost for material and labor to remove and replace hard wired Smoke detector	Each	\$ 94.00

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XI. SCHEDULE OF CHANGE ORDER PRICES (continued):

Item No.	3245 S. Prairie Ave. - Description	Unit of Measurement	Price
16.	Provide cost for material and labor to remove and replace combination Carbon Monoxide and Smoke detector	Each	\$ 288.00
17	Provide cost for material and labor to install 120V power and surface mounted raceway V-700 or equal for the connections to combination Carbon Monoxide and Smoke Detector	Each	\$ 7.00
18.	Provide cost for material and labor to Remove and replace existing fire sprinkler heads and pipe inside trash chute. Replace with Institutional type Vandal proof sidewall sprinkler head w/1" pipe and fitting	Each	\$ 4744.00
19.	Provide cost for material and labor to Remove and replace ceiling light fixture in units to match existing Existing Fixture Progress Lighting P#3682-10 13W twin 2Pin comp or approved equal	Each	\$ 362.00
20.	Provide cost for material and labor to Remove and replace existing wall mount light fixture in unit match existing Existing Fixture Lightener #SN240PSHPF 12050, or approved equal	Each	\$ 362.00
21.	Provide cost for material and labor to Install 1/2" surface mount electrical raceway (wire mold) - color selected by Architect	Per Foot	\$ 7.00
22.	Provide cost for material and labor to Remove and Replace terrazzo shower base, drain assembly and cover. In Typical units. Approximate size: 40"x40"x4" /each	Each	\$ 1725.00
23.	Provide cost for material and labor to Install folding wooden shower seat to match existing shower seat. Existing seat ASI folding Shower Seat	Each	\$ 504.00

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CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

XI. SCHEDULE OF CHANGE ORDER PRICES (continued):

Item No.	3248 S. Prairie Ave. - Description	Unit of Measurement	Price
24.	Provide cost for material and labor to Remove and replace towel 24" stainless steel towel bar. Include required blocking	Each	\$ 360.00
25.	Provide cost for material and labor to Remove and replace existing stainless steel toilet paper dispenser Include required blocking	Each	\$ 324.00
26.	Provide cost for material of Medicine Cabinet in typical units. ASI Stainless Steel 18" x 24"	Each	\$ 516.00
27.	Provide cost for material of Shower Doors and trim Panel in typical units. ASI - Stainless Steel	Each	\$ 863.00
28.	Provide cost for material of stainless steel Curtain Shower Rod	Each	\$ 108.00
29.	Provide cost for material and labor to remove and replace ceiling light fixture in shower. Fixture to be surface mounted with wet location light trim	Each	\$ 489.00
30.	Provide cost for Refrigerator: General Electric Model 18 cubic feet GTH18DBRRWW or approved equal	Each	\$ 738.00
31.	Provide cost for material Stove/Range Typical Units General Electric model 30" free standing with tilt prevention bracket GE Model JGBS04BEHWH or approved equal	Each	\$ 519.00
32.	Provide cost for material and labor to remove and replace stainless steel. 24" grab bars in the bathroom. Include required blocking	Each	\$ 250.00
33.	Provide cost for material and labor to remove and replace stainless steel. 30" grab bars in the bathroom. Include required blocking	Each	\$ 250.00

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.



(Signature)
Lee Krzyszton

(Print Name)

Novak Construction Company

(Contractor's Name)
Vice President

(Title)
7-3-13

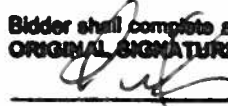
(Date)

CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

XI. SCHEDULE OF CHANGE ORDER PRICES (continued):

Item No.	3245 S. Prairie Ave. - Description	Unit of Measurement	Price
34.	Provide cost for material and labor to remove and replace stainless steel. 36" grab bars in the bathroom. Include required blocking	Each	\$ <u>313.00</u>
35.	Provide cost for material and labor to remove and replace stainless steel. 42" grab bars in the bathroom. Include required blocking	Each	\$ <u>375.00</u>
36.	Provide cost for material and labor to remove dispose and replace solid core (3'-0"x6'-8"x1-3/4") Unit Entrance Door with "C" label fire rated and Hardware. Refer Drawing A7-2	Each	\$ <u>1187.00</u>
37.	Provide cost for material and labor to remove dispose and replace solid core (2'-8"x6'-8"x1-3/4") Unit Bed Room Door and Hardware. Refer Drawing A7-2	Each	\$ _____
38.	Provide cost for material and labor to remove dispose and replace solid core Closet bi-fold doors and hardware. Approximate Size 5'-0"x7'-8" (opening)	Each	\$ <u>1000.00</u>
39.	Provide cost for material and labor to remove dispose and replace solid core Closet bi-fold doors and hardware.	Each	\$ <u>1006.00</u>
40.	Provide cost for material and labor to remove and replace water closet with seat and cover in Typical Units - Kohler Model K-3575	Each	\$ <u>860.00</u>
41.	Provide cost for material and labor to remove and replace floor mounted water closet cast iron flange with stainless steel bolts. Pipe size: 4"	Each	\$ <u>250.00</u>
42.	Provide cost for material and labor to remove and replace Lavatory with wall mount bracket and faucet in Typical Units - Kohler Model K-K2005	Each	\$ <u>650.00</u>

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Vice President

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2-3-13


(Date)

CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

XI. SCHEDULE OF CHANGE ORDER PRICES (continued):

Item No.	3245 S. Prairie Ave. - Description	Unit of Measurement	Price
43.	Provide cost for material and labor to remove and replace Kitchen SST. Sink with faucet in Typical Units - ELKay # SST. LR2619-3 with Chicago Faucet #201 A	Each	\$ 800.00
44.	Provide cost for material and labor to remove and replace window horizontal blinds - Approximate MO: 8'-0"(w)x 4'-0" (h)	Each	\$ 180.00
45.	Provide cost for material and labor to remove and replace window horizontal blinds - Approximate MO: 7'-11"(w)x 4'-0" (h)	Each	\$ 180.00
46.	Provide cost for material and labor to remove and replace window horizontal blinds - Approximate MO: 11'-11"(w)x 4'-0" (h)	Each	\$ 230.00
47.	Provide cost for material and labor to remove and replace window horizontal blinds - Approximate MO: 5'-2"(w)x 4'-0" (h)	Each	\$ 150.00
48.	Provide cost for material and labor to remove and replace electrical wiring Within the unit. Light wiring #12AWG	Each	\$ 3.00
49.	Provide cost for material and labor to remove and replace 15 amp circuit breaker within the unit	Each	\$ 100.00
50.	Provide cost for material and labor to remove and replace 20 amp circuit breaker within the unit	Each	\$ 180.00
51.	Provide cost for material and labor to install ARC fault 20 amp circuit breaker with built-in filters for Bed Room receptacles	Each	\$ 180.00
52.	Provide cost for material and labor to install LED light fixture over the kitchen Sink,	Each	\$ 300.00

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Vice President
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2-3-13
(Date)


CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

XI. SCHEDULE OF CHANGE ORDER PRICES (continued):

Item No.	3248 S. Prairie Ave. - Description	Unit of Measurement	Price
53.	Provide cost for material and labor to install 24" lighting over the kitchen Sink - Granger/Lumapro-2V692-FSC lighting -3021, 1 Fluor. surface mounted	Each	\$ <u>300.00</u>
54.	Provide cost to remove and replace existing trash chute door with 2 hour rated stainless steel, trash chute doors, with lever handle and interlock system.	Each	\$ <u>1000.00</u>

Item No.	243 E 32nd St. - Description	Unit of Measurement	Price
01.	Provide cost for material and labor to Remove and replace 5" diameter cast iron soil stacks.	Per Foot	\$ <u>719.00</u>
02.	Provide cost for material and labor to Remove and replace 4" diameter cast iron soil stacks.	Per Foot	\$ <u>504.00</u>
03.	Provide cost for material and labor to Remove and replace 3" diameter cast iron soil stacks.	Per Foot	\$ <u>431.00</u>
04.	Provide cost for material and labor to Remove and replace 2" diameter cast iron soil stacks.	Per Foot	\$ <u>360.00</u>
05.	Provide cost for material and labor to Remove and replace 5" diameter cast iron vent stacks.	Per Foot	\$ <u>719.00</u>
06.	Provide cost for material and labor to Remove and replace 4" diameter cast iron vent stacks.	Per Foot	\$ <u>505.00</u>
07.	Provide cost for material and labor to Remove and replace 3" diameter cast iron vent stacks.	Per Foot	\$ <u>431.00</u>
08.	Provide cost for material and labor to Remove and replace 2 1/4" diameter cast iron vent stacks.	Per Foot	\$ <u>431.00</u>

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7-3-13
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CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

XI. SCHEDULE OF CHANGE ORDER PRICES (continued):

Item No.	243 E 32nd St. - Description	Unit of Measurement	Price
09.	Provide cost for material and labor to Remove and Replace 5' x 2' -0" (L) existing Vertical/Horizontal cast iron soil stack and install clean out with "Y" fitting including extension fitting to the finish wall - Refer A7-1.	Each	\$ <u>1725.00</u>
10.	Provide cost for material and labor to Remove and Replace 4' x 2' -0" (L) existing Vertical/Horizontal cast iron soil stack and install clean out with "Y" fitting including extension fitting to the finish wall - Refer A7-1.	Each	\$ <u>1294.00</u>
11.	Provide cost for material and labor to Remove and Replace 3' x 2' -0" (L) existing Vertical/Horizontal copper stack and install copper clean out with "Y" fitting including extension fitting to the finish wall - Refer A7-1.	Each	\$ <u>1150.00</u>
12.	Provide cost for material and labor to Remove and Replace 2 1/2' x 2' -0" (L) existing Vertical/Horizontal copper stack and install copper clean out with "Y" fitting including extension fitting to the finish wall - Refer A7-1.	Each	\$ <u>1150.00</u>
13.	Provide cost for material and labor to Remove and Replace 2' x 2' -0" (L) existing Vertical/Horizontal copper stack and install copper clean out with "Y" fitting including extension fitting to the finish wall - Refer A7-1.	Each	\$ <u>938.00</u>
14.	Provide cost for material and labor to Remove and replace hardwired Carbon Monoxide Detector.	Each	\$ <u>144.00</u>
15.	Provide cost for material and labor to Remove and replace hardwired Smoke Detector.	Each	\$ <u>94.00</u>
16.	Provide cost for material and labor to Remove and replace Combination Carbon Monoxide and Smoke Detector.	Each	\$ <u>288.00</u>
17.	Provide cost for material and labor to Install 120V power with surface mounted raceway V-700 or for the connections of Combination Carbon Monoxide and Smoke Detector.	Each	\$ <u>7.00</u>

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 Vice President

 (Title) 2-373


 (Date)

CHICAGO HOUSING AUTHORITY
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XI. SCHEDULE OF CHANGE ORDER PRICES (continued):

Item No.	243 E 32nd St. - Description	Unit of Measurement	Price
18.	Provide cost for material and labor to Remove and replace existing fire sprinkler heads and pipe inside trash chute. Replace with Institutional type Vandal proof sidewall sprinkler head w/1 pipe and fitting.	Each	\$ <u>4744.00</u>
19.	Provide cost for material and labor to Remove and replace ceiling light fixture in units to match existing. Existing Fixture: Progress Lighting P#3562-10 13W twin 2Pin comp. or approved equal.	Each	\$ <u>361.00</u>
20.	Provide cost for material and labor to Remove and replace existing wall mount light fixture in unit match existing. Existing Fixture: Lightoler #SN240PSHPF 12050, or approved equal.	Each	\$ <u>361.00</u>
21.	Provide cost for material and labor to Install 's' surface mount electrical race Way (wire mold) - color selected by Architect.	Per Foot	\$ <u>7.00</u>
22.	Provide cost for material and labor to Remove and Replace terrazzo shower base drain assembly and cover. In Typical units. Approximate size: 40 x40 x4 /each.	Each	\$ <u>1725.00</u>
23.	Provide cost for material and labor to Install folding wooden shower seat to match existing shower seat. Existing seat: ASI folding Shower Seat.	Each	\$ <u>504.00</u>
24.	Provide cost for material and labor to Remove and replace towel 24" stainless steel towel bar. Include required blocking.	Each	\$ <u>360.00</u>
25.	Provide cost for material and labor to Remove and replace existing stainless steel toilet paper dispenser include required blocking.	Each	\$ <u>324.00</u>
26.	Provide cost for material of Medicine Cabinet in typical units. ASI Stainless Steel 18" x 24".	Each	\$ <u>516.00</u>
27.	Provide cost for material of Shower Doors and trim Panel in typical units. ASI - Stainless Steel.	Each	\$ <u>863.00</u>
28.	Provide cost for material of stainless steel Curtain Shower Rod.	Each	\$ <u>108.00</u>

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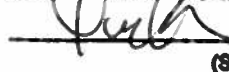
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CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

XI. SCHEDULE OF CHANGE ORDER PRICES (continued)

Item No.	243 E 32nd St. - Description	Unit of Measurement	Price
29.	Provide cost for material and labor to remove and replace ceiling light fixture in shower. Fixture to be surface mounted with wet location light trim.	Each	\$ <u>489.00</u>
30.	Provide cost for Refrigerator General Electric Model 18 cubic feet GTH18DBRRWW or approved equal.	Each	\$ <u>738.00</u>
31.	Provide cost for material Stove/Range Typical Units General Electric model 30" free standing with tilt prevention bracket. GE Model JGBS04BEHWH or approved equal.	Each	\$ <u>519.00</u>
32.	Provide cost for material and labor to remove and replace stainless steel 24" grab bars in the bathroom. Include required blocking.	Each	\$ <u>250.00</u>
33.	Provide cost for material and labor to remove and replace stainless steel 30" grab bars in the bathroom. Include required blocking.	Each	\$ <u>250.00</u>
34.	Provide cost for material and labor to remove and replace stainless steel 36" grab bars in the bathroom. Include required blocking.	Each	\$ <u>313.00</u>
35.	Provide cost for material and labor to remove and replace stainless steel 42" grab bars in the bathroom. Include required blocking.	Each	\$ <u>375.00</u>
36.	Provide cost for material and labor to remove dispose and replace solid core (2'-10"x6'-8"x 1-3/4") Unit Entrance Door, with "C" label fire rated and Hardware. Refer Drawing A7-2.	Each	\$ <u>1186.00</u>
37.	Provide cost for material and labor to remove dispose and replace solid core (2'-8"x6'-8"x 1-3/4") Unit Bed Room Door and Hardware. Refer Drawing A7-2.	Each	\$ <u>851.00</u>
38.	Provide cost for material and labor to remove dispose and replace solid core Closet bi-fold doors and hardware.	Each	\$ <u>1006.00</u>
39.	Provide cost for material and labor to remove and replace water closet with seat and cover in Typical Units -Kohler Model K-3575.	Each	\$ <u>575.00</u>

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CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

XI. SCHEDULE OF CHANGE ORDER PRICES (continued)

Item No.	243 E 32nd St. - Description	Unit of Measurement	Price
40.	Provide cost for material and labor to remove and replace floor mounted water closet cast iron flange with stainless steel bolts. Pipe size, 4"	Each	\$ 253.00
41.	Provide cost for material and labor to remove and replace Lavatory with wall mount bracket and faucet in Typical Units - Kohler Model K-K2005.	Each	\$ 649.00
42.	Provide cost for material and labor to remove and replace Kitchen SST. Sink with faucet in Typical Units - ELKay # SST. LR2519-3 with Chicago Faucet #201 A	Each	\$ 1294.00
43.	Provide cost for material and labor to remove and replace window horizontal blinds - Approximate MO: 8'-0"(w)x 3'-11"(h)	Each	\$ 144.00
44.	Provide cost for material and labor to remove and replace window horizontal blinds - Approximate MO: 7'-11"(w)x 3'-11"(h)	Each	\$ 144.00
45.	Provide cost for material and labor to remove and replace window horizontal blinds - Approximate MO: 11'-11"(w)x 3'-11"(h)	Each	\$ 216.00
46.	Provide cost for material and labor to remove and replace window horizontal blinds - Approximate MO: 4'-0"(w)x 3'-11"(h)	Each	\$ 123.00
47.	Provide cost for material and labor to remove and replace electrical wiring Within the unit. Light wiring #12AWG	Per foot	\$ 3.00
48.	Provide cost for material and labor to remove and replace 15 amp circuit breaker within the unit.	Each	\$ 73.00
49.	Provide cost for material and labor to remove and replace 20 amp circuit breaker within the unit.	Each	\$ 180.00
50.	Provide cost for material and labor to install ARC fault 20 amp circuit breaker with built-in filters for Bed Room receptacles.	Each	\$ 180.00

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Vice President

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2-373


(Date)

CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

XI. SCHEDULE OF CHANGE ORDER PRICES (continued)

Item No.	243 E 32nd St. - Description	Unit of Measurement	Price
51.	Provide cost for material and labor to install LED light fixture over the kitchen sink	Each	\$ <u>251.00</u>
52.	Provide cost for material and labor to install 24" lighting over the kitchen Sink - Granger/Lumapro-2V692-FSC lighting -3021, 1 Fluor, surface mounted	Each	\$ <u>316.00</u>
53.	Provide cost to remove and replace existing trash chute door with 2 hour rated stainless steel. Trash chute doors, with lever handle and interlock system	Each	\$ <u>1500.00</u>

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- XII. TECHNICAL SPECIFICATIONS TABLE OF CONTENTS:** This Technical Specifications Table of Contents is provided so that the Contractor is able to verify that all sections are included in its copy of the Technical Specifications. The Technical Specifications for this Work consists of two (2) volumes. The Contractor's signature on page BF/1 is confirmation that its copy of the Technical Specifications is complete. The Contractor is responsible for notifying the CHA through the Request for Information (RFI) form included in this solicitation if any sections of the Technical Specifications are missing from its bid package. This request must be submitted by the RFI deadline shown on the cover of this solicitation. **PLEASE NOTE:** When appropriate, the Technical Specifications may be reproduced on the Drawings, or even omitted from the solicitation entirely, in which case it will be noted below that this section is "NOT APPLICABLE".

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01 2200	Unit Prices	012200-1
01 2514	Substitution Procedures During Bidding Phase	012514-1 thru 3
01 2515	Substitution Procedures During Construction Phase	012515-1 thru 4
01 2516	Request for Substitution (RFS)	012516-1 thru 2
01 2600	Contract Modification Procedures	012600-1 thru 3
01 3100	Project Management and Coordination	013100-1 thru 8
01 3200	Construction Progress Documentation	013200-1 thru 7
01 3300a	Submittal Procedures	013300a-1 thru 10
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CHICAGO HOUSING AUTHORITY
IFB - 3 - 01156

XII. TECHNICAL SPECIFICATIONS TABLE OF CONTENTS (continued):

LINCOLN PERRY APARTMENTS - 3245 SOUTH PRAIRIE AVENUE		
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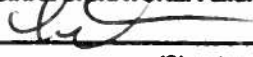
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XII. TECHNICAL SPECIFICATIONS TABLE OF CONTENTS (continued):

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26 0519	Low-Voltage Electrical Power Conductors and Cables	260519-1 thru 6
26 0529	Hangers and Supports for Electrical Systems	260529-1 thru 6
26 0533	Raceway and Boxes for Electrical Systems	260533-1 thru 9
26 0553	Identification for Electrical Systems	260553-1 thru 12
26 2726	Wiring Devices	262726-1 thru 7
26 5100	Interior Lighting	265100-1 thru 9
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28 3111	Digital, Addressable Fire Alarm System	283111-1 thru 14
Division 32 - EXTERIOR IMPROVEMENTS		
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00 0001	Table of Contents	TC-1 thru 4
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01 2000	Payment Procedures	012000-1 thru 4
01 2200	Unit Prices	012200-1
01 2514	Substitution Procedures During Bidding Phase	012514-1 thru 3
01 2515	Substitution Procedures During Construction Phase	012515-1 thru 4
01 2516	Request for Substitution (RFS)	012516-1 thru 2
01 2600	Contract Modification Procedures	012600-1 thru 3
01 3100	Project Management and Coordination	013100-1 thru 8
01 3200	Construction Progress Documentation	013200-1 thru 7
01 3300a	Submittal Procedures	013300a-1 thru 10
01 3300b	Electronic Data Transfer Request	013300b-1 thru 2
01 3340	Request for Information and Compliance Procedures	013340-1 thru 2
01 4000	Quality Requirements	014000-1 thru 8
01 4200	References	014200-1 thru 13
01 5000	Temporary Facilities and Controls	015000-1 thru 9
01 6000	Product Requirements	016000-1 thru 5
01 7300	Execution Requirements	017300-1 thru 9
01 7329	Cutting and Patching	017329-1 thru 4
01 7419	Construction Waste Management and Disposal	017419-1 thru 7

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(Signature)
Lee Krzyszton

(Print Name)

Novak Construction Company

(Contractor's Name)
Vice President

(Title)
7-3-13

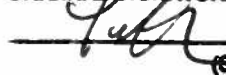
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XII. TECHNICAL SPECIFICATIONS TABLE OF CONTENTS (continued):

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07 8413	Penetration Firestopping	078413-1 thru 9
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14 9100	Chute Doors	149100-1 thru 5
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22 0513	Common Motor Requirements for Plumbing Equipment	220513-1 thru 3

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(Signature)

Lee Krzysztyn
(Print Name)

Novak Construction Company
(Contractor's Name)

Vice President 7 3 13
(Title) (Date)


CHICAGO HOUSING AUTHORITY

3 -

XII. TECHNICAL SPECIFICATIONS TABLE OF CONTENTS (continued):

LINCOLN PERRY ANNEX - 243 EAST 32nd STREET		
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22 0518	Escutcheons for Plumbing Piping	220518-1 thru 3
22 0519	Meters And Gages for Plumbing Piping	220519-1 thru 5
22 0523	General-Duty Valves for Plumbing Piping	220523-1 thru 16
22 0529	Hangers and Supports for Plumbing Piping and Equipment	220529-1 thru 12
22 0553	Identification for Plumbing Piping and Equipment	220553-1 thru 6
22 0719	Plumbing Piping Insulation	220719-1 thru 15
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22 1123	Domestic Water Pumps	221123-1 thru 5
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23 0513	Common Motor Requirements for HVAC Equipment	230513-1 thru 2
23 0583	Testing, Adjusting, and Balancing for HVAC	230583-1 thru 12
23 3423	HVAC Power Ventilators	233423-1 thru 8
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26 0529	Hangers and Supports for Electrical Systems	260529-1 thru 6
26 0533	Raceway and Boxes for Electrical Systems	260533-1 thru 9
26 0553	Identification for Electrical Systems	260553-1 thru 12
26 2726	Wiring Devices	262726-1 thru 7
26 5100	Interior Lighting	265100-1 thru 9
DIVISION 32 - EXTERIOR IMPROVEMENTS		
32 1723	Pavement Markings	321723-1 thru

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Vice President

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2-3-13

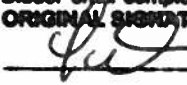
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CHICAGO HOUSING AUTHORITY
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XIII. DRAWINGS INDEX: The documents listed below comprise the Drawings for this project. This list is provided so that the Contractor is able to verify that all drawings/sheets are included in its set of drawings. The Prime Design Consultant and the CHA disclaim any responsibility for any assumptions made by a Contractor or Subcontractor who does not receive a complete set of Drawings, including all sections listed in this Drawings Index. The Contractor's signature on page BF/1 is confirmation that its set of Drawings is complete. The Contractor is responsible for notifying the CHA through the Request for Information (RFI) form included in this solicitation if any Drawings are missing from its bid package. This request must be submitted by the RFI deadline shown on the cover of this solicitation. Please note: When appropriate, Drawings may be omitted from the solicitation entirely, in which case it will be noted below that this section is "NOT APPLICABLE".

	Sheet No.	Sheet Title – 3245 South Prairie Ave.	Version	Version Date
01.	G1-0	General Information/Drawing Index	Issued for Bids	03-15-13
02.	G1-1	Site Plan	Issued for Bids	03-15-13
03.	G1-1A	Right-of-Way Tree Survey	Issued for Bids	03-15-13
04.	G1-2	Code Matrix	Issued for Bids	03-15-13
05.	C1-1	Civil Utility Plan	Issued for Bids	03-15-13
06.	C2-1	Civil General Notes	Issued for Bids	03-15-13
07.	C3-1	Civil Details	Issued for Bids	03-15-13
08.	C3-2	Civil Details	Issued for Bids	03-15-13
09.	C3-3	Civil Details	Issued for Bids	03-15-13
10.	ASB-1	First Floor Asbestos Abatement Plan	Issued for Bids	03-15-13
11.	ASB-2	Typical Floor (Floors 2-8) Asbestos Abatement Plan	Issued for Bids	03-15-13
12.	ASB-3	Ninth Floor Asbestos Abatement Plan	Issued for Bids	03-15-13
13.	A1-0	Architectural Symbols & Abbreviations	Issued for Bids	03-15-13
14.	DA2-1	First Floor Demolition Plan	Issued for Bids	03-15-13
15.	DA2-2	Typical Floor Demolition Plan	Issued for Bids	03-15-13
16.	DA3-1	First Floor Ceiling Demolition Plan	Issued for Bids	03-15-13
17.	DA3-2	9 th Floor Ceiling Demolition Plan	Issued for Bids	03-15-13
18.	A2-1	First Floor Plan	Issued for Bids	03-15-13
19.	A2-2	Typical Floor Plan	Issued for Bids	03-15-13
20.	A2-3	Roof Plan	Issued for Bids	03-15-13
21.	A3-1	First Floor Reflected Ceiling Plan	Issued for Bids	03-15-13
22.	A3-2	9 th Floor Reflected Ceiling Plan	Issued for Bids	03-15-13
23.	A4-1	Exterior Elevations	Issued for Bids	03-15-13
24.	A5-1	Enlarged Plans	Issued for Bids	03-15-13
25.	A5-2	Enlarged Plans	Issued for Bids	03-15-13
26.	A5-3	Enlarged Plans	Issued for Bids	03-15-13
27.	A5-4	Enlarged Plans	Issued for Bids	03-15-13
28.	A6-1	Interior Elevations	Issued for Bids	03-15-13
29.	A6-1A	Interior Elevations	Issued for Bids	03-15-13
30.	A6-2	Interior Section Details	Issued for Bids	03-15-13
31.	A6-3	Interior Details	Issued for Bids	03-15-13
32.	A7-1	Partition Types & Typical Firestopping Details	Issued for Bids	03-15-13
33.	A7-2	Door Schedule & Mounting Heights	Issued for Bids	03-15-13
34.	A7-3	Signage Schedule & Interior Finish Schedule	Issued for Bids	03-15-13
35.	M1-1	Mechanical First Floor Plan	Issued for Bids	03-15-13
36.	M1-2	Mechanical Roof Plan	Issued for Bids	03-15-13
37.	P0-1	Plumbing Notes, Symbols, Schedules & Abbreviations	Issued for Bids	03-15-13

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(Signature)
Lee Krzyszton

(Print Name)

Novak Construction Company

(Contractor's Name)
Vice President

(Title)
7-373

(Date)


CHICAGO HOUSING AUTHORITY
IFB # 13 – 01156

XIII. DRAWINGS INDEX (continued):

	Sheet No.	Sheet Title – 3245 S. Prairie Ave.	Version	Version Date
38.	PD1-1	Plumbing First Floor Demo Plan	Issued for Bids	03-15-13
39.	PD1-2	Plumbing Floor 2-9 Demo Plan	Issued for Bids	03-15-13
40.	P1-1	Plumbing First Floor New Work Plan	Issued for Bids	03-15-13
41.	P1-2	Plumbing Floor 2-9 New Work Plan	Issued for Bids	03-15-13
42.	P1-3	Plumbing Enlarged Unit Plans	Issued for Bids	03-15-13
43.	P2-1	Plumbing Details	Issued for Bids	03-15-13
44.	P3-1	Plumbing Risers	Issued for Bids	03-15-13
45.	P3-2	Plumbing Risers	Issued for Bids	03-15-13
46.	FP0-1	Fire Protection Notes, Symbols, Schedules & Abbreviations	Issued for Bids	03-15-13
47.	FP1-1	Fire Protection First Floor New Work Plan	Issued for Bids	03-15-13
48.	FP1-2	Fire Protection Floors 2-9 New Work Plan	Issued for Bids	03-15-13
49.	FP2-1	Fire Protection Details	Issued for Bids	03-15-13
50.	E0-1	Electrical Symbols, Notes and Abbreviations	Issued for Bids	03-15-13
51.	E1-1	Electrical 1 st Floor Demo and New Work Plan	Issued for Bids	03-15-13
52.	E1-2	Electrical Floors 2-9 Demo and New Work Plan	Issued for Bids	03-15-13
53.	E1-3	Electrical Floor 9 Demo and New Work Plan	Issued for Bids	03-15-13
54.	E1-4	Electrical Fire Pump Layout & Single Line Diagram	Issued for Bids	03-15-13
55.	FA1-1	1 st Floor Fire Alarm Plan and Fire Alarm Riser Diagram	Issued for Bids	03-15-13
56.	FA1-2	Floors 2-9 Fire Alarm Plan	Issued for Bids	03-15-13

	Sheet No.	Sheet Title – 243 East 32nd Street	Version	Version Date
01.	G1-0	General Information/Drawing Index	Issued for Bids	03-15-13
02.	G1-1	Site Plan	Issued for Bids	03-15-13
03.	G1-1A	Right-of-Way Tree Survey	Issued for Bids	03-15-13
04.	G1-2	Code Matrix	Issued for Bids	03-15-13
05.	ASB-1	First Floor Asbestos Abatement Plan	Issued for Bids	03-15-13
06.	ASB-2	Typical Floor (Floors 2-9) Asbestos Abatement Plan	Issued for Bids	03-15-13
07.	A1-0	Architectural Symbols & Abbreviations	Issued for Bids	03-15-13
08.	DA2-1	First Floor Demolition Plan	Issued for Bids	03-15-13
09.	DA2-2	Typical Floor Demolition Plan	Issued for Bids	03-15-13
10.	DA3-1	First Floor Ceiling Demolition Plan	Issued for Bids	03-15-13
11.	DA3-2	8 th Floor Ceiling Demolition Plan	Issued for Bids	03-15-13
12.	A2-1	First Floor Plan	Issued for Bids	03-15-13
13.	A2-2	Typical Floor Plan	Issued for Bids	03-15-13
14.	A3-1	First Floor Reflected Ceiling Plan	Issued for Bids	03-15-13
15.	A3-2	8 th Floor Reflected Ceiling Plan	Issued for Bids	03-15-13
16.	A5-1	Enlarged Plans	Issued for Bids	03-15-13
17.	A5-2	Enlarged Plans	Issued for Bids	03-15-13
18.	A5-3	Enlarged Plans	Issued for Bids	03-15-13
19.	A5-4	Enlarged Plans & Signage Schedule	Issued for Bids	03-15-13
20.	A6-1	Interior Elevations	Issued for Bids	03-15-13
21.	A6-2	Interior Elevations	Issued for Bids	03-15-13
22.	A6-3	Interior Section Details	Issued for Bids	03-15-13
23.	A6-4	Reception Desk Enlarged Plan, Elevations, Sections & Details	Issued for Bids	03-15-13
24.	A7-1	Partition Types & Typical Firestopping Details	Issued for Bids	03-15-13

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7-3-13


(Date)

CHICAGO HOUSING AUTHORITY
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XIII. DRAWINGS INDEX (continued):

	Sheet No.	Sheet Title – 243 East 32nd Street	Version	Version Date
25.	A7-2	Door Schedule & Mounting Heights	Issued for Bids	03-15-13
26.	A7-3	Accessibility Code References	Issued for Bids	03-15-13
27.	A7-4	Accessibility Code References	Issued for Bids	03-15-13
28.	A7-5	Accessibility Code References	Issued for Bids	03-15-13
29.	M1-1	Mechanical First Floor Plan	Issued for Bids	03-15-13
30.	M1-2	Mechanical Roof Plan	Issued for Bids	03-15-13
31.	P0-1	Plumbing Notes, Symbols, Schedules and Abbreviations	Issued for Bids	03-15-13
32.	PD1-1	Plumbing First Floor Demo Work Plan	Issued for Bids	03-15-13
33.	PD1-2	Plumbing Floors 2-8 Demo Work Plan	Issued for Bids	03-15-13
34.	P1-1	Plumbing First Floor New Work Plan	Issued for Bids	03-15-13
35.	P1-2	Plumbing Floors 2-8 New Work Plan	Issued for Bids	03-15-13
36.	P1-3	Plumbing Enlarged Plans	Issued for Bids	03-15-13
37.	P1-4	Plumbing Enlarged Plans	Issued for Bids	03-15-13
38.	P1-5	Plumbing Enlarged Plans	Issued for Bids	03-15-13
39.	P2-1	Plumbing Details	Issued for Bids	03-15-13
40.	P3-1	Plumbing Risers	Issued for Bids	03-15-13
41.	P3-2	Plumbing Risers	Issued for Bids	03-15-13
42.	E0-1	Electrical Symbols, Notes and Abbreviations	Issued for Bids	03-15-13
43.	E1-1	Electrical 1 st Floor Demo and New Work Plan	Issued for Bids	03-15-13
44.	E1-2	Electrical Floors 2-7 Demo and New Work Plan	Issued for Bids	03-15-13
45.	E1-3	Electrical Floor 8 Demo and New Work Plan	Issued for Bids	03-15-13

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7-3-13

(Date)

XIV. PROJECT SCHEDULE

- A. CRITICAL PATH METHOD CONSTRUCTION SCHEDULE (WORK SCHEDULE):** After award of the Contract and prior to commencement of Work, the Contractor will be required to prepare and submit a detailed Critical Path Method construction schedule (Work Schedule) in hard copy and electronic format, in accordance with Paragraph 6 of the CHA's "Special Conditions of the Contract for Construction". The Contractor shall maintain the scheduled start and completion dates, as set forth in the Work Schedule, for the required Work, and will provide the CHA and its designated representative, or its Architect, as directed, a status update of the Work Schedule on a monthly basis in both hard copy and electronic format pursuant to Paragraph 6 of the CHA's "Special Conditions of the Contract for Construction".

MANDATORY REQUIREMENTS:

1. Each General Contractor is to presume one (1) mechanical riser will be available to start the building and index to the next mechanical riser as one is finished up. A logistics plan will need to be provided to demonstrate that the General Contractor understands how the project will progress.
 2. Trades cannot use any elevator in the building to move material up and down the building. Passenger elevators are for the use of the residents only. Therefore, the General Contractor will need to utilize a skip hoist or material hoist on this project.
 3. Shut off valves on the supply water manifolds should be shown early in the schedule to allow the trades to efficiently complete the work and impact the residents as least as possible
- C. FINAL COMPLETION DATE:** The Contractor agrees to complete and deliver the Project, as such term is defined in the Contract Documents, and the Work described in this IFB in conformance with the Construction Progress Schedule and Final Completion Date set forth in the Contract Documents, and to provide sufficient manpower, equipment and any overtime required to complete all required Work in or at the building(s) to comply with the completion date for the building(s) as set forth in the Construction Progress Schedule and to complete 100% of all Work within the Project boundary as set forth in the Contract Documents by the Final Completion Date, at no additional cost to the CHA, and the Contractor agrees that for delivery of all Work under this contract, *time is of the essence*.


The Contractor shall commence Work on the building(s) within three (3) calendar days after the Contractor has received a written Notice to Proceed from the CHA and the Contractor's Construction Progress Schedule has been accepted. (Please refer to Section V of these BF pages for information regarding the Notice to Proceed.) The Contractor's Work will be performed in and around Lincoln Perry Apartments at 3246 South Prairie Avenue and Annex at 243 East 32nd Street, Chicago, IL, a CHA Senior Housing location.

The Contractor shall notify the CHA and its designated representative when each portion of the Work at the for this Project, as set forth on the Construction Progress Schedule, is complete, and additionally, thirty (30) days prior to completion, the Contractor shall inform the CHA in writing of its intent to be 100% complete within thirty (30) days, regardless of whether such scope item was completed pursuant to the Work Schedule or not. The determination of whether each scope item was completed in compliance with the Construction Progress Schedule shall be made by the CHA and its designated representative and shall be based upon an inspection by the CHA, its designated representative, and the CHA's Prime Design Consultant.

The Contractor shall designate complete punch list inspection dates for the Project in the Construction Progress Schedule. The Project Work must be complete and the Contractor's own punch list sign-off achieved and submitted to the CHA's designated representative before inspection by the CHA, its designated representative, and the CHA's Prime Design Consultant.

The CHA, its designated representative, and the CHA's Prime Design Consultant shall inspect the Work and create a final punch list for the Project no more than thirty (30) days prior to final

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(Signature)
Lee Krzyszton

(Print Name)

Novak Construction Company

(Contractor's Name)
Vice President

(Title)
7-3-13

(Date)

CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

completion of the Project, which, in no event, shall be later than the Final Completion Date for the Project. The CHA and its designated representative shall determine final completion of all Work when the CHA and its designated representative have accepted 100% of all Work as complete, including all punch list items. Warranties for the Contractor's Work, including labor, materials and equipment described within the Contract Documents will begin on the date the Work has been accepted as 100% final and complete by the CHA and its designated representative.

- D. **LIQUIDATED DAMAGES:** In the event that the Work is not completed by the Final Completion Date in accordance with the Work Schedule, the CHA may assess liquidated damages against the Contractor in accordance with the provisions of Paragraph 33 of the CHA's "Special Conditions of the Contract for Construction". Notwithstanding any other provision of Paragraph 33 of the HUD "General Conditions for Construction Contracts - Public Housing Programs (Form HUD-5370)", the Contractor agrees to complete the Work within the Work Schedule and to complete each task on the critical path of the Work Schedule.

The parties hereby acknowledge and agree that since actual damages for any delay in completion of the Work are difficult to determine and prove, the Contractor and its sureties agree to pay the CHA as fair and reasonable damages for failure to meet turnover requirements as set forth in the contract documents and Work Schedule, the sum of \$1,600.00 per day for failure to meet the Final Project Completion deadline(s) in the contract. Said liquidated damages shall continue to accrue as reasonable damages until the units are turned over and/or the final completion occurs.

Liquidated damages shall be assessed at each interval that the Contractor submits a request for payment pursuant to Paragraph 27 of the CHA's "Special Conditions of the Contract for Construction". With each such payment request, the Contractor shall certify that applicable completion requirements have been achieved. If completion requirements have not been achieved, the CHA shall be entitled to deduct from the progress payment the amount of liquidated damages determined herein.

The Contractor acknowledges and agrees that it will complete the modernization and life safety upgrades at Lincoln Perry Apartments at 3245 South Prairie Avenue, and Annex at 243 East 32nd Street, Chicago, IL, by no later than six hundred sixty (660) calendar days from the date(s) set forth in the Notice to Proceed. **IMPORTANT: Work is expected to be performed on the two (2) buildings concurrently, not sequentially.**

The Contractor further acknowledges and agrees that the completion requirements set forth herein are minimum completion requirements that must be satisfied under the contract with the CHA.

XV. PROPOSED CONSTRUCTION SCHEDULE

Lincoln Perry Apartments (3245 South Prairie Avenue)

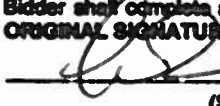
This building will remain occupied for the full duration of the project. When developing the Critical Path Method ("CPM") Summary Project Schedule, it should reflect the logistical information provided in this section.

The CHA will be responsible for all temporary and permanent resident relocations as needed. This move period will not exceed ten (10) calendar days per tier.

Phase 01A: Tiers 06 & 07

CHA will relocate occupants from Tiers 06 and 07. The Contractor is to commence work on all of the units in Tiers 06 and 07. The work is to include, but is not limited to:

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. **EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE.** Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.



(Signature)
Lee Krzyszton

(Print Name)

Novak Construction Company

(Contractor's Name)
Vice President

(Title)
7-373

(Date)

CHICAGO HOUSING AUTHORITY

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- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 06 units, the CHA will relocate the residents from Tier 06 into newly completed units in Tier 06. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 01B.

Phase 01B: Tiers 07 & 08

Upon completion of the resident relocation from Tier 08, the Contractor shall complete all units in Tier 07 and commence work on all of the units in Tier 08. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 07 units, the CHA will relocate the residents from Tier 09 into newly completed units in Tier 07. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 01C.

Phase 01C: Tiers 08 & 09

Upon completion of the resident relocation from Tier 09, the Contractor shall complete all units in Tier 08 and commence work on all of the units in Tier 09. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 08 units, the CHA will relocate the residents from Tier 10 into newly completed units in Tier 08. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 01D.

Phase 01D: Tiers 09 & 10

Upon completion of the resident relocation from Tier 10, the Contractor shall complete all units in Tier 09 and commence work on all of the units in Tier 10. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 09 units, the CHA will relocate the residents from Tier 11 into newly completed units in Tier 09. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 01E.

Phase 01E: Tiers 10 & 11

Upon completion of the resident relocation from Tier 11, the Contractor shall complete all units in Tier 10 and Tier 11. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

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Upon completion of work in Tier 10 and 11 units, the CHA will relocate the residents from Tiers 05 and 04 into newly completed units in Tiers 10 and 11. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 02A.

Phase 02A: Tiers 05 & 04

Upon completion of the resident relocation from Tiers 05 and 04, the Contractor shall complete work in all units in Tier 05 and Tier 04. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 05 and Tier 04 units, the CHA will relocate the residents from Tier 03 and tier 02 into newly completed units in Tier 03 and Tier 02. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 02B.

Phase 02B: Tiers 03 & 02

Upon completion of the resident relocation from Tier 05 and Tier 04, the Contractor shall complete all units in Tier 03 and commence work on all of the units in Tier 02. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 03 units, the CHA will relocate the residents from Tier 01 into newly completed units in Tier 03. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 02C.

Phase 02C: Tiers 02 & 01

Upon completion of the resident relocation from Tier 01, the Contractor shall complete all units in Tier 02 and Tier 01. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 02 and 01 units, the CHA will relocate the residents from Tiers 17 and 16 into newly completed units in Tiers 02 and 01. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 03A.

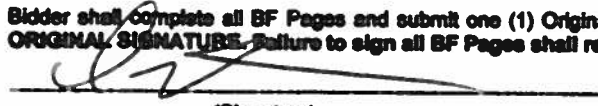
Phase 03A: Tiers 17 & 16

Upon completion of the resident relocation from Tier 16, the Contractor shall complete all units in Tier 17 and commence work on all of the units in Tier 16. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 17 units, the CHA will relocate the residents from Tier 15 into newly completed units in Tier 17. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 03B.

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2-3-13
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Phase 03B: Tiers 16 & 15

Upon completion of the resident relocation from Tier 15, the Contractor shall complete all units in Tier 16 and commence work on all of the units in Tier 15. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 16 units, the CHA will relocate the residents from Tier 14 into newly completed units in Tier 16. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 03C.

Phase 03C: Tiers 15 & 14

Upon completion of the resident relocation from Tier 14, the Contractor shall complete all units in Tier 15 and commence work on all of the units in Tier 14. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 15 units, the CHA will relocate the residents from Tier 13 into newly completed units in Tier 15. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 03D.

Phase 03D: Tiers 14 & 13

Upon completion of the resident relocation from Tier 13, the Contractor shall complete all units in Tier 14 and commence work on all of the units in Tier 13. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 14 units, the CHA will relocate the residents from Tier 12 into newly completed units in Tier 14. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 03E.

Phase 03E: Tiers 13 & 12

Upon completion of the resident relocation from Tier 12, the Contractor shall complete all units in Tier 13 and Tier 12. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 07 units, the CHA will relocate the residents from Tier 18 and Tier 19 into newly completed units in Tier 13 and Tier 12. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 04A.

Phase 04A: Tiers 18 & 19

Upon completion of the resident relocation from Tier 18 and Tier 19, the Contractor shall complete all units in Tier 18 and commence work on all of the units in Tier 19. The work is to include, but is not limited to:

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- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 18 units, the CHA will relocate the residents from Tier 20 into newly completed units in Tier 18. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 04B.

Phase 04B: Tiers 19 & 20

Upon completion of the resident relocation from Tier 20, the Contractor shall complete all units in Tier 19 and commence work on all of the units in Tier 20. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 19 units, the CHA will relocate the residents from Tier 21 into newly completed units in Tier 19. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 04C.

Phase 04C: Tiers 20 & 21

Upon completion of the resident relocation from Tier 21, the Contractor shall complete all units in Tier 20 and Tier 21. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 20 and Tier 21 units, the CHA will relocate the residents from Tier 28 and Tier 29 into newly completed units in Tier 20 and 21. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 05A.

Phase 05A: Tiers 28 & 29

Upon completion of the resident relocation from Tier 28 and Tier 29, the Contractor shall complete all units in Tier 28 and commence work on all of the units in Tier 29. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures


Upon completion of work in Tier 28 units, the CHA will relocate the residents from Tier 30 into newly completed units in Tier 28. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 05B.

Phase 05B: Tiers 29 & 30

Upon completion of the resident relocation from Tier 30, the Contractor shall complete all units in Tier 29 and commence work on all of the units in Tier 30. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

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Upon completion of work in Tier 29 units, the CHA will relocate the residents from Tier 31 into newly completed units in Tier 29. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 05C.

Phase 05C: Tiers 30 & 31

Upon completion of the resident relocation from Tier 31, the Contractor shall complete all units in Tier 30 and commence work on all of the units in Tier 31. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 30 units, the CHA will relocate the residents from Tier 32 into newly completed units in Tier 30. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 05D.

Phase 05D: Tiers 31 & 32

Upon completion of the resident relocation from Tier 32, the Contractor shall complete all units in Tier 31 and Tier 32. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 31 and Tier 32 units, the CHA will relocate the residents from Tier 27 and Tier 28 into newly completed units in Tier 31 and Tier 32. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 06A.

Phase 06A: Tiers 27 & 28

Upon completion of the resident relocation from Tier 28 and Tier 27, the Contractor shall complete all units in Tier 27 and commence work on all of the units in Tier 26. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 27 units, the CHA will relocate the residents from Tier 25 into newly completed units in Tier 27. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 06B.


Phase 06B: Tiers 26 & 25

Upon completion of the resident relocation from Tier 25, the Contractor shall complete all units in Tier 26 and commence work on all of the units in Tier 25. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 26 units, the CHA will relocate the residents from Tier 24 into newly completed units in Tier 26. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 06C.

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.



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Phase 06C: Tiers 25 & 24

Upon completion of the resident relocation from Tier 24, the Contractor shall complete all units in Tier 25 and commence work on all of the units in Tier 24. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 25 units, the CHA will relocate the residents from Tier 23 into newly completed units in Tier 25. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 06D.

Phase 06D: Tiers 24 & 23

Upon completion of the resident relocation from Tier 23, the Contractor shall complete all units in Tier 24 and commence work on all of the units in Tier 23. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 24 units, the CHA will relocate the residents from Tier 22 into newly completed units in Tier 24. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 06E.

Phase 06E: Tiers 23 & 22

Upon completion of the resident relocation from Tier 22, the Contractor shall complete all units in Tier 23 and Tier 22. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Laundry Tier Renovation may be conducted concurrently and in accord with any riser replacement phase or maybe conducted independently. However, at least six (6) laundry rooms must be in operation at all times (Contractor to provide temporary hookups to the washing machines and dryers as necessary).

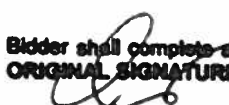
First Floor Renovations maybe conducted concurrently and in accord with any riser replacement phase or maybe conducted independently in coordination with the Owner. Since the first floor will be occupied at all times, Contractor is responsible to coordinate individual phasing with the Owner to mitigate construction impacts to building operations.

Roof work may be conducted concurrently and in accord with any riser replacement phase or maybe conducted independently in coordination with the Owner.

Asbestos abatement in corridors and elevator lobbies is to be conducted in floor by floor phases (Contractor to determine number of floors per phase).

- Abatement (and related environmental clearances) per floor cannot exceed one eight (8) hour time period during normal business hours.

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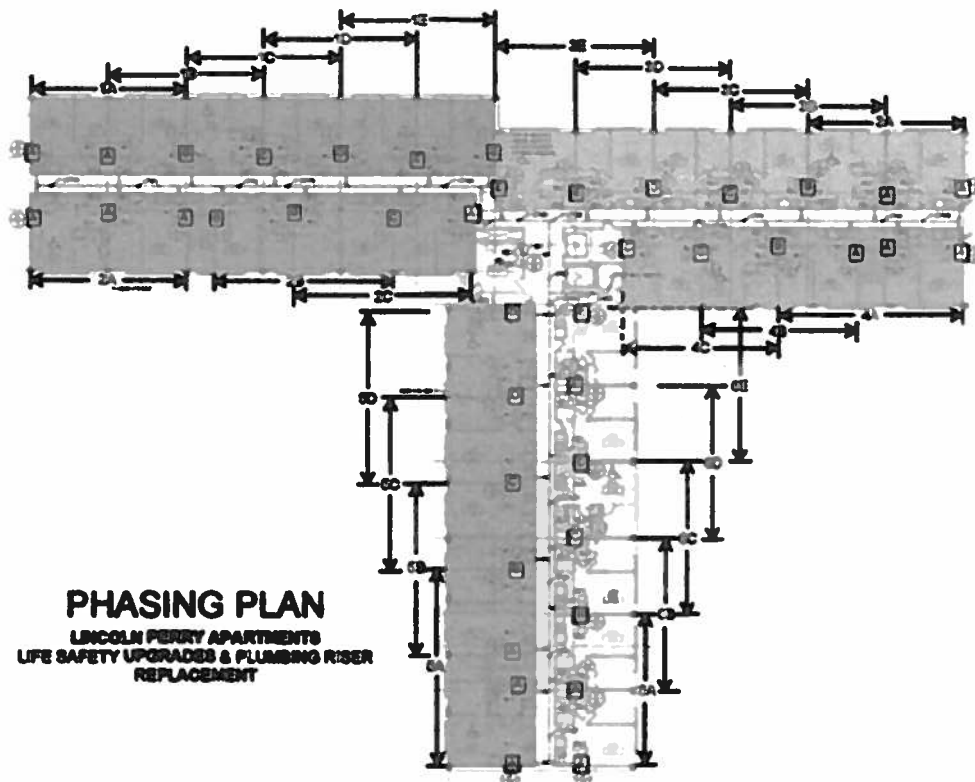
Novak Construction Company

(Contractor's Name)
Vice President

(Title)
7-3-13

(Date)

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IFB # 13 - 01156



Lincoln Perry Annex (243 East 32nd Street)

IMPORTANT: This building will remain occupied for the full duration of the project. When developing the Critical Path Method ("CPM") Summary Project Schedule, it should reflect the logistical information provided in this section.

The CHA will be responsible for all temporary and permanent resident relocations as needed. This move period will not exceed 10 calendar days per tier.

Phase 01A: Tiers 01 & 02

CHA will relocate occupants from Tiers 01 and 02. The Contractor is to commence work on all of the units in Tiers 01 and 02. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures


Upon completion of work in Tier 01 units, the CHA will relocate the residents from Tier 03 into newly completed units in Tier 01. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 01B.

Phase 01B: Tiers 02 & 03

Upon completion of the resident relocation from Tier 03, the Contractor shall complete all units in Tier 02 and commence work on all of the units in Tier 03. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers

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- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 02 units, the CHA will relocate the residents from Tier 04 into newly completed units in Tier 02. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 01C.

Phase 01C: Tiers 03 & 04

Upon completion of the resident relocation from Tier 04, the Contractor shall complete all units in Tier 03 and Tier 04. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 03 and Tier 04 units, the CHA will relocate the residents from Tier 26 and Tier 25 into newly completed units in Tier 03 and Tier 04. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 02A.

Phase 02A: Tiers 26 & 25

Upon completion of the resident relocation from Tier 26 and Tier 25, the Contractor shall complete all units in Tier 26 and commence work on all of the units in Tier 25. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 26 units, the CHA will relocate the residents from Tier 24 into newly completed units in Tier 26. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 02B.

Phase 02B: Tiers 25 & 24

Upon completion of the resident relocation from Tier 24, the Contractor shall complete all units in Tier 25 and commence work in Tier 24. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 25 units, the CHA will relocate the residents from Tier 23 into newly completed units in Tier 25. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 02C.

Phase 02C: Tiers 24 & 23

Upon completion of the resident relocation from Tier 23, the Contractor shall complete all units in Tier 24 and Tier 23. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures


Upon completion of work in Tier 24 and tier 23 units, the CHA will relocate the residents from Tier 09 and Tier 08 into newly completed units in Tier 24 and Tier 23. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 03A.

Phase 03A: Tiers 09 & 08

Upon completion of the resident relocation from Tier 09 and Tier 08, the Contractor shall complete all units in Tier 09 and commence work on all of the units in Tier 08. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers

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- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 09 units, the CHA will relocate the residents from Tier 07 into newly completed units in Tier 09. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 03B.

Phase 03B: Tiers 08 & 07

Upon completion of the resident relocation from Tier 07, the Contractor shall complete all units in Tier 08 and commence work on all of the units in Tier 07. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 08 units, the CHA will relocate the residents from Tier 06 into newly completed units in Tier 08. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 03C.

Phase 03C: Tiers 07 & 06

Upon completion of the resident relocation from Tier 06, the Contractor shall complete all units in Tier 07 and commence work on all of the units in Tier 06. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 07 units, the CHA will relocate the residents from Tier 05 into newly completed units in Tier 07. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 03D.

Phase 03D: Tiers 06 & 05

Upon completion of the resident relocation from Tier 05, the Contractor shall complete all units in Tier 06 and Tier 05. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 06 and Tier 05 units, the CHA will relocate the residents from Tier 10 and Tier 11 into newly completed units in Tier 06 and Tier 05. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 04A.

Phase 04A: Tiers 10 & 11

Upon completion of the resident relocation from Tier 10 and Tier 11, the Contractor shall complete all units in Tier 10 and commence work on all of the units in Tier 11. The work is to include, but is not limited to:


- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 10 units, the CHA will relocate the residents from Tier 12 into newly completed units in Tier 10. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 04B.

Phase 04B: Tiers 11 & 12

Upon completion of the resident relocation from Tier 12, the Contractor shall complete all units in Tier 11 and commence work on all of the units in Tier 12. The work is to include, but is not limited to:

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- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 11 units, the CHA will relocate the residents from Tier 13 into newly completed units in Tier 11. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 04C.

Phase 04C: Tiers 12 & 13

Upon completion of the resident relocation from Tier 13, the Contractor shall complete all units in Tier 12 and Tier 13. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 12 and Tier 13 units, the CHA will relocate the residents from Tier 19 and Tier 20 into newly completed units in Tier 12 and 13. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 05A.

Phase 05A: Tiers 19 & 20

Upon completion of the resident relocation from Tier 19 and Tier 20, the Contractor shall complete all units in Tier 19 and commence work on all of the units in Tier 20. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 19 units, the CHA will relocate the residents from Tier 21 into newly completed units in Tier 19. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 05B.

Phase 05B: Tiers 20 & 21

Upon completion of the resident relocation from Tier 21, the Contractor shall complete all units in Tier 20 and commence work on all of the units in Tier 21. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 20 units, the CHA will relocate the residents from Tier 22 into newly completed units in Tier 20. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 05C.


Phase 05C: Tiers 21 & 22

Upon completion of the resident relocation from Tier 22, the Contractor shall complete all units in Tier 21 and Tier 22. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 21 and Tier 22 units, the CHA will relocate the residents from Tier 18 and 17 into newly completed units in Tier 21 and Tier 22. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 06A.

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.



(Signature)
Lee Krzyszton

(Print Name)

Novak Construction Company

(Contractor's Name)
Vice President

(Title)
2-3-13

(Date)

CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

Phase 06A: Tiers 18 & 17

Upon completion of the resident relocation from Tier 18 and Tier 17, the Contractor shall complete all units in Tier 18 and commence work on all of the units in Tier 17. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 18 units, the CHA will relocate the residents from Tier 16 into newly completed units in Tier 18. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 06B.

Phase 06B: Tiers 17 & 16

Upon completion of the resident relocation from Tier 16, the Contractor shall complete all units in Tier 17 and commence work on all of the units in Tier 16. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 17 units, the CHA will relocate the residents from Tier 15 into newly completed units in Tier 17. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 06C.

Phase 06C: Tiers 16 & 15

Upon completion of the resident relocation from Tier 15, the Contractor shall complete all units in Tier 16 and commence work on all of the units in Tier 15. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures

Upon completion of work in Tier 16 units, the CHA will relocate the residents from Tier 14 into newly completed units in Tier 16. This move is expected to take ten (10) calendar days. Upon completion of the resident relocation, the Contractor may proceed with Phase 06D.

Phase 06D: Tiers 15 & 14

Upon completion of the resident relocation from Tier 14, the Contractor shall complete all units in Tier 15 and Tier 14. The work is to include, but is not limited to:

- Installation of the new kitchen tier risers
- Installation of the new bathroom tier risers
- Installation of all new interior finishes and plumbing fixtures


Laundry Room Renovation may be conducted concurrently and in accord with any riser replacement phase or maybe conducted independently. However, laundry room machines (washers and dryers) must be in operation at all times (Contractor to relocate or provide temporary hookups to the washing machines and dryers as necessary).

First Floor Renovations maybe conducted concurrently and in accord with any riser replacement phase or maybe conducted independently in coordination with the Owner. Since the first floor will be occupied at all times, Contractor is responsible to coordinate individual phasing with the Owner to mitigate construction impacts to building operations.

Roof work may be conducted concurrently and in accord with any riser replacement phase or maybe conducted independently in coordination with the Owner.

Asbestos abatement in corridors and elevator lobbies is to be conducted in floor by floor phases (Contractor to determine number of floors per phase).

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.



(Signature)

Lee Krzyszton

(Print Name)

Novak Construction Company

(Contractor's Name)

Vice President

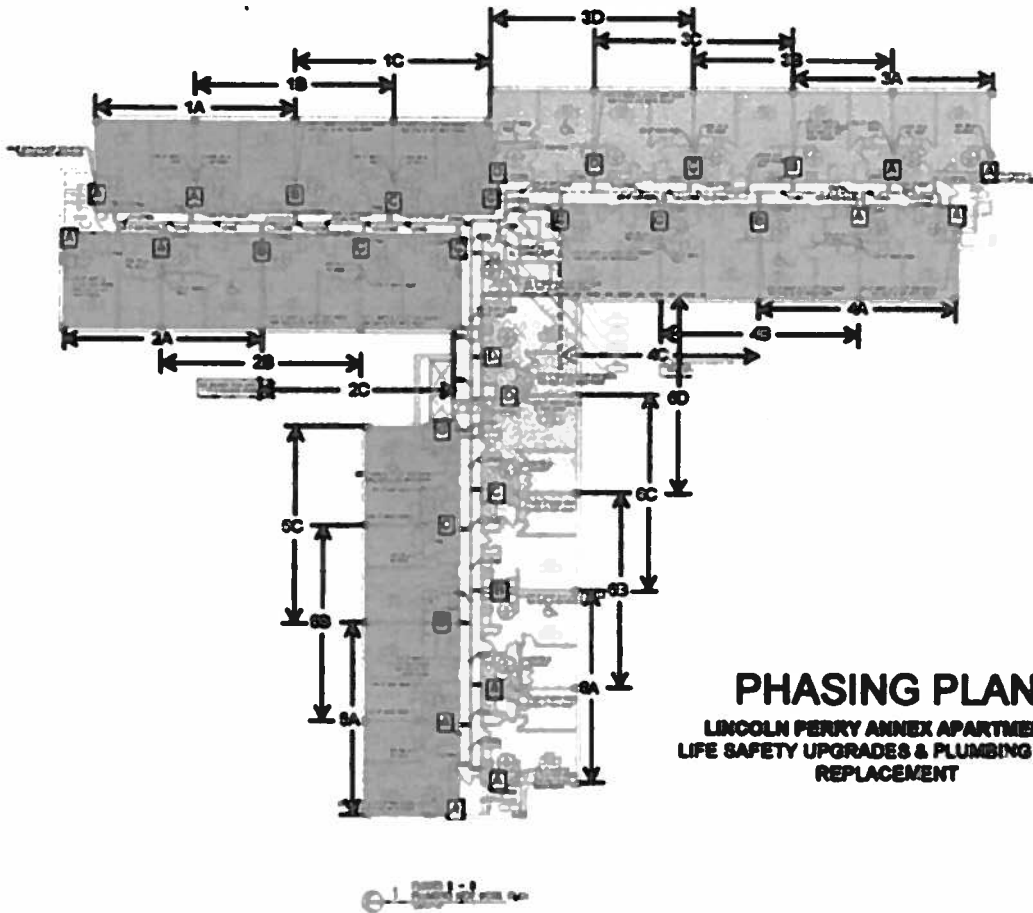
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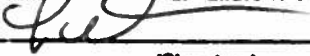
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CHICAGO HOUSING AUTHORITY
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- Abatement (and related environmental clearances) per floor cannot exceed one eight (8) hour time period during normal business hours.



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(Signature)

Lee Krzyszton

(Print Name)

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2-3-13
(Date)

CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

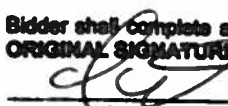
XVI. SUBCONTRACTOR CONTRACT AND FLOWDOWN REQUIREMENTS:

The Contractor shall comply with all applicable laws, regulations, policies and procedures of the CHA in the procurement of lower-tier subcontractors. The Contractor shall incorporate the flowdown requirements of this Contract into all of its lower-tier subcontracts. Said contract provisions in all subcontracts will be appropriately drafted to reflect the proper relationship among the CHA, the Contractor and the lower-tier subcontractor with regard to the lower-tier subcontractor. Further, all subcontractors utilized by the Contractor and not identified at the time of bid submission must receive prior approval in writing by the Contracting Officer, prior to utilization for any subcontractor on this Contract.

Pursuant to Paragraph 37 of the HUD "General Conditions for Construction Contracts - Public Housing Programs" (Form HUD-5370) and the CHA's "Special Conditions of the Contract for Construction", the Contractor shall submit to the CHA a true and original copy of each subcontract, including subcontracts at any tier, it executes for any portion of the work within ten (10) days of execution of the subcontract and submit to the CHA within ten (10) days any amendment, modification, or change thereto. The following provisions from the HUD "General Conditions for Construction Contracts - Public Housing Programs" (Form HUD-5370) and the CHA's "Special Conditions of the Contract for Construction" must be incorporated into all of the Contractor's subcontracts:

Paragraph 5	Preconstruction Conference and Notice to Proceed (NTP)
Paragraph 9	Specifications and Drawings for Construction
Paragraph 10	As-Built Drawings
Paragraph 13	Health, Safety, and Accident Prevention
Paragraph 18	Clean Air and Water
Paragraph 24	Prohibition Against Liens
Paragraph 26	Order of Precedence
Paragraph 30	Suspension of Work, Delays, and Stop Work Orders
Paragraph 31	Disputes
Paragraph 32	Default
Paragraph 34	Termination for Convenience
Paragraph 36	Insurance
Paragraph 39	Equal Employment Opportunity
Paragraph 40	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968
Paragraph 42	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees
Paragraph 43	Limitations on Payments Made to Influence
Paragraph 45	Examination and Retention of Contractor's Records
Paragraph 46	Labor Standards - Davis-Bacon and Related Acts
Paragraph 49	Hold Harmless and Indemnification
Paragraph 50	Communications
Paragraph 51	Lead Based Paint Abatement
Paragraph 53	Submittal of Documents After Award
Paragraph 57	Drug Free Work Place
Paragraph 61	Disposal of Hazardous and /or Special Waste
In addition, the following provisions from these BF Pages must be incorporated into all of the Contractor's subcontracts:	
Section VI (G)	Online Contract Compliance System

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.



(Signature)

Lee Krzyszton

(Print Name)

Novak Construction Company

(Contractor's Name)

Vice President

(Title)

7-3-13


(Date)

CHICAGO HOUSING AUTHORITY
IFB # 13 - 01156

XVII. ACKNOWLEDGMENT OF BID DOCUMENTS AND INSTRUCTIONS: The Bidder acknowledges, by signing Page BF/1, that it has read, understands, has filled out where applicable, and accepts the terms of any documents listed below which are included in this solicitation. The Bidder shall execute and submit with its bid, and/or notarize documents, as indicated below.

Execute and submit with Bid	Notarize	Document
✓		BF/1 through BF/55 pages
		"Amendment(s) to Special Conditions", if any (such as the CHA's M/W/DBE Policy made available through the CHA website, www.thecha.org)
✓		"Special Conditions of HUD-5370"
		"Amendment(s) to General Conditions", if any
✓		HUD "General Conditions for Construction Contracts - Public Housing Programs" (Form HUD-5370) (available through the CHA website, www.thecha.org);
✓		"Instructions to Bidders for Contracts" (Form HUD-5369) (available through the CHA website, www.thecha.org)
✓		"Representations, Certifications, and Other Statements of Bidders" (Form HUD-5369-A) (available through the CHA website, www.thecha.org)
		"General Wage Decision" (Davis-Bacon Act) Note: Davis-Bacon prevailing wage rates are subject to change, pursuant to 29 CFR Part 5
✓		Bid Bond (available through the CHA website, www.thecha.org)
		Performance and Payment Bond or Bonds (available through the CHA website, www.thecha.org)
		Technical Specifications and Drawings
✓	✓	Contractor's Affidavit (available through the CHA website, www.thecha.org)
		Non-Collusive Affidavit
		"Contract Compliance Requirements", including:
✓	✓	"MBE/WBE/DBE Utilization Plan (Schedule A) (available through the CHA website, www.thecha.org)
✓	✓	"Section 3 Utilization Plan" (Schedule B) (available through the CHA website, www.thecha.org)
✓		"M/W/DBE and Section 3 Subs" (Schedule C) (available through the CHA website, www.thecha.org)
✓		"Section 3 Hiring Plan" (Schedule D) (available through the CHA website, www.thecha.org)
		CHA Ethics Policy (available through the CHA website, www.thecha.org)
✓	✓	Contractor's Affidavit of Uncompleted Work (available through the CHA website, www.thecha.org)
		Instructions to Contractors Regarding Affirmative Action Under Executive Orders 11246 and 11914, all inclusive
		Instructions and Forms
		Invitation to Bid
		Proposal Bid Form
		Form of the Contract
✓		"Previous Participation Certificate" (Form HUD-2530) (available through the CHA website, www.thecha.org)

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.

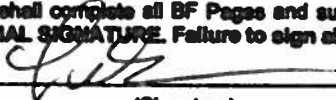
	Novak Construction Company
(Signature)	(Contractor's Name)
Lee Krzyszton	Vice President
(Print Name)	(Title)
	7-3-13
	(Date)

CHICAGO HOUSING AUTHORITY
IFB # 13 – 01156

XVII. ACKNOWLEDGMENT OF BID DOCUMENTS AND INSTRUCTIONS (continued):

Execute and submit with Bid	Notarize	Document
		Certificate of Liability Insurance
✓		Statement of Bidder's Qualifications (available through the CHA website, www.thecha.org)
✓		Subcontractor Information Submittal (available through the CHA website, www.thecha.org)
		Minimum Insurance Requirements
		Contractor's Financial/Income Tax Statement
✓		Equal Employment Opportunity Compliance Certificate (available through the CHA website, www.thecha.org)

Bidder shall complete all BF Pages and submit one (1) Original and one (1) Copy. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.



(Signature)

Novak Construction Company

(Contractor's Name)

Lee Krzyszton

(Print Name)

Vice President

(Title)

2-3-13

(Date)

ALL BIDDERS MUST COMPLETE THE TOP SECTION OF THIS PAGE

If this bid is submitted by a joint venture, each business shall provide the information requested below AND a copy of the Joint Venture Agreement must be included with your bid. Failure to provide the Joint Venture Agreement may result in the Entire Bid Package being deemed non-responsive. Two (2) copies of this Page BF/55 must be submitted and each page must bear an original signature.

By signing this Page BF/55 and submitting this bid, the Contractor acknowledges and agrees to the following: (1) that it has reviewed the Contract Documents and understands and agrees to the terms and conditions contained therein; (2) that this bid, and the prices contained herein, shall remain firm if accepted by the CHA within one hundred eighty (180) calendar days of the date of the bid opening; (3) that the Contractor shall be bound by the terms and conditions of the Contract; and (4) that the Contractor shall perform the Work for the total amount of compensation within the time frame specified on Page BF/3 based upon the Contractor's bid contained herein, as entered below on Page BF/55 by the CHA's Contracting Officer, provided that the bid is accepted by the CHA and this Contract Document is executed by the CHA's Contracting Officer.

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 bid are true and correct.

Novak Construction Company

(Business/Contractor's Name)

By: _____

(Signature)

John Novak

(Printed or Typed Name)

Title: _____

President

(If a Corporation, President, Vice President, Partnership, Partner or other Officer should sign, evidence of authority must be submitted.)

Address: 3423 N. Drake Avenue

City, State, Zip: Chicago, IL 60618

Taxpayer ID. No.: _____

Telephone No.: (773) 278.1100

Fax No.: (773) 278.1119

Email: _____

Date Signed By Contractor: 7-3-13

(Affix Corp. Seal)

If a Corporate Seal is not affixed, this document must be notarized. If neither is done, this entire bid shall be considered Non-Responsive and rejected.

Subscribed and sworn to before me

this 11th day of July, 2013

My Commission Expires

DAVID BANIEWICZ
COMMISSION EXPIRES
OCTOBER 6, 2015

David Baniewicz
(Notary Public)

Contract Award

111958

(Vendor Code)

11337

(Contract No.)

The Chicago Housing Authority does hereby accept the Contractor's offer, bid and proposal as set forth in these Specifications for Bid pages, in the amount of Nineteen Million, Nine Hundred Eighty-Four thousand, One (\$ 19,984,147.00) subject to the terms, conditions and requirements contained in the "Contract Documents" hundred Fourty Seven

The Contractor agrees not to perform and waives any and all claims of payment for work which would result in billings beyond this amount without a prior written amendment to the Contract authorizing said additional work. The Contractor recognizes an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this firm-fixed contract price.

The Term of this Contract is NTP till July 29, 2015

The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

CHICAGO HOUSING AUTHORITY

By: _____

Linda Riley Mitchell

Title: Executive V.P., Finance/CFO

Chicago Housing Authority

60 East Van Buren St.

Chicago, IL 60605

Date Signed: 9/27/2013

SPECIAL CONDITIONS - IFB 13 - 01156

MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY COMPLEX

These Special Conditions of the Contract for Construction amend and supplement the General Conditions for Construction Contracts - Public Housing Programs (Form HUD-5370). The Section numbers and headings track those found in the General Conditions, and all section and paragraph references track those found in the General Conditions as well. Where these Special Conditions supplement the text in the General Conditions, the Section and Paragraph numbering picks up where the numbering leaves off in the General Conditions. Where there are no amendments, additions, or supplements to the language in the General Conditions, the Section number and heading from the General Conditions appears below, as a place holder, without any additional text.

1. Definitions

- (b) The term "Contract" at Paragraph 1(b) of the General Conditions is amended to also include the following: All written modifications, amendments and change orders to this Contract, all Specification Bid Form pages when accepted by the CHA, "Special Conditions of the Contract for Construction", "HUD General Conditions for Construction Contracts - Public Housing Programs (Form HUD-5370)", the "Work Schedule" as defined in Paragraph 6 of "HUD General Conditions for Construction Contracts - Public Housing Programs (Form HUD-5370)" and as amended from time to time pursuant to Paragraph 6, the "Instructions to Bidders (Form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion, "Technical Specifications", and drawings, if any, Contractor's Affidavit or any other affidavits, certifications or representations the Contractor is required to execute under the Contract with the CHA, MBE/WBE/DBE and Section 3 Utilization Plans and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive.
- (c) The term "Contracting Officer" at paragraph of 1(c) of the General Conditions is amended by the addition thereto of the following language: "The Contracting Officer may designate and delegate in writing deputy and sub-contracting officers with the same powers as the Contracting Officer. In the event the Contractor receives conflicting instructions or decisions from the Contracting Officer or one of his or her designated deputy or sub-contracting officers, the authority of the Contracting Officer shall prevail."
- (h) The term "PHA" at paragraph 1(h) of the General Conditions is amended to be interchangeable with the terms "Chicago Housing Authority" or "CHA" as used in the Contract.
- (l) The term "Work" at Paragraph 1(l) of the General Conditions is amended by the addition thereto of the following language: "Work further means the use of material, manpower, supplies, equipment, workmanship, components, time and money to perform design, construction and administration necessary for completion of the Scope."
- (m) The terms "day" or "days" mean calendar days, unless otherwise specified.
- (n) The term "Material" or "material", as used in this Contract, includes, but is not limited to, raw materials, parts, items, components, supplies, and end products used to construct and complete the Project.
 - (1) "New Material", as used in this Contract, means previously unused or composed of previously unused materials and may include unused residual inventory or unused former Government surplus property.
 - (2) "Other than new material" or "used material", as used in this Contract, includes, but is not limited to, recycled, recovered, remanufactured, used, and reconditioned materials.
- (o) The term "Work Site" shall mean the physical location where the Work is performed, including, but not limited to, the Development described in Paragraph 2(i) below.

2. Contractor's Responsibility for Work

- (i) **Scope of Work:** the Scope of Work of this Contract includes, but is not limited to, life safety improvements, including installation of new 2-way communication and elevator recall systems, smoke detectors, and fire sprinklers and various other modernization activities. This work is to be performed at Lincoln Perry Apartments and Annex, 3245 South Prairie Avenue and 243 East 32nd Street, Chicago, IL. Lincoln Perry Complex is a CHA Senior Housing property.



SPECIAL CONDITIONS – IFB 13 – 01156
MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY COMPLEX

This work (also known as the "Project") will be performed pursuant to the plans and specifications for Project Number IFB 13 – 01156. The Project will begin on or about September 2, 2013; however, the CHA will not be bound to issuing a Notice to Proceed by or for that date. Work is to be completed within six hundred sixty (660) calendar days from the date set forth in the Notice to Proceed. The specific commencement and completion dates shall be established by the CHA and set forth in a Notice to Proceed issued pursuant to Paragraph 5.

3. Architect's Duties, Responsibilities and Authority

4. Other Contracts

5. Preconstruction Conference and Notice to Proceed (NTP)

- (c) The Contractor shall perform the Work with due diligence commencing upon receipt of a written Notice to Proceed (NTP) from the CHA. In the event that the Contractor is unable to commence construction on the date set forth in the NTP through no fault of its own, the delay and time extension provisions set forth in Paragraph 30 (f) shall apply. The CHA's Contracting Officer may, in his or her sole discretion, issue written authorization for costs to be incurred prior to the issuance of the NTP, but only to the extent and subject to the conditions of such authorization.
- (d) A preconstruction conference may be called by the CHA at a place and time selected by the CHA for the purpose of reviewing the Work, Work Schedules, to impart Section 3 information to the Contractor prior to commencement of the Work/Project, the Davis-Bacon Prevailing Wage procedures, Minority Women, and Disadvantaged Business participation and resident hiring, CHA capital construction procedures and methods, and the clarification of any questions that may then exist. The absence of such a conference shall not excuse the Contractor's failure to perform any of its obligations under the Contract.
- (e) The CHA may require a partnering session be held prior to initiation of construction. Partnering sessions will be conducted by a third party skilled in the process of partnering at a neutral location that is reasonably convenient to the CHA and the Contractor. The Contractor shall make its project manager, superintendents, and the senior Work Site representative of each subcontractor available for the full time of the partnering session. The CHA will make its architect, project manager, field manager, property manager, and necessary government officials available for the full time of the partnering session. The cost of the partnering session will be borne by the Contractor.
- (f) Periodic meetings may be called at a place and time fixed by the CHA which shall be attended by the Contractor for the purpose of reviewing the Contractor's progress or any other matters regarding the Project that may appear to require the Contractor's expertise or knowledge for purposes of discussion and resolution. If called, such meetings shall be attended by the Contractor at no additional cost to the CHA.
- (g) In the event that the testimony of or consultation with the Contractor is required in any legal or dispute resolution proceeding in connection with claims brought against or prosecuted by the CHA, the Contractor agrees to appear as a witness or act as a consultant on behalf of the CHA in return for reasonable compensation.
- (h) The Contractor shall flow down the provisions of this Section 5 titled "Preconstruction Conference and Notice to Proceed (NTP)" to its subcontractors at every tier.

6. Construction Progress Schedule

The Paragraph Heading of Paragraph 6 is amended to read as follows:

6. Construction Progress Schedule and Construction Cash Flow

(d) Construction Progress Schedule

(1) Work Schedule



SPECIAL CONDITIONS – IFB 13 – 01156

MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY COMPLEX

Based on the CHA's proposed start and completion date(s) set forth in the Specification Bid Form pages, the Contractor shall prepare a critical path method (CPM) schedule that includes all engineering, procurement, construction and testing activities (the "Work Schedule"), covering the time from the start date through final completion.

- (i) The Contractor shall prepare the Work Schedule using the CPM and set forth any portions of the Project having occupancy priority. The Work Schedule shall show all activities and critical path(s). Schedule information shall consist of: detailed task (e.g., activity) descriptions, durations, network logic, preceding/succeeding tasks, total float, free float, and holidays.
- (ii) The Work Schedule shall identify milestones as included in the CHA's information included in the Specification Bid Form pages, for completion of major tasks or portions of the Work with a unit completion milestone established no less frequently than monthly (the "Milestones").
- (iii) The Work Schedule shall identify dates for the preparation and delivery of shop drawings and submittals.
- (iv) The Work Schedule shall allow for and reflect:
 - (a) Local weather conditions;
 - (b) Local jurisdictional or other restrictions on Work;
 - (c) Time for needed approvals by the CHA, Architect or other agency or authority;
 - (d) The CHA, Architect, or other agency or authority inspections and/or tests when required by the Contract Documents;
 - (e) The work of separate Contractors or the CHA;
 - (f) Coordination of Work with ongoing operations; and
 - (g) Other information that may be provided by the Architect or the CHA.
- (v) The software language for developing and maintaining the Work Schedule shall be Primavera Project Planner® (P3 version 3.1), Primavera Project Management® (P6 version 6.2.1), Primavera Contractor® (P6) or Primavera SureTrak®.
- (vi) The Work Schedule float shall belong to the CHA.
- (vii) All claims for extensions of time arising because of delay must be supported by the Work Schedule submissions. The float belongs to the CHA, therefore it is expressly agreed that only delays to the Critical Path activities will justify a time extension to the Contract.
- (viii) It is emphasized that submission of accurate and timely Work Schedules and updates is of equal importance and weight as submission of an accurate bid form and progress payment requests.
- (ix) The activities or tasks of the Work Schedule shall be decomposed to at least the following level of detail:
 - (a) Activity durations in the Work Schedule shall be in calendar days and no more than ten (10) work days in duration.
 - (b) Geographically separate tasks (e.g., floors or apartments)
 - (c) Time separated tasks that may be the same activity
 - (d) Tasks requiring an expenditure of time, but not other resources (e.g., drying, curing, settling)
 - (e) Tasks performed by different skills or work crews
 - (f) Procurement tasks
 - (g) Tasks performed by different subcontractors

SPECIAL CONDITIONS – IFB 13 – 01156

MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY COMPLEX

- (h) Tasks performed by other contractors having an impact on the Work
- (i) Inspection, approval, and review tasks by the CHA or other governmental agencies having an impact on the Work.
- (x) The Work Schedule shall show activity number, detailed description, early dates, float, logic ties, resources and cost. It shall also indicate the sequence, order and interdependence of activities in which the Work is to be accomplished. In preparing the Work Schedule, the Contractor shall:
 - (a) Use a standard 5-working days per week calendar based on calendar days unless special conditions warrant use of other calendars such as 7-day or 4-day per period work scenarios. Calendars must allow for holidays, and/or special events as applicable;
 - (b) Assign to each Work Schedule activity a cost and resource load;
 - (c) Set forth activity durations in calendar days;
 - (d) Set forth a detailed description of each activity;
 - (e) Use only two open-ended activities: the first and the last activities;
 - (f) Use constraints only for project milestones. (The use of constraints, other than the project milestones, violates the network logic);
 - (g) Use only finish-to-start relationships;
 - (h) Exclude any negative lag times; as such lag times violate the network logic.
 - (i) Exclude negative float on any activity in any Work Schedule submission.
- (xi) The General Contractor shall receive the CHA's Master Program Schedule's Activity Code Dictionary in either electronic or printed format. The codes included in this Activity Code Dictionary must be applied to each activity in the Work Schedule. The first fifteen (15) fields are reserved for the CHA's activity codes. The remaining fields may be utilized by the Contractor. Under no circumstances shall the Contractor change codes in the first fifteen (15) code fields without written approval of the CHA.
- (2) Submittal and approval of Baseline Work Schedule

Prior to mobilization to the Project Site, and no later than five (5) days after receipt of the Notice to Proceed the Contractor shall submit three (3) copies of the complete initial construction schedule ("Baseline Work Schedule"). The Baseline Work Schedule shall conform to the commencement and completion dates set forth in the NTP. Two (2) copies shall be submitted in hard copy (i.e., paper) form and one (1) copy in electronic scheduling media (Primavera Project Planner® (P3 version 3.1), Primavera Project Management® (P6 version 6.2.1), Primavera Contractor® (P6) or Primavera SureTrak® software). The Baseline Work Schedule is subject to approval by the CHA per the terms of this Section 6. If requested by the CHA, the Contractor shall participate in a meeting to discuss, review and evaluate the proposed Baseline Work Schedule. Revisions necessary as a result of this review and evaluation shall be submitted for approval to the CHA and its designed Project Manager within fifteen (15) calendar days of such meeting. After approval by the CHA, the approved Baseline Work Schedule shall then become the schedule utilized by the Contractor pursuant to the terms of the Agreement. The Baseline Work Schedule will serve as the baseline against which all payments and Changes will be analyzed. The CHA shall have the right to withhold payment to the Contractor (inclusive of both General Conditions Reimbursement and Fee) in the event that a Baseline Work Schedule has not been submitted to and approved by the CHA within thirty (30) days after the Notice of Award or prior to submittal of the first application for payment.
- (3) Submittal and approval of Updates to the Work Schedule
 - (i) Weekly updates:

SPECIAL CONDITIONS – IFB 13 – 01156

MODERNIZATION AND LIFE SAFETY UPGRADES AT LINCOLN PERRY COMPLEX

The Contractor shall provide the CHA with a weekly update of the Work Schedule as part of the weekly progress meetings at the Project Site. The weekly update shall provide a report including, at a minimum, the following (the "Weekly Report"):

- (a) Three hardcopies of a bar chart showing the activities of the last two weeks and a 60 day look-ahead.
- (b) Lists of major activities completed during the preceding week.
- (c) Lists of activities planned to start during the next week.
- (d) Lists of critical items requiring action of the Architect or the CHA.

(ii) Monthly updates:

Progress meetings to discuss progress of the Work and Payment shall include a monthly meeting at the Project Site, in which the Contractor shall describe the current status of the Work and any proposed revisions and adjustments to the Construction Schedule for the CHA's review and approval. Not more than one (1) week after such meeting and in no event later than the fifth (5th) working day of the month, the Contractor shall submit an updated Work Schedule reflecting actual construction progress, including a comparison to the Baseline Work Schedule and provide a report including, at a minimum, the following (the "Monthly Report"):

- (a) An electronic version of the updated Work Schedule, with schedule status date being the last working day of the previous month, in electronic scheduling media (Primavera Project Planner[®] (P3 version 3.1), Primavera Project Management[®] (P6 version 6.2.1), Primavera Contractor[®] (P6) or Primavera SureTrak[®] software).
- (b) A bar chart of the network showing all activities and highlighting the critical path.
- (c) A written narrative report describing current status and identifying potential delays. This report should include the following information:
 - (1) Whether the Project is proceeding in accordance with the Work Schedule. If the Work Schedule indicates that a milestone will not be met, the Contractor shall indicate the recovery plan;
 - (2) Comments on the Project critical path;
 - (3) Lists of major activities completed during the preceding month;
 - (4) Lists of activities planned to start during the next month;
 - (5) Lists of critical items requiring action of the Architect or the CHA; and
 - (6) Proposed Change Order status log.

Submittal of an updated Monthly Report shall be a prerequisite to the Contractor's entitlement to payment for Work performed pursuant to the Agreement in accordance with Paragraph 27 of the Agreement.

- (4) Changes in the Baseline Work Schedule and the Work Schedule; scheduled date of Final Completion

There shall be no changes in either the Project Milestones or Scheduled Date of Final Completion unless a Change Order is executed.

Within ten (10) days of any event for which a "Special Project Delay Report" is required as described below, Contractor shall submit a written report to Project Manager and the Architect properly labeled as a Special Project Delay Report. Such timely submission shall be a prerequisite to any changes in the Construction Schedule or the Scheduled Date of Final Completion. The Contractor's failure to submit a Special Project Delay Report in a timely manner in accordance with this Subparagraph shall constitute a full and

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final waiver of any and all rights whatsoever to a change in the Work Schedule or the Scheduled Date of Final Completion for such delay event. The Work Schedule Update required by this subparagraph or any other form of communication or notice shall not satisfy this obligation.

(i) Special Project Delay Report

A Special Project Delay Report shall be required when:

- (a)** The commencement, performance or completion of any Work, task or activity is delayed by more than five (5) days and any part of the delay to the task or activity will cause a delay to the completion of any scheduled Work necessary to achieve a Milestone in the Work Schedule or will delay the Scheduled Date of Final Completion and Contractor intends to request a change to the Work Schedule or the Schedule Date of Final Completion; or
- (b)** The commencement, performance or completion of any specific task or other separately identified component of the Work is, at any time running more than 8% behind the schedule for that task or that activity at that time; or
- (c)** Should the Contractor reasonably anticipate the need to request, at any time in the future, a change in the Work Schedule, commencement or completion date of any specific task or activity of the Work; or
- (d)** Should the Contractor anytime reasonably anticipate that it may not be able to complete the Work on or before the Scheduled Date of Final Completion.

Each Special Project Delay Report shall set forth a detailed explanation for the delay, shall set forth Contractor's programs for restoring the Work to the Work Schedule and for mitigating any adverse effects of the projected delay. The Special Project Delay Report shall also indicate the modification requested by Contractor, if any, of the Work Schedule or the Scheduled Date of Final Completion. Any claim for an adjustment of the Work Schedule or Contract Time must be made through a timely Special Project Delay Report. If the Contractor shall fail to make a timely report, it shall not be entitled to any relief or any modifications to the Work Schedule Contract Time.

(ii) Review of Special Project Delay Report

The CHA shall review each Special Project Delay Report to determine if it fulfills the requirements of Subparagraph 1 and shall determine in its sole discretion, whether the delay specified (or any part thereof) is an excusable event of delay.

(iii) Upon acceptance by the CHA, any time extension reflected in the Special Project Delay Report must also be reflected in the Baseline Work Schedule and the Work Schedule.

(iv) Adjustment of Final Completion Date

The Date of Final Completion shall be extended, modified or adjusted by the same number of days as the Date of Final Completion.

(5) Submittal of "as-built" Work Schedule

The Contractor shall submit an acceptable "as-built" Work Schedule simultaneous with the final payment request.

(e) Construction Cash-Flow

(1) Construction Cash-Flow

The Contractor shall prepare a Construction Cash-Flow that is based on the anticipated expenditures resulting from the level-of-effort depicted in the Contractor's Work Schedule.

The Contractor shall submit the Construction Cash-Flow in spreadsheet format using Microsoft Excel® software.



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The information in the Construction Cash-Flow shall be decomposed to at least the following level of detail:

- (i) Monthly projections for the remaining months of the current calendar year.
- (ii) Quarterly projections for the remaining contract duration.
- (iii) Construction Cash-Flow shall be provided for each building included in the scope of work under this agreement.
- (iv) Construction Cash-Flow shall indicate anticipated expenditures due to Change Orders.

(2) Submittal and approval of Baseline Construction Cash-Flow

Prior to mobilization to the Project Site, and no later than five (5) days after receipt of the Notice to Proceed the Contractor shall submit three (3) copies of the complete initial construction cash-flow ("Baseline Construction Cash-Flow"). Two (2) copies shall be submitted in hard copy (i.e., paper) form and one (1) copy in electronic media (Microsoft Excel®). The Baseline Construction Cash-Flow is subject to approval by the CHA per the terms of this Section 6. If requested by the CHA, the Contractor shall participate in a meeting to discuss, review and evaluate the proposed Baseline Construction Cash-Flow. Revisions necessary as a result of this review and evaluation shall be submitted for approval to the CHA and its designated Project Manager within fifteen (15) calendar days of such meeting. After approval by the CHA, the approved Baseline Construction Cash-Flow shall then become the schedule utilized by the Contractor pursuant to the terms of the Agreement. The Baseline Construction Cash-Flow will serve as the baseline against which all payments will be analyzed. CHA shall have the right to withhold payment to the Contractor (inclusive of both General Conditions Reimbursement and Fee) in the event that a Baseline Construction Cash-Flow has not been submitted to and approved by the CHA within thirty (30) days after the Notice of Award or prior to submittal of the first application for payment.

(3) Submittal and approval of Monthly Updates of the Construction Cash-Flow

Progress meetings to discuss progress of the Work and Payment shall include a monthly meeting at the Project Site, in which the Contractor shall describe the current status of the Work and any proposed revisions and adjustments to the Construction Cash-Flow for the CHA's review and approval. Not more than one (1) week after such meeting and in no event later than the fifth (5th) day of the month, the Contractor shall submit an updated Construction Cash-Flow reflecting actual construction progress, including a comparison to the Baseline Construction Cash-Flow and provide a report including, at a minimum, the following (the "Monthly Report"):

- (i) An electronic version of the updated Construction Cash-Flow, with status date being the last working day of the previous month, in electronic scheduling media (Microsoft Excel®).

- (4) The Contractor acknowledges and agrees that the requirements with respect to the Construction Cash-Flow in this Paragraph are in addition to the breakdown of the total contract price described in Paragraph 27.

- (f) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this Contract.

7. Site Investigation and Conditions Affecting the Work

8. Differing Site Conditions

9. Specifications and Drawings for Construction



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10. As-Built Drawings

11. Material and Workmanship

- (d) Any decision by the CHA as to equality of materials shall be final and not subject to arbitration or other manner of dispute resolution.
- (e) Unless this Contract specifies otherwise, the Contractor represents that the material, including any residual inventory and former government surplus property identified under the Other Than New Material, Residual Inventory, and Former Government Surplus Property clause of this Contract, are new or are not of such age or so deteriorated as to impair their usefulness or safety.
- (f) If the Contractor believes that furnishing Other Than New Material will be in the CHA's interest, the Contractor shall so notify the Contracting Officer in writing and request written authority to use such Material. The Contractor's written notice shall include the reasons for the request along with a proposal for any consideration, cost reductions, or credits due the CHA if the Contracting Officer authorizes the use of Other Than New Material.

12. Permits and Codes

13. Health, Safety and Accident Prevention

- (f) The Contractor expressly agrees to be solely responsible for the enforcement of all jobsite and project safety laws, rules, policies and programs applicable to its provision of the Work with respect to its officers, directors, employees, agents, representatives, invitees and subcontractors (collectively "Contractor's Personnel") and shall defend, indemnify, and hold harmless the CHA from all actions and claims brought by Contractor's Personnel as a result of the Contractor's accidental, willful, or negligent violation of said safety laws, rules, policies and programs and for actions or claims pursuant to injury or death sustained by Contractor's Personnel unless such injury or death was solely and exclusively caused by the CHA.
- (g) The CHA specifically disclaims any authority or responsibility for general Work Site safety and safety of persons other than CHA employees.
- (h) The Contractor shall maintain at its expense such barricades and temporary fencing and security guard services as are necessary to protect CHA residents, CHA employees and the general public, as well as the Work Site from unauthorized intrusion, vandalism and other criminal activity during the course of the Work. Such security measures shall not include hazardous activities, the use of guard dogs or electrified fences. Such security measures implemented by the Contractor shall remain in force until the Work is accepted by the CHA, and the CHA directs in writing that such security measures are no longer required and may be removed.
- (i) The Contractor shall provide and maintain Work environments, programs and procedures, which shall accomplish the following:
 - (1) Safeguard the Contractor's Personnel, CHA residents, the public, and the CHA's personnel, property, materials, supplies, and equipment exposed to the Contractor's operations and activities;
 - (2) Avoid interruptions of government operations and delays in Project completion dates; and
 - (3) Control costs in the performance of this Contract.
- (j) If this Contract is for construction or dismantling, demolition, or removal of improvements, the Contractor shall do the following:
 - (1) Provide appropriate safety barricades, signs, and signal lights at the Work Site;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR 1910; and



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- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (k) If this Contract is for construction or dismantling, demolition or removal of CHA improvements, the Contractor shall comply with all safety, health and environmental provisions governing the Work Site, including, but not limited to, OSHA, EPA, DOT, State of Illinois, and City of Chicago regulations, statutes, and standards.
- (l) Whenever the Contracting Officer or its representative becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public, CHA residents, or CHA personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the Work Site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any extension of the Work Schedule as a result of any Stop Work order issued under this clause. In the event of a Stop Work Order issued under this clause, the Contractor shall be responsible for all damages to or claims made against the CHA and/or any of the Contractor's or the CHA's subcontractors as a result of time delay, loss of materials, material price increases, and/or loss of productivity.
- (m) If the Contract will involve (1) work of a long duration or hazardous nature, or (2) performance at a CHA facility that, on the advice of technical representatives, involves hazardous material or operations that might endanger the safety of the public, CHA residents, and/or CHA's personnel or property, before commencing the Work, the Contractor shall:
- (1) Submit a written proposed plan for implementing the requirements of this Paragraph 13(m) that shall include an analysis of the significant hazards to life, limb, and property inherent in the performance of the work and a plan for controlling these hazards; and
- (2) Meet with the Contracting Officer or his or her representative(s) to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (n) The Contractor shall flow down the provisions of this Section 13 titled "Health, Safety and Accident Prevention" to its subcontractors at every tier.

14. Temporary Heating

15. Availability and Use of Utility Services

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (l) The Contractor shall at all times keep the Work Site free from accumulation of waste material and rubbish. At the completion of the Work, the Contractor shall remove all accumulation of waste material and rubbish as well as all its tools, construction equipment, and surplus materials from the Work Site.

If the Contractor fails to keep the Work Site clean either during the course of the Work or fails at the completion of the Work to remove all waste materials, rubbish, tools, construction equipment and surplus materials from the Work Site, the CHA may do so upon written notification to the Contractor. The cost of such cleanup or removal operations to the CHA shall be charged to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (c) The Contractor must designate an area to serve the posting requirements of this Contract and the statutory requirements of the State of Illinois and the Federal government. A board (4' x 8') must be in plain view in a well-trafficked area at each Work Site. On this board shall be posted Equal Employment Opportunity, Occupational Health and Safety Administration, Workers' Compensation, and Davis-Bacon Wage information in compliance with the Conditions of this Contract.

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- (d) If the Project is over Five Hundred Thousand Dollars (\$500,000.00), the Contractor shall furnish and maintain during construction of the Project, a Project Office at the Work Site (the "Project Office") to be designated by the CHA, for use of the CHA, its consultants, or Architect, as follows:
- (1) The Project Office shall include office space of approximately 12' x 12' with light, heat, cold water, toilet facilities, janitor's service, telephone, sufficient internet access for CHA personnel (i.e. the Project Manager and Field Manager), plan tables and plan racks, a desk chair and one (1) file cabinet with a minimum of four (4) drawers. The Contractor may, at its option, furnish a Project Office trailer that specifically has been designed for the purpose. The trailer, if used, shall be subject to approval by the CHA.
 - (2) The Contractor and its subcontractors may maintain such Project Office and storage facilities on the Work Site as may be necessary for the proper performance of the Work. The Project Office shall be located so as to cause no interference with any Work to be performed on the Work Site. The Contractor shall consult the Architect with regard to the location of the Project Office.
 - (3) Upon completion of the Project, or as directed by the CHA, the Contractor shall remove the Project Office, and all temporary structures and facilities from the Work Site, including all property belonging to the Contractor, and leave the Work Site in the condition required by the CHA or Architect. If the Contractor fails to do so, the CHA may remove such structures and materials upon written notice to the Contractor and shall deduct all related costs of so doing from the Contractor's final payment.
- (b) Use of Class I Ozone-Depleting Substances:
- (1) In accordance with Section 326 of Public Law 102-484, the CHA is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I Ozone-Depleting Substance (ODS) identified in Section 602(a) of the Clean Air Act, [42 U.S.C. 767(a)], or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by an acquisition official who determines that there is no suitable substitute available.
 - (2) To comply with this statute, the CHA has conducted a best efforts screening of the specifications and standards associated with this Contract to determine whether any ODS requirements are included. To the extent that ODS requirements were revealed by this review, they are identified below with the disposition determined in each case:
- | | |
|------------------------|-------|
| ODS IDENTIFIED | _____ |
| SPECIFICATION/STANDARD | _____ |
| DISPOSITION | _____ |
- (3) If this Contract requires use of ODS, the Contractor shall perform as stated in the "disposition" column above. However, to the extent that the specifications or standards require the use of ODS or the possibility of such use, the Contractor shall give a preference to non-ODS alternatives.
 - (4) If the Contractor possesses any special knowledge about any other ODS required directly or indirectly at any level of Work performance, the Contractor shall notify the CHA and identify such substances at the earliest possible time. The Contractor shall provide any information it may have regarding the requirement of ODS as soon as possible after release of the Specifications for Bid and prior to the Contractor's submission of its bid to the extent practicable.
- (e) The Contractor shall flow down the provisions of this Section 18 titled "Clean Air and Water" to its subcontractors at every tier.



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18. Clean Air and Water

19. Energy Efficiency

20. Inspection and Acceptance of Construction

- (k) The Contractor shall be responsible for all materials delivered, loss of, or damage to the Work, furnishing utilities to the Work Site and maintenance of the Work, and all Work performed until completion and written acceptance of the entire Work, except for any partially completed unit of Work that has been accepted in writing under the Contract. Acceptance will occur after a completion of all bid items, a successful final inspection of the Work, Certification by the Architect that the Work is complete, and written acceptance by the CHA.

21. Use and Possession Prior to Completion

22. Warranty of Title

23. Warranty of Construction

24. Prohibition Against Liens

It is expressly agreed that the Contractor shall execute a release of liens, stop notices and claims as shown at Exhibit A ("Release and Waiver of Liens, Stop Notices, and Claims") prior to final payment. If the Contractor has contracted with subcontractors, the Contractor shall provide a Release and Waiver of Liens, Stop Notices and Claims in substantially the same format as Exhibit A from each subcontractor and materialman supplying goods and services, in addition to its own Release and Waiver of Liens, Stop Notices, and Claims.

25. Contract Period

The Contractor shall commence Work under this Contract on a date specified in the written Notice to Proceed, to be issued by the CHA. The Contract Period (e.g., "term") of this Contract is determined by the commencement date in the Notice to Proceed and the completion Work Schedules per building as listed in Section I.B ("Critical Path Method Summary Project Schedule") of the Specifications for Bid.

26. Order of Precedence

The Paragraph Heading of Paragraph 26 is amended to read as follows:

26. Order of Precedence

- (a) Notwithstanding anything to the contrary set forth in the General Conditions, the order of precedence and controlling documents of this Contract are:
- (1) Written Modification Amendment Change Orders to Contract.
 - (2) All Bid Form pages of the Contractor's Bid Proposal pursuant to the CHA's Specification for Bid relevant to the Work
 - (3) Special Conditions of the Contract for Construction
 - (4) General Conditions for Construction Contracts – Public Housing Programs (form HUD-5370)
 - (5) Instructions to Bidders (form HUD-5369)
 - (6) Technical Specifications and
 - (7) Drawings of the Contract
 - (8) Contractor's completed Certifications, Representations, and Other Statements of Bidders (form HUD-5369-A)
- (b) In the event the Contractor identifies any discrepancies, incorrect statements, omissions, errors, ambiguities, or contradictions among the above-referenced documents, it shall notify the CHA in writing, immediately upon such identification. Such notification shall include a complete description of the issue and the document(s) involved. The Contractor shall also identify a timeframe in which the issue must be resolved in order to avoid any delays to the Critical Path

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schedule. The CHA and the Contractor will bilaterally negotiate any necessary changes to these documents, directives, or statements to resolve the discrepancies, incorrect statements, omissions, errors, ambiguities, or contradictions and any additional time required to complete a Critical Path task. The resolution shall be made a part of the Contract by bilateral change order or amendment. In the event the CHA and the Contractor cannot come to agreement, the CHA shall issue a unilateral change order making its resolution part of the Contract and any claim or dispute shall be resolved pursuant to the Section 31 titled "Disputes." The CHA assumes responsibility for drafting the Contract, proper identification of the Project, completeness of the Scope of Work, and the statement of Work as required by Federal Law in its role as the drafting party.

The Contractor shall flow down the provisions of this Section 26 titled "Order of Precedence" to its subcontractors at every tier.

27. Payments

- (c) The "breakdown of the total contract price, described in Paragraph 27(c) may also be referred to herein as the "Schedule of Amounts."
- (d) The following sentence shall be included after the third sentence of Paragraph 7(d): Obtaining the concurrence of the Architect shall be the responsibility of the Contractor.
- (i) Paragraph 27(j) shall be amended to include the following: The Contracting Officer may require original, current partial or final lien waivers from the Contractor's subcontractors at any tier, and material suppliers; and may require those partial or final lien waivers to correspond to the progress payment request being submitted to the CHA for payment.
- (k) The first sentence of Paragraph 27(k) is amended to read as follows: Unless required by Federal, State or local law, the PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers.
- (l) Notwithstanding the provisions of Section 27 of the General Conditions, upon completion of the Project, or where there are prescribed Work phases, upon completion of each phase, or on thirty (30) day intervals to be determined at the pre-construction meeting, whichever is less, the Contractor and a CHA representative shall conduct a walk-through inspection to certify that the Work has been performed satisfactorily. The Contractor may submit a progress payment request only for the Work certified by the CHA as having been completed satisfactorily. The CHA will use its most reasonable efforts to tender payment, less proper retention per the General Conditions, on all CHA approved progress payment requests received pursuant to the payment terms and General Conditions, Sections 6 and 27, as soon as possible thereafter. The retained amount will be remitted in accordance with Section 27 of the General Conditions.
- (m) The CHA may verify the progress payment requests for accuracy, reasonableness, accountability and allowance. In the event the CHA determines that an item or part of a progress payment request improper and will not be paid as requested, the CHA will annotate or ("blue line") that item or part so that the Contractor can provide further support or explanation, or can resubmit that payment request in proper form. The corrected progress payment item will be reconsidered with the next progress payment request. All items and portions of a progress payment request that are not blue-lined will be paid, provided that all other provisions of this Contract addressing payment are satisfied.
- (n) The Contracting Officer 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 (i.e., "set-off rights") with the same 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. To secure such payments, the Contractor is required to provide an Illinois Miller Act payment bond to the CHA in an amount equal to one-half of the value of the Contract.



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In the event the Contractor fails to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Work Site the Contracting Officer 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.

Notwithstanding the above provision, the CHA shall not be obligated to make any payment to the Contractor unless the Contractor has fully complied with all of the Contract provisions including, but not limited to the following:

- (1) The Contractor has provided and paid for an acceptable Performance Bond and acceptable Miller Act Payment Bond in the total amount of one hundred percent (100%) of the Contract (see Section VI.D., Performance and Payment Bond).
- (2) The Contractor performs the Work pursuant to the Work Schedule approved per the terms of the Contract.
- (3) The Contractor's minimum rates of pay have been and are in conformance with those promulgated pursuant to the Davis-Bacon Act (40 USC 276a *et. seq.*) as determined and readjusted periodically by the U.S. Department of Labor's General Wage Decisions.
- (4) The Contractor carries the insurance specified in Section 36 of these Special Conditions without interruption or breaks in coverage.
- (5) The Contractor has submitted to the CHA proper bond and insurance certificates in a timely fashion as required and specified in Section 36 of these Special Conditions.
- (6) The Contractor has submitted proper payroll and related reports in a timely fashion as required and specified in Section 46 of these Special Conditions.
- (7) The Contractor makes timely submission of acceptable initial Work Schedules, acceptable Work Schedule updates simultaneous with the progress payment requests, and an acceptable "as-built" Work Schedule simultaneous with the final payment request.
- (8) The Contractor has complied with the MBE/WBE/DBE Utilization Plan and the Section 3 Utilization Plan.
 - (i) With respect to the MBE/WBE/DBE Utilization Plan, the Contracting Officer may withhold from the Contractor for each one percent (or fraction thereof) of shortfall toward the MBE/WBE goal, one percent of the base bid for this Contract. Any deductions from the Contractor's payments resulting from the Contractor's MBE/WBE/DBE non-compliance shall not waive any of the CHA's rights to pursue any other remedies available in law or in equity.
- (o) The CHA reserves the right to issue payments pursuant to this Paragraph through an escrow established by the CHA.
- (p) The Contractor acknowledges and agrees that the requirements with respect to the Construction Cash-Flow in Paragraph 6 are in addition to the breakdown of the total contract price described in this Paragraph.

28. Contract Modifications

29. Changes

30. Suspension of Work

The Paragraph Heading of Paragraph 30 is amended to read as follows:

30. Suspension of Work, Delays, and Stop Work Orders

(d) Suspension of Work

- (1) Notwithstanding the requirements set forth in Paragraphs 20(a), (b) and (c), if the performance of all or any part of the work is, for any unreasonable period of time, suspended or interrupted by the Contracting Officer for the convenience of the CHA, the Contractor may request in writing, which request must be delivered to the CHA, within 30

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days of resumption of work, an adjustment to the contract price for the increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension or interruption.

(e) Delays

- (1)** The Contractor agrees that it shall make no claims against the CHA for damages, charges, interest, additional costs, direct or indirect, consequential damages or fees incurred as a result of reasonable suspension of work, or as a result of any delays, disruptions, or disturbances, caused by or arising from actions of CHA employees, its agents, contractors and consultants. The Contractor's sole and exclusive remedy for such occurrences is an extension of time equal to the duration of the suspension, delay, disruption, or disturbance, to allow the Contractor to perform.
- (2)** Extension of the Contract time shall be allowed because of "excusable delays" due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, to include without limitation:
 - (i)** "Force Majeure"
 - (ii)** Acts of God
 - (iii)** Acts of the public enemy
 - (iv)** Act of the CHA without concurrent delay by the Contractor
 - (v)** Acts of another Contractor in the performance of a contract with the CHA
 - (vi)** Fires not caused by the Contractor
 - (vii)** Floods not caused by the Contractor
 - (viii)** Epidemics
 - (ix)** Quarantine restrictions
 - (x)** Strikes not caused by the Contractor
 - (xi)** Freight embargoes
 - (xii)** Unusually severe weather
 - (xiii)** Delays to the subcontractors due to the foregoing cases

However, any delay caused by the Contractor's failure to secure labor or to secure materials, supplies, tools, equipment, or any other items required by the Contractor for the performance of the work, resulting from anything other than a force majeure, shall not justify an extension of the Contract time. In any event, as a condition precedent to be entitled to an extension of time, it is the obligation of the Contractor to request an extension of time within 10 days of when the Contractor knew or should have known about the event giving rise to the delay.

With respect to "excusable delays", the CHA shall ascertain and find the facts and extent of the delay and may extend the Contract time for the reasons stated above only. Its decision shall be final and conclusive on the parties and shall not be subject to the Disputes provision in Section 31 of these Special Conditions.

(3) Time-Extensions

- (i)** Notwithstanding any other provisions of this Contract, it is mutually understood that time extensions shall depend upon the extent, if any, by which the changes delay various elements of construction. The change order granting the time extension may provide that the Contract completion date shall be extended only for specific activities delayed and that the durations for all other activities shall not be altered; and, may further provide for an equitable adjustment of liquidated damages per an updated Work Schedule.



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- (ii) It is expressly agreed that time extensions shall only be granted for delays to activities on the Critical Path of the Work Schedule, and that time extension requests must be supported by a Special Delay Report and an update of the Work Schedule as defined in Section 6(a)(4)(i).
- (iii) Immediately upon becoming aware of any event or difficulties that might delay performance of the Work under this Contract, the Contractor shall notify the CHA in writing. The notification must identify the event or difficulties, the reason for the event or difficulties, and the estimated period of the delay anticipated. Such notice must be submitted to the CHA within ten (10) days after Contractor first became aware of potential or actual delay, event, or difficulty. Failure to give timely notice shall preclude later consideration of any request for an extension of the Term.
- (4) If the Contractor is at fault, in whole or part, for the delay of its performance of the Work or the delay is due to events caused by the Contractor's employees, suppliers, vendors, materialmen, or subcontractors, then the Contractor shall not be entitled to any additional time to complete the project.
- (f) **Stop Work Orders**
 - (1) The Contracting Officer may, at any time, by written order to the Contractor ("Stop Work Order"), require the Contractor and its subcontractors to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after a Stop-Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Order shall be specifically identified as a Stop-Work Order under this Section 30. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage.
 - (2) Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - (i) Cancel the Stop-Work Order; or
 - (ii) Terminate the Work covered by the Stop Work Order as provided in the Default or the Termination for Convenience provisions of this Contract.
 - (3) If a Stop Work Order issued under this Section 30 is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. In the event that the Stop Work Order was issued for reasons other than the Contractor's or any subcontractor's failure to comply with all terms and conditions of this contract, the Contracting Officer may make an equitable adjustment in the Work Schedule or Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop-Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of the Work; and
 - (ii) The Contractor asserts its right to the adjustment in writing, addressed to the Contracting Officer, within ten (10) days after the end of the period of Work stoppage;
 - (4) If a Stop Work Order is not cancelled and the Work covered by the Stop Work Order is terminated for the convenience of the CHA, the Contracting Officer shall allow reasonable costs resulting from the Stop Work Order pursuant to the Termination for Convenience provisions in Paragraph 34 of the contract.
 - (5) The Contractor shall flow down the provisions of this Section 30 titled "Suspension of Work, Delays, and Stop Work Orders" to its subcontractors at every tier.

31. Disputes



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- (g) It is expressly agreed by the Contractor that in no event shall it be entitled to bring any legal action or claim pursuant to this Contract or any amendment thereto upon the passing of one (1) calendar year after the termination of this Contract, or the Final Completion of the Project, whichever shall occur earliest, notwithstanding any other provision at law or under this Contract.
- (h) This Contract shall not create any rights or benefits to parties other than the CHA and the Contractor, except such other rights as may be specifically called for herein.
- (i) The Contractor shall flow down the provisions of this Section 31 titled "Disputes" to its subcontractors at every tier.

32. Default

- (d) The CHA may, upon delivery of written notice to the Contractor, without prejudice of any other rights or remedies of the CHA, terminate the Contractor's right to proceed with the Work for default, if one (1) or more of the following material defaulting events occur, including, but not limited to:
 - (1) The Contractor fails to execute, deliver and/or furnish the bond and insurance certificates required and specified within ten (10) business days after notification of Contract award.
 - (2) The Contractor files for, or is forced by creditors into a suit for, bankruptcy or any other action in insolvency.
 - (3) The Contractor fails to maintain continuous insurance coverage as required in Section 36, such failure to include lapses in coverage of one (1) day or more.
 - (4) The Contractor makes a general assignment for the benefit of its creditors.
 - (5) A receiver is appointed for the Contractor on account of its insolvency.
 - (6) The Contractor violates any provision of the Contract documents, as the term is defined in the Contract.
 - (7) The Contractor fails to maintain and renew bonds required in this Contract.
 - (8) The Contractor fails to pay any of its subcontractors or suppliers within ten (10) days after receipt of payment from the CHA to the Contractor.
 - (9) The Contractor suspends diligent prosecution of the Work or abandons the Work for ten (10) or more days.
 - (10) The Contractor does not prevent the imposition of liens impacting the Project.
 - (11) The Contractor makes any material misrepresentation of the Representations and Certifications to this Contract, whether intentional or not.
 - (12) A loss time injury or death occurs in which an OSHA penalty is assessed.
 - (13) The Contractor materially breaches its performance of the Contract.
 - (14) The Contractor fails to complete the Work in accordance with the Work Schedule.
 - (15) Kickbacks of employee wages, subcontractor or vendor payments, or any other payment to the Contractor or subcontractor, or its respective principals, superintendents, or foremen occur.
 - (16) The Contractor or its subcontractors fail to pay Davis-Bacon wages, inaccurately certify payrolls, or miscategorize an employee's job classification.
 - (17) The Contractor is terminated for default on any other CHA or City of Chicago contract.
 - (18) The Contractor is debarred from any other Federal, State of Illinois, or City of Chicago procurement activity or contract during the term of this Contract.
 - (19) The Contractor or any of its principals owning more than five (5%) percent of the Contractor is charged with or arrested for criminal conduct for which there may be a felony conviction.



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- (20) The Contractor fails to obtain in a timely manner, maintain, continuously renew, or lacks any license, permit or registration required by the City of Chicago or State of Illinois.
 - (21) The Contractor fails to maintain a "drug-free" Work Site.
 - (22) The Contractor fails to provide accurate and timely Critical Path Method Work Schedules and updates.
 - (23) The Contractor fails to maintain levels of employment and use of MBE/WBE/DBE and other preference categories of employees, subcontractors and vendors as prescribed at law or as agreed to in this Contract.
- (e) In the event the CHA delivers such notice of termination for default, the Contractor will have ten (10) days to remedy (e.g., "cure") the defaulting event to the satisfaction of the Contracting Officer. The Contracting Officer's determination shall be final.
 - (f) In the event the CHA's decision to terminate this Contract for default is found to be wrongful, the termination for default shall become a termination for convenience and the Contractor's exclusive remedy shall be those provided in Section 34.
 - (g) In the event of such termination for default, the CHA may take over the performance of the Contract and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable for any excess cost occasioned to the CHA, in addition to liquidated damages under Section 33 that have accrued or may, or will accrue for failure to meet turnover requirements or complete the project on time as required by the Contract and the Work Schedule. In any such case, the CHA may take possession of and use any of the Contractor's materials, appliances, equipment and/or plant as is on the Work Site, as may be necessary to properly complete the Work and Project, if it is determined that not so doing will cause delay in completion of the performance thereof, whether or not for reasons beyond the control of the Contractor or any subcontractor, which is detrimental to the interests of the CHA.
 - (h) In the event the Contractor's surety is required to complete the Work, it is specifically agreed that the Contractor shall not be allowed to complete or subcontract to complete the Work through the surety.
 - (i) If the Contractor is terminated for default, it shall be debarred from performing any other contracts for the CHA for a period of not less than three (3) years from the date of such termination.
 - (j) In the event of termination for default, the Contractor shall be liable to the CHA for any and all damages sustained by the CHA as result of the Contractor's default.
 - (k) The foregoing provisions are in addition to, and not in limitation of, the rights of the CHA under any of the provisions of the Contract, at law or in equity.
 - (l) The Contractor shall flow down the provisions of this Section 32 titled "Default" to its subcontractors at every tier.

33. Liquidated Damages

- (d) Notwithstanding any other provision of Section 33 of the General Conditions, the Contractor agrees to complete the Work within the Work Schedule and to complete each task on the critical path of the Work Schedule, and acknowledges that time is of the essence. The parties hereby acknowledge and agree that actual damages for any delay in completion of the Work are difficult to determine and prove, the Contractor and its sureties agree to pay the CHA as fair and reasonable damages for failure to meet turnover requirements as set forth in the contract documents and Work Schedule, the sum of \$1,800 per day for failure to meet the Project Final Completion Date deadline(s) in the contract. Said liquidated damages shall continue to accrue as reasonable damages until the units are turned over and/or the final completion occurs.
- (e) Liquidated damages shall be assessed at each interval that the Contractor submits a request for payment pursuant to paragraph 27. With each such payment request, the Contractor shall certify that applicable turnover requirements have been achieved. If turnover requirement have

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not been achieved, the CHA shall be entitled to deduct from the progress payment the amount of liquidated damages determined herein.

34. Termination for Convenience

- (e) The CHA may, without prejudice of any other rights or remedies of the CHA, terminate the Contractor's right to proceed with the Work for convenience, if, including, but not limited to:
- (1) A defaulting event occurs.
 - (2) The Contractor is terminated for default on any other CHA or City of Chicago contract.
 - (3) The Contractor is debarred from any other Federal, State of Illinois, or City of Chicago procurement activity or contract during the term of this Contract.
 - (4) The Contractor or any of its principals owning more than five (5%) percent of the Contractor is charged with or arrested for criminal conduct for which there may be a felony conviction.
 - (5) The Contractor fails to obtain in a timely manner, maintain, continuously renew, or lacks any license, permit or registration required by the City of Chicago or State of Illinois.
 - (6) A strike, which was not provoked by the Contractor or its subcontractors, gang warfare, civil insurrection, or riot, causes the Work to be suspended in whole or significant part for ten (10) days or more.
 - (7) The Contractor fails to maintain a "drug-free" Work Site.
 - (8) The Contractor fails to provide accurate and timely Critical Path Method Work Schedules and updates.
 - (9) The Contractor fails to maintain levels of employment and use of MBE/WBE/DBE and other preference categories of employees, subcontractors and vendors as prescribed at law or as agreed to in this Contract.
- (f) It is the CHA's exclusive right to determine use of the termination for default or termination for convenience provisions of this Contract.
- (g) In the event of termination for convenience, the Contractor shall be entitled to the following amounts as a final payment under the contract:
- (1) costs of work completed and accepted by the CHA;
 - (2) costs of non-defective materials and supplies delivered to the Project sites and accepted by the CHA; and
 - (3) the reasonable cost of termination and settlement of subcontracts.
- The CHA shall be entitled to deduct from this final payment any amounts prepaid to the Contractor and unused at the time of termination; liquidated damages, if any, and any claims for damages against the Contractor.
- (h) The Contractor shall flow down the provisions of this Section 34 titled "Termination for Convenience" to subcontractors at every tier.

35. Assignment of Contract

36. Insurance

- (d) In addition to the insurance required pursuant to Section 36 of the General Conditions and subject to all other provisions of that Section, the Contractor (or if a joint venture, each joint venturer) shall comply with the following provisions:

The Contractor agrees to procure and maintain at all times during the term of this Contract the types of insurance specified below in order to protect the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors,

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invitees and visitors, from the negligent acts, omissions and errors of the Contractor directors, officials, sub-contractors, joint venture partners, agents, or employees. The carriers used by the Contractor must be authorized to conduct business in the State of Illinois. Each carrier shall have an A. M. BEST rating of not less than an A except where noted.

Each such policy obtained by the Contractor shall provide that the insurer shall investigate and defend any suit against the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors, even if such suit is frivolous or fraudulent. Such insurance shall, in the event of a conflict of interest, provide the CHA the right to engage its own attorney for the purpose of investigating and defending any legal action against the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors and the Contractor shall indemnify the CHA for costs and expenses, including reasonable attorneys' fees arising out of or incurred in the investigation and defense of such action. Coverage to the CHA as an endorsed additional insured on any of the Contractor's insurance coverages shall not be subject to any deductible. Should the CHA not be endorsed as an additional insured on any such policy then the additional and named insureds and the insurance carrier on said insurance shall grant the CHA a waiver of subrogation with respect to any claims made pursuant to the coverage. Claims between insureds will not void coverage, but nothing herein shall operate to increase the limits of liability of the policies.

(e) Required Insurance Coverages

- (1) Worker's Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
- (2) Commercial General Liability Insurance shall be provided in an amount of not less than One Million Dollars (\$1,000,000) per occurrence with a Per Project Aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). Commercial General Liability Insurance is to be written on an occurrence form (Primary) in the amounts required. In addition to the stipulations outlined above, the Commercial General Liability coverage shall include coverage for Contractual Liability, Products-Completed Operations, Personal and Advertising Injury and shall cover injury to the Contractor's officers, employees, agents, subcontractors, invitees, and guests and their personal property. 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.
- (3) Automobile Liability Insurance shall be provided when any motor vehicles (owned, non-owned and/or hired) are used in connection with the Work with limits of not less than One Million Dollars (\$1,000,000) per occurrence, for bodily injury and property damage. The Authority 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.
- (4) Professional Liability (e.g., Errors & Omissions Coverage) shall be provided when any architects, engineers, construction managers, property managers or other professional consultants perform any of the Work describe in this Contract. Professional Liability coverage shall cover negligent acts and errors or omissions with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period (i.e., "tail coverage") of two (2) years.

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- (5) Builders Risk shall be provided through an All Risk Builders Risk policy covering improvements, betterments, and/or repairs, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. Coverage should include, but not be limited to, faulty workmanship or materials. These terms are in addition to those at Paragraph 36(b) of the General Conditions.
- (6) Contractor's Pollution Liability shall be provided when the Scope of Work of the Contract covers working with or around hazardous materials. The Contractor's Pollution Liability policy shall be written on an occurrence basis (claims 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 Three Million Dollars (\$3,000,000) 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.
- (7) Lead/Asbestos Abatement Liability. When any lead and/or asbestos abatement work is performed in connection with the contract, Lead/Asbestos Abatement Liability Insurance shall be provided with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence insuring bodily injury, property damage and Environmental clean-up. The CHA is to be endorsed as an additional insured on the Policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA. When claims made policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Contract. A Claims-made policy which is not renewed or replaced must have extended reporting period of two (2) years.
- (8) Mold Remediation Liability. When any mold remediation work is performed in connection with the contract, Mold Remediation Liability Insurance shall be provided with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence insuring bodily injury, property damage and Environmental clean-up. The CHA is to be endorsed as an additional insured on the Policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA. When claims made policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Contract. A Claims-made policy which is not renewed or replaced must have extended reporting period of two (2) years.
- (9) Railroad Protective Liability Insurance. When, in connection with any work that is to be done adjacent to or on property owned by a railroad or public transit entity, the Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations the Contractor or any subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limits, and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.
- (10) Umbrella coverage is to follow the form of all primary coverage requirements as outlined above in the amount of not less than Five Million Dollars (\$5,000,000) in excess of all other coverages required.
- (f) **Certificates of Insurance**

Prior to the issuing of the Notice to Proceed by the CHA, the Contractor and its subcontractors

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shall furnish the CHA with Certificates of Insurance or other satisfactory evidence (subject to approval of the CHA) that the Contractor and its subcontractors have the insurance coverage set forth above. An ACORD form, properly completed, is such a certificate of insurance and is adequate proof of insurance. The CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors shall be endorsed as additional insureds on all of the Contractor's required insurance coverages, with the exception of Professional Liability and Workers' Compensation, and shall be properly and accurately shown on the Contractor's Certificate of Insurance. Such insurance shall be endorsed as primary and non-contributory with any other insurance available to the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors. The CHA shall be named as loss payee.

(g) Renewal Certificates of Insurance

Said policies shall not be canceled or permitted to lapse until final completion and approval of the performance of the Contract, and shall contain a provision that the policy shall not be canceled or changed until thirty (30) days after the CHA has received written notice, by certified or registered mailed, that the cancellation or change of such policy is contemplated. Renewal certificates of insurance, requested endorsements, or such similar evidence must be received, via an email to the CHA Procurement Specialist or certs@thecha.org, preferably in a Readable PDF format, thirty (30) calendar days prior to expiration of insurance coverage, received at least annually, and must restate the effective value of the coverage provided. The receipt of any certificate does not constitute agreement by the CHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Contract. 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 Contractor expressly agrees that the CHA may communicate directly with Contractor's insurance broker or carrier to obtain renewal certificates; nonetheless, this provision does not relieve the Contractor of the duty to provide the CHA with timely renewal certificates.

At the CHA's option, non-compliance shall result in one or more of the following actions:

- (1) The CHA shall purchase insurance on behalf of the Contractor and shall charge back all costs, to include administrative and insurance costs, to the Contractor;
- (2) The CHA may communicate directly with the broker or carrier to determine an explanation for the noncompliance;
- (3) The Contractor shall be immediately removed from CHA property and the Contract revoked; and/or
- (4) All payments due to the Contractor shall be held until the Contractor has complied with the insurance provisions of this Contract.

(h) Claims Made Policies and Tail Coverage

If any of the required insurance is written on a "claims made" as opposed to an "occurrence" basis, the retroactive date shall be prior to or coincident with the date of the Contract, and the Certificate of Insurance shall state that the coverage is "claims made" and also the retroactive date. A "claims made" policy that is not renewed or replaced must have an extended reporting period of two (2) years for continuous coverage following expiration or earlier termination of this Contract (i.e., tail coverage). Tail coverage premiums shall be paid by the Contractor. The Contractor shall provide to the Owner, annually, a certified copy of the insurance policies or a certificate of insurance obtained pursuant to the requirement for tail coverage.



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- (i) It is agreed that the Contractor shall provide a thirty (30) day notice in the event of the occurrence of any of the following conditions:

- (1) Aggregate erosion of coverage in advance of the retroactive date;
- (2) Cancellation of the policy; and/or
- (3) Non-renewal of the policy.

- (j) Subcontractor's Insurance.

Except for the insurance coverage required in Section 36(e)(10) above, the Contractor shall require all subcontractors to carry the insurance required herein or the Contractor may provide the coverage for any or all of its subcontractors. Evidence of such insurance shall be submitted to the CHA prior to the commencement of any Work under this Contract. Subcontractor's insurance shall comply with the same requirements and conditions as outlined in this Section titled "Insurance" and Section 36 of the General Conditions. The Contractor shall flow down the provisions of this Section 36 titled "Insurance" to subcontractors at every tier.

- (k) CHA Insurance

The Contractor 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 Contractor under this Contract.

- (l) Limitation of Liability

It is expressly agreed that the insurance coverage required per this Contract do not act as limitations of liability of the Contractor, its joint venturers, parent companies or subcontractors.

- (m) Lapses in Coverage

In addition to any other provisions of this Contract or at law, the Contractor may immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further the Work, or be terminated for cause from this Contract for any lapse in coverage or material change in coverage pursuant to the requirements of this Section 36, failure to furnish the CHA with a timely certificate or renewal of certificate, or making an incorrect or a false representation with regard to provision of the insurance specified herein.

37. Subcontracts

- (f) All subcontractors utilized by the Contractor and not so identified at the time of bid or offer submission, must receive prior approval in writing by the Contracting Officer, prior to utilization for any subcontract on this Contract.
- (g) The Contractor shall submit to the CHA a true and original copy of each subcontract, including subcontracts at any tier, it executes for any portion of the Work within ten (10) days of execution of the subcontract and submit to the CHA within ten (10) days any amendment, modification, or change thereto.
- (h) The Contractor shall comply with all applicable laws, regulations, policies and procedures of the CHA in the procurement of lower-tier subcontractors.
- (i) The Contractor shall incorporate the flowdown requirements of this Contract into all of its lower-tier subcontracts. Said contract provisions in all subcontracts will be appropriately drafted to reflect

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the proper relationship among the CHA, the Contractor and the lower-tier subcontractor with regard to the lower-tier subcontract.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms

(f) To the greatest extent feasible and in compliance with all CHA policies, subcontracts shall be let to minority subcontractors, particularly those that are located in or owned in substantial part by persons residing in the area of the Project.

(g) Each bidder (and Contractor) must complete and submit the following forms:

(1) Schedule A – Affidavit of MBE/WBE/DBE Utilization Plan

A non-MBE/WBE/DBE bidder/proposer (and Contractor) must submit, as part of the overall MBE/WBE/DBE Participation Proposal on or before the time set for that proposal, a Schedule A which commits it to the utilization of each listed MBE/WBE/DBE subcontractor or vendor in the direct or indirect performance of Work.

(2) Schedule C - Letter of Intent: MBE/WBE/DBE and Section 3 Sub-Contractors, Suppliers, and Consultants

A non-MBE/WBE/DBE bidder/proposer (and Contractor) shall commit to the expenditure of a specific dollar amount of participation by each listed MBE/WBE/DBE subcontractor or vendor. The total dollar commitment to proposed MBE/WBE/DBEs must at least equal the required Contract participation goal shown as follows:

<u>Contract Amount</u>	<u>MBE/WBE/DBE Percentage</u>
\$ 25,000 - \$ 200,000	25%
\$200,001 - \$ 500,000	30%
\$500,001 - \$1,000,000	35%
Over - \$1,000,000	40%

(3) The CHA shall deem a bid as non-responsive in its entirety by reason of the determination that a bidder/proposer's MBE/WBE/DBE Participation Proposal and Schedules A and B contain an insufficient level of MBE/WBE/DBE participation; or, the MBE/WBE/DBE subcontractors or vendors are not in compliance with certification requirements under the law.

(4) The Contractor shall, within five (5) business days of receiving the Contract or prior to any Work being performed, execute formal Contracts or purchase orders with the MBE/WBE/DBE subcontractors or vendors included in its MBE/WBE/DBE Participation Proposal and Schedules A and B. These written agreements shall be forwarded to the Contract Compliance Section, 60 East Van Buren St., 13th Fl., Chicago, IL 60605.

39. Equal Employment Opportunity

(k) In addition to the requirements contained in the HUD General Conditions for Construction Contracts (HUD Form 5370, the Contract or shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit. 44 section 750 Appendix A as follows:

ILLINOIS EQUAL OPPORTUNITY CLAUSE

TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY MANAGEMENT

SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES

CHAPTER X: Department of Human Rights

PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES