



INVITATION FOR BID ("IFB")

TO BE EXECUTED IN DUPLICATE

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

IFB EVENT NO. 1994

CONGRESS PARKWAY – MODERNIZATION

3640 W. Congress Parkway, 3650 W. Congress Parkway and 3647 W. 5th Avenue

Eugene Jones

CEO

Chicago Housing Authority

Department of Procurement and Contracts

60 East Van Buren Street, 13th Floor

Chicago, Illinois 60605

www.thecha.org

RELEASE DATE: Friday, February 3, 2017

BID OPEN DATE AND TIME: Monday, February 27, 2017 at 10:30 AM (local time)

General Contractor: ALL CHICAGO INC

Contact Name: NAEEM A. KHAN

Address: 4100 W. BELMONT AVE

City/State/Zip: CHICAGO, IL 60641

Phone Number: 773-777-4141

Fax Number: 773-286-4600

LUMP SUM BASE BID TOTAL

\$ 9,575,200.00

Lump Sum Base Bid in whole dollars only

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

Sitara Khan

(Signature)

SITARA KHAN

(Print Name)

ALL CHICAGO INC

(Contractor's Name)

PRESIDENT

(Title)

02/27/2017

(Date)

KEY INFORMATION

1. **BIDDER CONTACT WITH THE CHA:** The Procurement Specialist identified below is the *sole point of contact* regarding this solicitation. From the date of issuance until selection of the successful bidder. Sealed bids shall be delivered or mailed to the CHA's address listed below. 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.

Michael J. Plant, Procurement Specialist,
Chicago Housing Authority
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60609
Email: mplant@thecha.org

2. Questions must be submitted in writing to the Procurement Specialist as shown below by no later than 3:00 PM (local time) on **Wednesday, February 15, 2017**. Questions received with regards to this solicitation after the deadline shown above will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.
3. **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 Bid Solicitation, Technical Specifications and Drawings are available on the CHA's website at <https://supplier.thecha.org>.
4. **PRE-BID MEETING** Date, Time, and Location: **Monday, February 13, 2017 at 11:00AM**, at project site located **3640 W. Congress**. *CHA strongly encourages all interested firms to attend the pre-bid conference where among other topics an overview of Section 3 will be discussed.*
5. **SITE VISIT** to immediately follow the above scheduled Pre-Bid Meeting.
6. **BID OPENING** Date and Time: **Monday, February 27, 2017 at 10:30AM**
7. **ADDENDA:** Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Bidders', and posted on the CHA's website at: www.thecha.org. It is the responsibility of the Bidder to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders' by distributing addendum/addenda to this solicitation before the date set for receipt of bids. 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	01	02	03			
Dated	02/17/2017	02/23/2017	03/07/2017			

8. **Electronic Submission:** Sealed bids shall be submitted electronically via the CHA Supplier Portal at: <https://supplier.thecha.org>. Electronic bid submissions only require one submittal. Each Submittal section of the electronic bid shall be labeled and separated into a different file as described in Section II. Instructions for Bidders.

I. SCOPE OF WORK

General Description of Scope of Work: The CHA invites interested firms to provide complete rehab of three existing, 3-story, 12 unit, residential structures. As further described in the detailed specifications and drawings, the project consists of:

- I. Rehab includes both exterior and interior work.
- II. All existing mechanical, electrical, and plumbing systems are being replaced and additional MEP improvements are being made.
- III. All existing interior finishes are being replaced.
- IV. Existing exposed corridors are being enclosed, and entry vestibules are being added to all three structures.
- V. A residential unit is being converted to a computer lounge on the ground floor of 3650 W. Congress Parkway.
- VI. Site work includes paved parking and sidewalks, landscaping, and utility replacement/relocation.

ENVIRONMENTAL SITE ASSESSMENT REPORT 3640-50 Congress

The General Contractor is responsible for any cost associated with weather conditions to complete within the specified contract length of time.

II. INSTRUCTIONS FOR BIDDERS

I. BID SUBMITTAL REQUIREMENTS (manual submission): The Bid Submittal must include the following documents:

A. These BF Pages and other documents in the following form:

- i. Enter his/her firm's name in the space provided on Page BF/1 of this Specification; and
- ii. Submit **ONE (1) original and ONE (1) copy**, 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
- iii. Submit **ONE (1) ORIGINAL** of all required M/W/DBE and Section 3 documents; and
- iv. Submit **ONE (1) ORIGINAL** of all other required bid documents; and
- v. Acknowledge on Page BF/2 receipt of any Addenda issued.

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

B. GENERAL CONTRACTOR LICENSE: In addition to all other applicable licenses and certifications, the general contractor is required to submit with its bid a copy of bidder's current valid (Class B or above) General Contractor License issued by the Department of Buildings of the City of Chicago. The absence of the required 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 also 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:

- i. the resumes of the Contractor's Project Team (including the superintendent, project manager, and project accountant, or equivalent); and
- ii. a list of all the Contractor's subcontractors; and
- iii. a list of the Project Team of the Contractor's subcontractors;
- iv. 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

- v. the same information described in Paragraph (E) (iv) 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 the CHA may therefore determine the bid package is ineligible for award on the basis of insufficient evidence regarding responsibility.

FINANCIAL STATEMENT: The Respondent/Financially Responsible Party shall demonstrate its financial responsibility by submitting the most recent two years of audited, reviewed or compiled financial statements prepared by a third party licensed Certified Public Accountant (CPA). Listed below are the minimum acceptable required documents based upon the amount of the procurement:

For Procurements of Less Than \$2.5 Million: The Respondent must provide **Compiled** Financial Statements which consist of:

- Accountant's Report
- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- Cash Flow Statement (last 2 years)
- Financial Statement Footnotes (if applicable)

Compiled financial statements represent the most basic level of financial statements prepared by a licensed certified public accountant. In a compilation, the certified public accountant assists management in presenting financial information in the form of financial statements and **does not provide any assurance** that there are no material modifications that should be made to the financial statements. The certified public accountant does not perform inquiry, analytical procedures or other procedures that would be performed in a review, or obtain the understanding of the entity's internal control, assess fraud risk or test accounting records as would be performed in an audit.

For Procurements of \$2.5 Million to \$10 Million: The Respondent must provide **Reviewed** Financial Statements which consist of:

- Accountant's Report
- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- Cash Flow Statement (last 2 years)
- Financial Statement Footnotes

Reviewed financial statements provide the user with comfort that the certified public accountant is not aware of any material modification that should be made to the financial statements for the statements to be in conformity with the applicable financial reporting framework. A review involves the certified public accountant performing analytical procedures and inquiries that will provide a reasonable basis for obtaining **limited assurance** that there are no material modifications required to the financial statements. A review does not require the certified public accountant to obtain the understanding of the entity's internal control, assess fraud risk or test accounting records as would be performed in an audit.

For Procurements of Greater Than \$10 Million: The Respondent must provide **Audited** Financial Statements which consist of:

- Auditor's Report
- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- Cash Flow Statement (last 2 years)

○ Financial Statement Footnotes

Audited financial statements provide the user with the **certified public accountant's opinion letter that the financial statements are presented accurately**, in all material respects, in conformity with accounting standards. The auditor is required to obtain an understanding of the entity's internal control, assess fraud risk, perform analytical procedures and test accounting records.

CHA will also evaluate the respondents based upon analysis of third party reporting agencies, regulatory agencies, bureaus, etc., as it deems necessary to determine the financial adequacy of the respondent entity and confirm that the entity is in good financial standing with governmental agencies.

Other considerations in the evaluation of the financial condition of respondents follow:

- Financial statements must be from a legal business entity (i.e. corporation, partnership, LLC, etc.).
- Newly created entities (partnerships, LLC's, etc.) must provide financial statements from the entity's general partner and/or any other financially responsible entity that collectively can demonstrate the capability to complete the contract.
- Internally prepared business entity financial reports generated by the respondent will not be accepted.
- Personal financial statements or tax returns will not be accepted.
- The CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents.

- F. **FINAL COMPLETION FOR ALL WORK:** Is due upon the date set forth in the Notice to Proceed. **Five Hundred and Forty-Five (545) calendar days** from the date set forth in the Notice to Proceed. The Contractor acknowledges and agrees that the final completion requirements set forth herein are minimum completion requirements that must be satisfied under the contract with the CHA.
- 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.

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 a hard copy format;
- Be prepared using only Oracle Primavera P6 Professional Project Management version 6.2 or greater;
- 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.

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

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 April 21, 2017; 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 as shown above.
- The building(s) will be available to the Contractor on the date(s) set forth in the Notice to Proceed.

For additional details 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 prepared using only Primavera Project Planner® (P3 version 3.1), Primavera Project Management Contractor (P6) or Primavera SureTrak® software in hard copy, shall result in the entire Bid Package being deemed non-responsive.

II. BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

A. PREPARATION OF BIDS – Construction:

- i. Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract;
- ii. **CHA FORMS and DOWNLOAD:** 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;
- iii. The bid forms may require Bidders to submit bid prices for one (1) or more items on various bases, including lump sum bid, alternate prices, unit prices, change order pricing of construction, or any combination thereof;
- iv. 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; and
- v. Alternate bids will not be considered
- vi. 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 consider substitution requests after the award from the selected General 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.

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. 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.

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

III. BID OPENING AND REVIEW OF BIDS

A. BID OPENING: No bids will be accepted after the fixed date and time for the opening of bids, 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.

B. PRE-AWARD MEETING: The CHA reserves the right to conduct a Pre-Award 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 Meeting may include, but 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.
- G. The Bidder to whom the award is made will be notified as soon as practicable after the Authority approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- H. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Chicago Housing Authority with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
- I. Upon award of Contract, the Authority will process the Contract for final execution

- 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.
- B. **TIME FOR PERFORMANCE:** Please refer to I. 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

shall be subject to and comply with the CHA's "Special Conditions of the Contract for Construction" and the HUD "General Conditions for Construction Contracts – Public Housing Programs" (Form HUD-5370).

- 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 to the worksite.
- 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 Lump Sum Base Total or separate acceptable Performance and Payment Bonds each in the amount of 50% or more of the Lump Sum Base Total. **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-5370) 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-5370) 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-5370) 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.

G. SECTION 3 – COMPLIANCE REQUIREMENTS:

- 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.

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

- a) 51 percent or more owned by section 3 residents; or
- b) 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

- c) 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).

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 Policy (see http://www.thecha.org/pages/section_3/65.php or the copy included in the solicitation) as may be required. Contractor's Section 3 Utilization Plan as attached to this RFS 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.
3. A Prime Contractor must utilize CHA's hiring system in order to fill any open Section 3 positions. The hiring system will automatically filter applicants to the Prime Contractor in order of preference, per HUD and this policy. The Prime Contractor, and any Subcontractors with a Section 3 hiring commitment, must complete their job posting through CHA's online hiring system. All new hires will be tracked through CHA's online hiring system and all new hires must be secured using this online system, which is used to assist the CHA to connect qualified applicants with Prime Contractors and Subcontractors.

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

C. SECTION 3 REQUIREMENTS (Clarification)

Section 3 has two minimum requirements that must be reflected in response to this RFP. Respondents cannot choose between the two and receive full points under the evaluation criteria. First, 30% of the new hires required for the project must be Section 3 residents. The term "Section 3 resident" is defined as (1) a public housing resident or (2) a low-income or very low-income person who resides in the metropolitan area. Second, 10% of the contract value must be subcontracted to Section 3 Business Concerns. A Section 3 Business Concern is a business (1) that is 51% or more owned by Section 3 residents; or (2) whose permanent, full-time employees include persons, at least 30% of whom are

currently Section 3 residents, or within 3 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% of the dollar award of all subcontracts to be awarded to Business Concerns that meet the qualifications set forth in (1) and (2).

If a Respondent has no plans or need to hire or subcontract, or can demonstrate that it is unable to hire or subcontract to fully meet the minimum requirements set forth above, the Respondent may offer other economic opportunities that directly benefit Section 3 residents or Section 3 Business Concerns (such as internships, mentor-protégé programs, contribution to the Section 3 Fund, etc.). To offer other economic opportunities, a Respondent's submittal must detail why it has no plans or need to hire or subcontract, or detail all of the efforts the Respondent has undertaken to hire or subcontract (including the names of the Section 3 residents or Section 3 Business Concerns that were contacted and why they could not be utilized for the project). Detail must also be provided to describe the other economic opportunity being offered and how it will benefit Section 3 residents or Section 3 Business Concerns.

Respondents that fail to clearly set forth these minimum requirements risk losing points under the evaluation criteria. Therefore, Respondents are urged to submit any questions regarding Section 3 prior to the proposal due date.

D. COMPLIANCE REPORTING SYSTEMS

The Chicago Housing Authority (CHA) utilizes B2Gnow and LCPtracker in order to monitor the compliance requirements for the M/W/DBE, Davis-Bacon, and Section 3 policy requirements. CHA's Section 3 Job Opportunities website is also in place to assist Prime Contractors and Subcontractors with Section 3 hiring requirements.

B2Gnow, LCPtracker, and the Section 3 Job Opportunities website are accessible to ALL CHA Prime Contractors (as well as Subcontractors) and each contractor is required to utilize the secure web-based systems for electronic submission of information related to M/W/DBE, Davis-Bacon, and Section 3 compliance.

KEY FEATURES:

- Automated communication with contractors via email regarding compliance issues.
- Submission of contractors' utilization reports online with automated tracking of contract goals and participation, as well as verification of subcontractor payments through the B2Gnow System.
- Certified Payroll Reporting online through LCPtracker eliminates paper reporting and streamlines the process for vendors and CHA staff.
- Section 3 Job Opportunities website automates the hiring process and is a required tool for Prime Contractors and Subcontractors to use for all new Section 3 hires.

Please know that the CHA remains committed to helping each contractor use this product and service. The following resources are available:

1. **Vendor Technical Assistance and Support**
 - Technical and/or training questions, please send an email to cha@diversitycompliance.com
2. **Online, downloadable training aids**
 - On Line manual
 - Webinars
 - CHA's website provides multiple guides and manuals

- 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
Pace
Metra
Chicago Transit Authority (CTA)

Small Business Administration (SBA)
Chicago Minority Business Development Council (CMBDC)
Illinois Department of Transportation (IDOT)
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:
- i. Approved Submittal Binders
 - ii. Maintenance & Warranty Binders
 - iii. Close-Out Summary and CSI Division Checklists
 - iv. Electronic As-Built Drawings
 - v. Applicable Certificates (Substantial Completion, Occupancy, etc.)
 - vi. Operation and Maintenance Manuals (Start-Up and Test results, Commissioning and Training Info)
 - vii. 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 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(her)self 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 or

by addenda, 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 herein this Invitation For Bid.

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-5370-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.

Division Code	DIVISION COSTS – DESCRIPTION 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.	TOTAL COST in whole dollars only
DIV 1	Division 1 – General Requirements The MAXIMUM amount allowed is 5% of the total value of Division No. 2 through Division No. 33 <u>only</u>	\$ 335,796.00
DIV 1a	Division 1a – Construction Site Security 24-hour construction site security.	\$ 120,000.00
DIV 2	Division 2 – Existing Conditions	\$ 597,324.00
DIV 2a	Division 2a – Extended Environmental Conditions NOT FOR CONTRACT SCOPE WORK. This allowance is to be applied towards abatement & remediation extended scope and discovered conditions as approved by owner. This includes interior abatement, site remediation and special waste disposal. All applied costs must adhere to respective Bid Unit Costs.	\$ 125,000.00
DIV 3	Division 3 – Concrete	\$ 144,000.00
DIV 4	Division 4 – Masonry	\$ 621,200.00
DIV 4a	Division 4a – Extended Masonry Repair NOT FOR CONTRACT SCOPE WORK. This allowance is to be applied towards extended scope and discovered conditions as approved by owner. This includes additional masonry demolition, repair, and/or related structural reinforcement. All applied costs must adhere to respective Bid Unit Costs.	\$ 100,000.00
DIV 5	Division 5 – Metals	\$ 324,000.00
DIV 6	Division 6 – Wood, Plastics, and Composites	\$ 280,800.00
DIV 7	Division 7 – Thermal and Moisture Protection	\$ 340,020.00
DIV 8	Division 8 – Openings	\$ 682,400.00
DIV 9	Division 9 – Finishes	\$ 768,798.00
DIV 10	Division 10 – Specialties	\$ 87,394.00
DIV 11	Division 11 – Equipment	\$ 18,636.00
DIV 12	Division 12 – Furnishings	\$ 200,994.00
DIV 22	Division 22 – Plumbing	\$ 545,000.00
DIV 23	Division 23 – Heating Ventilating and Air Conditioning	\$ 644,120.00

DIV 26	Division 26 – Electrical	\$	900,000.00
DIV 28	Division 28 – Security	\$	300,000.00
DIV 31	Division 31 – Earthwork	\$	108,000.00
DIV 31a	Division 31a – Extended Earthwork Site Conditions NOT FOR CONTRACT SCOPE WORK. This is an allowance to be applied towards extended scope and/or discovered conditions as approved by Owner. This includes but is not limited to site-related excavation, material disposal, repair and/or replacement. All applied costs must adhere to respective Bid Unit Costs.	\$	1,000,000.00
DIV 32	Division 32 – Site Landscape Any Division 32 costs <u>in addition to</u> Division 32a	\$	278,037.00
DIV 32a	Division 32a – Site Landscape Landscape Deposit Fee (City of Chicago)	\$	50,000.00
DIV 33	Division 33 – Utilities Any Division 33 costs <u>in addition to</u> Divisions 33a and 33b	\$	120,000.00
DIV 33a	Division 33a – Utilities Sewer Connection Fee (City of Chicago)	\$	50,000.00
DIV 33b	Division 33b – Utilities Water Tapping Fee (City of Chicago)	\$	120,000.00
DIV 33c	Division 33d – Utilities Gas Connection Fee (City of Chicago)	\$	35,000.00
DIV 33d	Division 33c – CCTV and Telephone Allowance for provider's costs for forced relocation of service.	\$	35,000.00
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.		\$	65,000.00
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.		\$	310,416.00
PROFIT		\$	268,265.00
LUMP SUM BASE BID TOTAL (Please enter amount on Page 1)		\$	9,575,200.00

- 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.

ENVIRONMENTAL SITE ASSESSMENT Report 3640-50 Congress Parkway.

AMP # = Asset Management Property number

A. Visual Management Property Details				
CHA Bldg Code	AMP #	Address(es)	Amount (Costs of landscaping, site work, fees, etc. should be pro-rated across the buildings)	
N/A	N/A	3640 W. Congress Parkway 3647 W. 5th Ave. 3650 W. Congress Parkway	Construction	\$ 8,852,876.00
			Environmental	\$ 722,324.00
			TOTAL (amount should match the LUMP SUM BASE BID TOTAL on Page 1)	
			\$	9,575,200.00

- X. 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

SCHEDULE OF CHANGE (TASK) ORDER MODIFICATION PRICES - Modernization at Congress Parkway

Please supply the following Change (Task) Order Modification Prices:

Item No.	Description	Unit of Measurement	Price
1.	Provide cost for imported soil.	Cubic Yard	\$ 34.00
2.	Provide cost for material and labor to remove tree/stump and repair of earth work to match adjacent surroundings.	Per 4" to 6" Diameter tree/stump	\$ 800.00
3.	Provide cost for material and labor to remove tree/stump and repair of earth work to match adjacent surroundings.	Per 7" to 10" Diameter tree/stump	\$ 1,000.00
4.	Provide cost for material and labor to remove tree/stump and repair of earth work to match adjacent surroundings.	Per 11" to 15" Diameter tree/stump	\$ 1,200.00
5.	Provide cost for material and labor to remove tree/stump and repair of earth work to match adjacent surroundings.	Per 16" to 20" Diameter tree/stump	\$ 1,600.00
6.	Provide cost for material and labor to remove tree/stump and repair of earth work to match adjacent surroundings.	Per 21" to 28" Diameter tree/stump	\$ 2,000.00
7.	Provide cost for removal and replacement of concrete sidewalk	Square Foot	\$ 30.00
8.	Provide cost for removal and replacement of concrete curb and gutter.	Linear Foot	\$ 105.00

9.	Provide cost for removal and replacement of concrete slab on grade.	Square Foot	\$ 30.00
10.	Provide cost for removal of 8" hollow- core concrete slab	Square Foot	\$ 80.00
11.	Provide cost for coring of 8" hollow core concrete slab	Per 4" diameter	\$ 600.00
12.	Provide cost for coring of 8" hollow core concrete slab	Per 6" diameter	\$ 800.00
13.	Provide cost for coring of 8" hollow core concrete slab	Per 8" diameter	\$ 1,000.00
14.	Provide cost for coring of 8" hollow core concrete slab	Per 10" diameter	\$ 1,200.00
15.	Provide cost for removal of 6" pre-cast concrete slab	Square Foot	\$ 90.00
16.	Provide cost for coring of 6" pre-cast concrete slab	Per 4" diameter	\$ 600.00
17.	Provide cost for coring of 6" pre-cast concrete slab	Per 6" diameter	\$ 800.00
18.	Provide cost for coring of 6" pre-cast concrete slab	Per 8" diameter	\$ 1,000.00
19.	Provide cost for coring of 6" pre-cast concrete slab	Per 10" diameter	\$ 1,200.00
20.	Provide cost for the removal and replacement of waste lines in building.	Linear Foot	\$ 120.00
21.	Provide cost for the removal and replacement of sewer lines under building, including excavation, removal and replacement of concrete slab on grade.	Linear Foot	\$ 220.00

22.	Provide cost for removal and abatement of asbestos-containing floor tile and floor tile mastic (includes all layers and base)	Square Foot	\$ 8.00
23.	Provide cost for removal and abatement of asbestos-containing pipe insulation.	Linear Foot	\$ 55.00
24.	Provide cost for removal and abatement of lead-containing paint.	Square Foot	\$ 40.00
25.	Provide cost for tuckpointing of brick.	Square Foot	\$ 80.00
26.	Provide cost for removal of damaged brick and replacement with new to match existing in color, size and texture. Tooth into existing coursing.	Square Foot	\$ 225.00
27.	Provide cost for deconstruction and rebuilding of parapet wall with existing bricks and CMU.	Linear Foot of 28" high Parapet Wall	\$ 400.00
28.	Provide cost for removal and disposal of abandoned furniture in vacant dwelling units	Per dwelling unit	\$ 4,500.00
29.	Provide cost for removal and disposal of Asbestos-Containing Joint Compound	Linear Foot	\$ 8.00
30.	Provide cost for removal and disposal of Asbestos-Containing Caulk	Linear Foot	\$ 8.00
31.	Provide cost for removal and disposal of Asbestos-Containing Roof Adhesive	Square Foot	\$ 30.00
32.	Provide cost for removal and disposal of soils to Subtitle D Landfill	Cubic Yard	\$ 105.00
32.	Provide cost for removal and disposal of soils to CCDD Fill Site	Cubic Yard	\$ 120.00
33.	Provide cost for 8" Sanitary Ductile Iron Pipe	Linear Foot	\$ 210.00

34.	Provide cost for 8" Sanitary Vitrified Clay Pipe	Linear Foot	\$ 205.00
35.	Provide cost for 6" Sanitary Ductile Iron Pipe	Linear Foot	\$ 200.00
36.	Provide cost for 6" Sanitary Vitrified Clay Pipe	Linear Foot	\$ 195.00
37.	Provide cost for 4" Water Ductile Iron Pipe	Linear Foot	\$ 195.00
38.	Provide cost for 2.5" Low-Pressure Gas Line	Linear Foot	\$ 120.00
39.	Provide cost for 4" Low-Pressure Gas Line	Linear Foot	\$ 140.00
40.	Provide cost for 6" Low-Pressure Gas Line	Linear Foot	\$ 180.00
41.	Provide cost for water vault	Per Item	\$ 6,000.00
42.	Provide cost for manhole and cover	Per Item	\$ 6,200.00
43.	Provide cost for concrete thrust block	Per Item	\$ 8.00
44.	Provide cost for concrete duct bank	Per Item	\$ 6,500.00
45.	Provide cost for 4" rigid conduit	Linear Foot	\$ 48.00
46.	Provide cost for 3" rigid conduit	Linear Foot	\$ 46.00
47.	Provide cost for 2" rigid conduit	Linear Foot	\$ 46.00
48.	Provide cost for 1-1/2" rigid conduit	Linear Foot	\$ 38.00
49.	Provide cost for 1" rigid conduit	Linear Foot	\$ 32.00
50.	Provide cost for 3/4" rigid conduit	Linear Foot	\$ 30.00
51.	Provide cost for 1/2" rigid conduit	Linear Foot	\$ 28.00

- XI. 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 one (1) volume. The Contractor's signature serves as confirmation of its copy of the Technical Specifications is complete. The Contractor is responsible for notifying the CHA if any sections of the Technical Specifications are missing from its bid package. **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".**

SECTION NUMBER	SECTION DESCRIPTION	SECTION PAGES
VOLUME 1 – INTRODUCTORY INFORMATION THRU SPECIFICATIONS DIVISION 12		
INTRODUCTORY INFORMATION		
00 0000	Project Title Page	1
00 0001	Table of Contents	00 0001-1 thru 6
BIDDING REQUIREMENTS		
CONTRACT REQUIREMENTS		
DIVISION 1 – GENERAL REQUIREMENTS		
01 1100	Summary	01 1100-1 thru 3
01 2000	Payment Procedures	01 2000-1 thru 4
01 2200	Unit Prices	01 2200-1
01 2300	Alternates	01 2300-1 thru 2
01 2514	Substitution Procedures During Bidding Phase	01 2514-1 thru 3
01 2515	Substitution Procedures During Construction Phase	01 2515-1 thru 4
01 2516	Request for Substitution (RFS)	01 2516-1 thru 2
01 2600	Contract Modification Procedures	01 2600-1 thru 3
01 3100	Project Management and Coordination	01 3100-1 thru 8
01 3200	Construction Progress Documentation	01 3200-1 thru 7
01 3300a	Submittal Procedures	01 3300a-1 thru 10
01 3300b	Electronic Data Transfer Request	01 3300b-1 thru 1
01 3340	Request for Information and Compliance Procedures	01 3340-1 thru 2
01 4000	Quality Requirements	01 4000-1 thru 8
01 4200	References	01 4200-1 thru 13
01 5000	Temporary Facilities and Controls	01 5000-1 thru 9
01 5639	Temporary Tree and Plant Protection	01 5639-1 thru 7
01 6000	Product Requirements	01 6000-1 thru 5
01 7300	Execution Requirements	01 7300-1 thru 9
01 7329	Cutting and Patching	01 7329-1 thru 4
01 7419	Construction Waste Management and Disposal	01 7419-1 thru 7
01 7700	Closeout Procedures	01 7700-1 thru 5
01 7800	Project Record Documents	01 7800-1 thru 4
01 7823	Operation and Maintenance Data	01 7823-1 thru 7
01 7900	Demonstration and Training	01 7900-1 thru 4
01 8109	Environmental Procedures	01 8109-1 thru 4

DIVISION 2 – EXISTING CONDITIONS		
02 0085	Microbial Remediation	02 0085-1 thru 9
02 0830	Lead-Based Paint Mitigation/Abatement	02 0830-1 thru 15
02 1110	Asbestos Remediation	02 1110-1 thru 20 & Appendix A (3 pages)
02 2310	Tree Protection and Trimming	02 2310-1 thru 5
02 4119	Selective Demolition	02 4119-1 thru 8
DIVISION 3 – CONCRETE		
03 3000	Cast-in-Place Concrete	03 3000-1 thru 21
03 5416	Hydraulic Cement Underlayment	03 5416-1 thru 4
03 9300	Maintenance of Concrete	03 9300-1 thru 7
DIVISION 4 – MASONRY		
04 0100	Maintenance of Masonry	04 0100-1 thru 6
04 2000	Unit Masonry	04 2000-1 thru 15
DIVISION 5 – METALS		
05 1200	Structural Steel Framing	05 1200-1 thru 8
05 3100	Steel Decking	05 3100-1 thru 6
05 5000	Metal Fabrications	05 5000-1 thru 11
05 5150	Pre-Engineered Stairs and Railing System	05 5150-1 thru 9
DIVISION 6 – WOODS, PLASTICS, AND COMPOSITES		
06 1000	Rough Carpentry	06 1000-1 thru 8
06 1006	Wood Grounds, Nailers, and Blocking	06 1006-1 thru 5
06 4023	Interior Architectural Woodwork	06 4023-1 thru 13
DIVISION 7 – THERMAL AND MOISTURE PROTECTION		
07 1900	Water Repellants	07 1900-1 thru 4
07 2100	Thermal Insulation	07 2100-1 thru 5
07 5423	Thermoplastic-Polyolefin Roofing	07 5423-1 thru 10
07 6213	Sheet Metal Flashing	07 6213-1 thru 5
07 6500	Flexible Flashing	07 6500-1 thru 4
07 7100	Roof Specialties	07 7100-1 thru 6
07 7213	Manufactured Curbs	07 7213-1 thru 4
07 7233	Roof Hatches	07 7233-1 thru 5
07 8413	Penetration Firestopping	07 8413-1 thru 9
07 9000	Joint Protection	07 9000-1 thru 12
DIVISION 8 – OPENINGS		
08 0710	Environmental Performance Requirements and Testing	08 0710-1 thru 4
08 1115	Custom Hollow Metal Doors and Frames	08 1115-1 thru 11
08 1116	Storm Doors and Screens	08 1116-1 thru 4
08 1416	Flush Wood Doors	08 1416-1 thru 6
08 1476	Bifolding Wood Doors	08 1476-1 thru 4
08 3113	Access Doors and Frames	08 3113-1 thru 6
08 4113	Aluminum-Framed Entrances and Storefronts	08 4113-1 thru 11

08 5113	Aluminum Windows	08 5113-1 thru 11
08 7100	Door Hardware	08 7100-1 thru 18
08 8100	Glass Glazing	08 8100-1 thru 12
DIVISION 9 – FINISHES		
09 2116	Gypsum Board Assemblies	09 2116-1 thru 12
09 2117	Gypsum Board Shaft Wall Assemblies	09 2117-1 thru 7
09 3013	Ceramic Tiling	09 3013-1 thru 9
09 6554	Resilient Vinyl Flooring Tile	09 6554-1 thru 8
09 9100	Painting	09 9100-1 thru 13
DIVISION 10 – SPECIALTIES		
10 1400	Signs	10 1400-1 thru 5
10 1410	Life Safety Signage	10 1410-1 thru 6
10 2118	Tub and Shower Surround	10 2118-1 thru 5
10 2800	Toilet, Bath, and Laundry Accessories	10 2800-1 thru 6
10 5500	Postal Specialties	10 5500-1 thru 4
DIVISION 11 – EQUIPMENT		
11 1200	Parking Control Equipment	11 1200-1 thru 4
11 3100	Residential Appliances	11 3100-1 thru 6
DIVISION 12 – FURNISHINGS		
12 2110	Window Blinds	12 2110-1 thru 7
12 9300	Site Furnishings	12 9300-1 thru 4
VOLUME 2 – SPECIFICATIONS DIVISIONS 22 THRU 33		
DIVISION 22 – PLUMBING		
22 0517	Sleeves and Sleeve Seals for Plumbing Piping	22 0517-1 thru 5
22 0518	Escutcheons for Plumbing Piping	22 0518-1 thru 2
22 0519	Meters and Gages for Plumbing Piping	22 0519-1 thru 3
22 0523	General-Duty Valves for Plumbing Piping	22 0523-1 thru 16
22 0529	Hangers and Supports for Plumbing Piping and Equipment	22 0529-1 thru 10
22 0553	Identification for Plumbing Piping and Equipment	22 0553-1 thru 4
22 0719	Plumbing Piping Insulation	22 0719-1 thru 20
22 1116	Domestic Water Piping	22 1116-1 thru 13
22 1119	Domestic Water Piping Specialties	22 1119-1 thru 11
22 1316	Sanitary Waste and Vent Piping	22 1316-1 thru 10
22 1319	Sanitary Waste Piping Specialties	22 1319-1 thru 4
22 1323	Sanitary Waste Interceptors	22 1323-1 thru 2
22 1400	Facility Storm Drainage	22 1400-1 thru 9
22 4100	Residential Plumbing Fixtures	22 4100-1 thru 10
DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING		
23 0700	Duct Insulation	23 0700-1 thru 27
23 1123	Facility Natural Gas Piping	23 1123-1 thru 10
23 3113	Metal Ducts	23 3113-1 thru 16

23 3400	HVAC Fans	23 3400-1 thru 6
23 3423	HVAC Power Ventilators	23 3423-1 thru 6
23 3713	Diffusers, Registers, and Grilles	23 3713-1 thru 2
23 5400	Furnaces	23 5400-1 thru 7
23 8239	Unit Heaters	23 8239-1 thru 4
DIVISION 26 – ELECTRICAL		
26 0500	Common Work Results for Electrical	26 0500-1 thru 4
26 0519	Low-Voltage Electrical Power Conductors and Cables	26 0519-1 thru 6
26 0526	Grounding and Bonding for Electrical Systems	26 0526-1 thru 6
26 0529	Hangers and Supports for Electrical Systems	26 0529-1 thru 6
26 0533	Raceway and Boxes for Electrical Systems	26 0533-1 thru 10
26 0553	Identification for Electrical Systems	26 0553-1 thru 12
26 0923	Lighting Control Devices	26 0923-1 thru 4
26 2416	Panelboards	26 2416-1 thru 10
26 2726	Wiring Devices	26 2726-1 thru 7
26 2813	Fuses	26 2813-1 thru 4
26 5100	Interior Lighting	26 5100-1 thru 9
26 5123	Intercommunications and Program Systems	27 5123-1 thru 9
DIVISION 28 – SECURITY		
28 1300	Access Control	28 1300-1 thru 4
28 2300	Video Surveillance	28 2300-1 thru 15
DIVISION 31 – EARTHWORK		
31 0000	Earthwork	31 0000-1 thru 7
31 2500	Erosion and Sedimentation Control	31 2500-1 thru 5
DIVISION 32 – SITE LANDSCAPE		
32 1200	Flexible Pavement	32 1200-1 thru 11
32 1216	Asphalt Paving	32 1216-1 thru 8
32 1300	Rigid Pavement	32 1300-1 thru 13
32 1340	Geotextiles	32 1340-1 thru 4
32 1443	Porous Unit Paving	32 1443-1 thru 6
32 1500	Stabilized Pathway Mix	32 1500-1 thru 4
32 1713	Parking Bumpers	32 1713-1 thru 2
32 1723	Pavement Markings	32 1723-1 thru 3
32 3119	Decorative Metal Fences and Gates	32 3119-1 thru 6
32 9200	Turf and Grasses	32 9200-1 thru 14
32 9300	Plants	32 9300-1 thru 18
DIVISION 33 – UTILITIES		
33 1000	Water Distribution	33 1000-1 thru 9
33 3000	Sanitary Sewerage Utilities	33 3000-1 thru 5
33 4000	Storm Drainage Utilities	33 4000-1 thru 7

XII. 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 is confirmation that its set of Drawings is complete. 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".

PDF Page	Sheet No.	Sheet Title	Version	Version Date
GENERAL				
1	G1-0	GENERAL INFORMATION DRAWING INDEX	Issue for Bid	2016/09/28
2	G1-1	CODE MATRIX & UNIT MATRIX	Issue for Bid	2016/09/28
3	G1-2	ARCHITECTURAL SITE PLAN	Issue for Bid	2016/09/28
4	G1-3	SITE DETAILS	Issue for Bid	2016/09/28
5	G1-4	ACCESSIBILITY CODE REFERENCES	Issue for Bid	2016/09/28
6	G1-5	ACCESSIBILITY CODE REFERENCES	Issue for Bid	2016/09/28
7	G1-6	ACCESSIBILITY CODE REFERENCES	Issue for Bid	2016/09/28
LANDSCAPE				
8	D101	TREE PROTECTION DETAILS	Issue for Bid	2016/09/28
9	L101	OVERALL SITE PLAN	Issue for Bid	2016/09/28
10	L102	PAVING PLAN	Issue for Bid	2016/09/28
11	L103	FENCING & FURNISHING PLAN	Issue for Bid	2016/09/28
12	L104	LANDSCAPE PLAN	Issue for Bid	2016/09/28
13	L201	PAVING DETAILS	Issue for Bid	2016/09/28
14	L202	FENCING & FURNISHING DETAILS	Issue for Bid	2016/09/28
15	L203	LANDSCAPE DETAILS	Issue for Bid	2016/09/28
SECURITY				
16	SE0.0	SECURITY LEGEND AND SPECIFICATIONS	Issue for Bid	2016/09/28
17	SE1.0	SECURITY DEMO PLAN	Issue for Bid	2016/09/28
18	SE1.1	SITE SECURITY LAYOUT	Issue for Bid	2016/09/28
19	SE1.2	COMPUTER ROOM SECURITY LAYOUT	Issue for Bid	2016/09/28
20	SE1.3	SECURITY DETAILS AND RISERS	Issue for Bid	2016/09/28
CIVIL – 3640 W. CONGRESS				
21	T1.00	CIVIL TITLE SHEET	Issue for Bid	2016/09/28
22	C0.01	CIVIL GENERAL NOTES	Issue for Bid	2016/09/28
23	C1.01	TOPOGRAPHICAL SURVEY	Issue for Bid	2016/09/28
24	C1.02	TOPOGRAPHICAL SURVEY	Issue for Bid	2016/09/28
25	C2.00	SITE DEMOLITION PLAN	Issue for Bid	2016/09/28
26	C2.01	SITE DEMOLITION PLAN CONTINUATION	Issue for Bid	2016/09/28
27	C2.02	SITE GEOMETRIC PLAN	Issue for Bid	2016/09/28
28	C2.03	SITE PLAN	Issue for Bid	2016/09/28
29	C2.04	SITE GRADING PLAN	Issue for Bid	2016/09/28
30	C2.05	SITE DRAINAGE PLAN	Issue for Bid	2016/09/28

31	C2.06	EROSION CONTROL AND SEDIMENTATION CONTROL	Issue for Bid	2016/09/28
32	C2.07	SITE UTILITY PLAN	Issue for Bid	2016/09/28
33	C2.08	PARTIAL ENLARGED DRIVEWAY AND ENLARGED HANDICAPPED PLAN	Issue for Bid	2016/09/28
34	C2.09	AREAS PLAN	Issue for Bid	2016/09/28
35	OMP	OPERATION AND MAINTENANCE PLAN	Issue for Bid	2016/09/28
36	C3.00	STORM AND SANITARY SEWER DETAILS	Issue for Bid	2016/09/28
37	C3.01	CIVIL CDOT DETAILS	Issue for Bid	2016/09/28
38	C3.02	ADA GUIDELINES AND WATER DETAILS	Issue for Bid	2016/09/28
39	C3.03	EROSION CONTROL AND SEDIMENTATION CONTROL DETAILS	Issue for Bid	2016/09/28
40	C3.04	SITE ELECTRICAL DETAILS	Issue for Bid	2016/09/28
41	C3.05	MISCELLANEOUS DETAILS	Issue for Bid	2016/09/28
ASBESTOS – 3640 W. CONGRESS				
42	ASB-1	1ST FLOOR ASBESTOS PLAN	Issue for Bid	2016/09/28
43	ASB-2	2ND FLOOR ASBESTOS PLAN	Issue for Bid	2016/09/28
44	ASB-3	3RD FLOOR ASBESTOS PLAN	Issue for Bid	2016/09/28
45	ASB-4	ROOF ASBESTOS PLAN	Issue for Bid	2016/09/28
LEAD – 3640 W. CONGRESS				
46	LD-1	1ST FLOOR LEAD PLAN	Issue for Bid	2016/09/28
47	LD-2	2ND FLOOR LEAD PLAN	Issue for Bid	2016/09/28
48	LD-3	3RD FLOOR LEAD PLAN	Issue for Bid	2016/09/28
ARCHITECTURAL – 3640 W. CONGRESS				
49	A1-0	ARCHITECTURAL SYMBOLS & ABBREVIATIONS	Issue for Bid	2016/09/28
50	DA2-1	1ST FLOOR DEMO PLAN	Issue for Bid	2016/09/28
51	DA2-2	2ND FLOOR DEMO PLAN	Issue for Bid	2016/09/28
52	DA2-3	3RD FLOOR DEMO PLAN	Issue for Bid	2016/09/28
53	DA2-4	ROOF DEMOLITION PLAN	Issue for Bid	2016/09/28
54	DA4-1	DEMO ELEVATIONS	Issue for Bid	2016/09/28
55	A2-1	1ST FLOOR PLAN	Issue for Bid	2016/09/28
56	A2-2	2ND FLOOR PLAN	Issue for Bid	2016/09/28
57	A2-3	3RD FLOOR PLAN	Issue for Bid	2016/09/28
58	A2-4	ROOF PLAN	Issue for Bid	2016/09/28
59	A3-1	1ST FLOOR REFLECTED CEILING PLAN	Issue for Bid	2016/09/28
60	A3-2	2ND FLOOR REFLECTED CEILING PLAN	Issue for Bid	2016/09/28
61	A3-3	3RD FLOOR REFLECTED CEILING PLAN	Issue for Bid	2016/09/28
62	A4-1	BUILDING ELEVATIONS	Issue for Bid	2016/09/28
63	A4-2	BUILDING ELEVATIONS	Issue for Bid	2016/09/28
64	A6-1	KITCHEN & BATH ELEVATIONS WITH ENLARGED PLANS	Issue for Bid	2016/09/28
65	A6-2	STAIR PLANS, WALL SECTIONS, AND MAILBOX DETAILS	Issue for Bid	2016/09/28
66	A6-3	INTERIOR MILLWORK DETAILS	Issue for Bid	2016/09/28
67	A6-4	CLOSET DETAILS WITH ELEVATIONS	Issue for Bid	2016/09/28
68	A7-1	PARTITION TYPES & TYPICAL FIRESTOPPING DETAILS	Issue for Bid	2016/09/28
69	A7-2	DOOR SCHEDULE & WINDOW SCHEDULE	Issue for Bid	2016/09/28
70	A8-1	EXTERIOR DETAILS	Issue for Bid	2016/09/28

71	A8-2	BUILDING & STAIR DETAILS	Issue for Bid	2016/09/28
72	ID2-1	INTERIOR FINISH SCHEDULE 1ST FLOOR FINISH PLAN	Issue for Bid	2016/09/28
73	ID2-2	2ND FLOOR FINISH PLAN	Issue for Bid	2016/09/28
74	ID2-3	3RD FLOOR FINISH PLAN	Issue for Bid	2016/09/28
STRUCTURAL – 3640 W. CONGRESS				
75	S1-1	GENERAL NOTES	Issue for Bid	2016/09/28
76	S2-1	100 FOUNDATION AND FRAMING PLAN	Issue for Bid	2016/09/28
77	S2-2	200 FRAMING PLAN	Issue for Bid	2016/09/28
78	S2-3	300 FRAMING PLAN	Issue for Bid	2016/09/28
79	S2-4	ROOF FRAMING PLAN	Issue for Bid	2016/09/28
80	S3-1	TYPICAL CONCRETE DETAILS	Issue for Bid	2016/09/28
81	S3-2	CONCRETE DETAILS	Issue for Bid	2016/09/28
82	S4-1	TYPICAL STEEL DETAILS	Issue for Bid	2016/09/28
83	S4-2	STEEL DETAILS	Issue for Bid	2016/09/28
ELECTRICAL – 3640 W. CONGRESS				
84	E-1	FIRST FLOOR ELECTRICAL PLAN	Issue for Bid	2016/09/28
85	E-2	SECOND FLOOR ELECTRICAL PLAN	Issue for Bid	2016/09/28
86	E-3	THIRD FLOOR ELECTRICAL PLAN	Issue for Bid	2016/09/28
87	E-4	ROOF ELECTRICAL PLAN	Issue for Bid	2016/09/28
88	E-5	ELECTRICAL RISER DIAGRAMS	Issue for Bid	2016/09/28
89	E-6	ELECTRICAL NOTES, SCHEDULES & DETAILS	Issue for Bid	2016/09/28
90	E-7	ELECTRICAL SITE PLAN	Issue for Bid	2016/09/28
MECHANICAL – 3640 W. CONGRESS				
91	M-1	FIRST FLOOR HVAC PLAN	Issue for Bid	2016/09/28
92	M-2	SECOND FLOOR HVAC PLAN	Issue for Bid	2016/09/28
93	M-3	THIRD FLOOR HVAC PLAN	Issue for Bid	2016/09/28
94	M-4	ROOF HVAC PLAN	Issue for Bid	2016/09/28
95	M-5	HVAC NOTES & SCHEDULES	Issue for Bid	2016/09/28
96	M-6	HVAC VENTILATION SCHEDULE	Issue for Bid	2016/09/28
PLUMBING – 3640 W. CONGRESS				
97	P-1	FIRST FLOOR PLUMBING PLAN	Issue for Bid	2016/09/28
98	P-2	SECOND FLOOR PLUMBING PLAN	Issue for Bid	2016/09/28
99	P-3	THIRD FLOOR PLUMBING PLAN	Issue for Bid	2016/09/28
100	P-4	ROOF PLUMBING PLAN	Issue for Bid	2016/09/28
101	P-5	PLUMBING NOTES, SCHEDULES & RISER DIAGRAMS	Issue for Bid	2016/09/28
CIVIL – 3647. W. 5TH AVE.				
102	T1.00	CIVIL TITLE SHEET	Issue for Bid	2016/09/28
103	C0.01	CIVIL GENERAL NOTES	Issue for Bid	2016/09/28
104	C1.01	TOPOGRAPHICAL SURVEY	Issue for Bid	2016/09/28
105	C1.02	TOPOGRAPHICAL SURVEY	Issue for Bid	2016/09/28
106	C2.00	SITE DEMOLITION PLAN	Issue for Bid	2016/09/28
107	C2.01	SITE DEMOLITION PLAN CONTINUATION	Issue for Bid	2016/09/28
108	C2.02	SITE GEOMETRIC PLAN	Issue for Bid	2016/09/28
109	C2.03	SITE PLAN	Issue for Bid	2016/09/28
110	C2.04	SITE GRADING PLAN	Issue for Bid	2016/09/28

111	C2.05	SITE DRAINAGE PLAN	Issue for Bid	2016/09/28
112	C2.06	EROSION CONTROL AND SEDIMENTATION CONTROL	Issue for Bid	2016/09/28
113	C2.07	SITE UTILITY PLAN	Issue for Bid	2016/09/28

114	C2.08	PARTIAL ENLARGED DRIVEWAY AND ENLARGED HANDICAPPED PLAN	Issue for Bid	2016/09/28
115	C2.09	AREAS PLAN	Issue for Bid	2016/09/28
116	OMP	OPERATION AND MAINTENANCE PLAN	Issue for Bid	2016/09/28
117	C3.00	STORM AND SANITARY SEWER DETAILS	Issue for Bid	2016/09/28
118	C3.01	CIVIL CDOT DETAILS	Issue for Bid	2016/09/28
119	C3.02	ADA GUIDELINES AND WATER DETAILS	Issue for Bid	2016/09/28
120	C3.03	EROSION CONTROL AND SEDIMENTATION CONTROL DETAILS	Issue for Bid	2016/09/28
121	C3.04	SITE ELECTRICAL DETAILS	Issue for Bid	2016/09/28
122	C3.05	MISCELLANEOUS DETAILS	Issue for Bid	2016/09/28

ASBESTOS – 3647 W. 5TH AVE.

123	ASB-1	1ST FLOOR ASBESTOS PLAN	Issue for Bid	2016/09/28
124	ASB-2	2ND FLOOR ASBESTOS PLAN	Issue for Bid	2016/09/28
125	ASB-3	3RD FLOOR ASBESTOS PLAN	Issue for Bid	2016/09/28
126	ASB-4	ROOF ASBESTOS PLAN	Issue for Bid	2016/09/28

LEAD – 3647 W. 5TH AVE.

127	LD-1	1ST FLOOR LEAD PLAN	Issue for Bid	2016/09/28
128	LD-2	2ND FLOOR LEAD PLAN	Issue for Bid	2016/09/28
129	LD-3	3RD FLOOR LEAD PLAN	Issue for Bid	2016/09/28

ARCHITECTURAL – 3647 W. 5TH AVE.

130	A1-0	ARCHITECTURAL SYMBOLS & ABBREVIATIONS	Issue for Bid	2016/09/28
131	DA2-1	1ST FLOOR DEMO PLAN	Issue for Bid	2016/09/28
132	DA2-2	2ND FLOOR DEMO PLAN	Issue for Bid	2016/09/28
133	DA2-3	3RD FLOOR DEMO PLAN	Issue for Bid	2016/09/28
134	DA2-4	ROOF DEMO PLAN	Issue for Bid	2016/09/28
135	DA4-1	DEMO ELEVATIONS	Issue for Bid	2016/09/28
136	A2-1	1ST FLOOR PLAN	Issue for Bid	2016/09/28
137	A2-2	2ND FLOOR PLAN	Issue for Bid	2016/09/28
138	A2-3	3RD FLOOR PLAN	Issue for Bid	2016/09/28
139	A2-4	ROOF PLAN	Issue for Bid	2016/09/28
140	A3-1	1ST FLOOR REFLECTED CEILING PLAN	Issue for Bid	2016/09/28
141	A3-2	2ND FLOOR REFLECTED CEILING PLAN	Issue for Bid	2016/09/28
142	A3-3	3RD FLOOR REFLECTED CEILING PLAN	Issue for Bid	2016/09/28
143	A4-1	BUILDING ELEVATIONS	Issue for Bid	2016/09/28
144	A4-2	BUILDING ELEVATIONS	Issue for Bid	2016/09/28
145	A6-1	KITCHEN & BATH ELEVATIONS WITH ENLARGED PLANS	Issue for Bid	2016/09/28
146	A6-2	STAIR PLANS, WALL SECTIONS, AND MAILBOX DETAILS	Issue for Bid	2016/09/28
147	A6-3	INTERIOR MILLWORK DETAILS	Issue for Bid	2016/09/28
148	A6-4	CLOSET DETAILS WITH ELEVATIONS	Issue for Bid	2016/09/28
149	A7-1	PARTITION TYPES & TYPICAL FIRESTOPPING DETAILS	Issue for Bid	2016/09/28
150	A7-2	DOOR SCHEDULE & WINDOW SCHEDULE	Issue for Bid	2016/09/28

151	A8-1	EXTERIOR DETAILS	Issue for Bid	2016/09/28
152	A8-2	BUILDING & STAIR DETAILS	Issue for Bid	2016/09/28
153	ID2-1	INTERIOR FINISH SCHEDULE 1ST FLOOR FINISH PLAN	Issue for Bid	2016/09/28
154	ID2-2	2ND FLOOR FINISH PLAN	Issue for Bid	2016/09/28
155	ID2-3	3RD FLOOR FINISH PLAN	Issue for Bid	2016/09/28
STRUCTURAL – 3647 W. 5TH AVE.				
156	S1-1	GENERAL NOTES	Issue for Bid	2016/09/28
157	S2-1	100 FOUNDATION AND FRAMING PLAN	Issue for Bid	2016/09/28
158	S2-2	200 FRAMING PLAN	Issue for Bid	2016/09/28
159	S2-3	300 FRAMING PLAN	Issue for Bid	2016/09/28
160	S2-4	ROOF FRAMING PLAN	Issue for Bid	2016/09/28
161	S3-1	TYPICAL CONCRETE DETAILS	Issue for Bid	2016/09/28
162	S3-2	CONCRETE DETAILS	Issue for Bid	2016/09/28
163	S4-1	TYPICAL STEEL DETAILS	Issue for Bid	2016/09/28
164	S4-2	STEEL DETAILS	Issue for Bid	2016/09/28
ELECTRICAL – 3647 W. 5TH AVE.				
165	E-1	FIRST FLOOR ELECTRICAL PLAN	Issue for Bid	2016/09/28
166	E-2	SECOND FLOOR ELECTRICAL PLAN	Issue for Bid	2016/09/28
167	E-3	THIRD FLOOR ELECTRICAL PLAN	Issue for Bid	2016/09/28
168	E-4	ROOF ELECTRICAL PLAN	Issue for Bid	2016/09/28
169	E-5	ELECTRICAL RISER DIAGRAMS	Issue for Bid	2016/09/28
170	E-6	ELECTRICAL NOTES, SCHEDULES, & DETAILS	Issue for Bid	2016/09/28
171	E-7	ELECTRICAL SITE PLAN	Issue for Bid	2016/09/28
MECHANICAL – 3647 W. 5TH AVE.				
172	M-1	FIRST FLOOR HVAC PLAN	Issue for Bid	2016/09/28
173	M-2	SECOND FLOOR HVAC PLAN	Issue for Bid	2016/09/28
174	M-3	THIRD FLOOR HVAC PLAN	Issue for Bid	2016/09/28
175	M-4	ROOF HVAC PLAN	Issue for Bid	2016/09/28
176	M-5	HVAC NOTES & SCHEDULES	Issue for Bid	2016/09/28
177	M-6	HVAC VENTILATION SCHEDULE	Issue for Bid	2016/09/28
PLUMBING – 3647 W. 5TH AVE.				
178	P-1	FIRST FLOOR PLUMBING PLAN	Issue for Bid	2016/09/28
179	P-2	SECOND FLOOR PLUMBING PLAN	Issue for Bid	2016/09/28
180	P-3	THIRD FLOOR PLUMBING PLAN	Issue for Bid	2016/09/28
181	P-4	ROOF PLUMBING PLAN	Issue for Bid	2016/09/28
182	P-5	PLUMBING NOTES, SCHEDULES & RISER DIAGRAMS	Issue for Bid	2016/09/28
CIVIL – 3650 W. CONGRESS				
183	T1.00	CIVIL TITLE SHEET	Issue for Bid	2016/09/28
184	C0.01	CIVIL GENERAL NOTES	Issue for Bid	2016/09/28
185	C1.01	TOPOGRAPHICAL SURVEY	Issue for Bid	2016/09/28
186	C1.02	TOPOGRAPHICAL SURVEY	Issue for Bid	2016/09/28
187	C2.00	SITE DEMOLITION PLAN	Issue for Bid	2016/09/28
188	C2.01	SITE DEMOLITION PLAN CONTINUATION	Issue for Bid	2016/09/28
189	C2.02	SITE GEOMETRIC PLAN	Issue for Bid	2016/09/28

190	C2.03	SITE PLAN	Issue for Bid	2016/09/28
191	C2.04	SITE GRADING PLAN	Issue for Bid	2016/09/28
192	C2.05	SITE DRAINAGE PLAN	Issue for Bid	2016/09/28
193	C2.06	EROSION CONTROL AND SEDIMENTATION CONTROL	Issue for Bid	2016/09/28
194	C2.07	SITE UTILITY PLAN	Issue for Bid	2016/09/28
195	C2.08	PARTIAL ENLARGED DRIVEWAY AND ENLARGED HANDICAPPED PLAN	Issue for Bid	2016/09/28
196	C2.09	AREAS PLAN	Issue for Bid	2016/09/28
197	OMP	OPERATION AND MAINTENANCE PLAN	Issue for Bid	2016/09/28
198	C3.00	STORM AND SANITARY SEWER DETAILS	Issue for Bid	2016/09/28
199	C3.01	CIVIL CDOT DETAILS	Issue for Bid	2016/09/28
200	C3.02	ADA GUIDELINES AND WATER DETAILS	Issue for Bid	2016/09/28
201	C3.03	EROSION CONTROL AND SEDIMENTATION CONTROL DETAILS	Issue for Bid	2016/09/28
202	C3.04	SITE ELECTRICAL DETAILS	Issue for Bid	2016/09/28
203	C3.05	MISCELLANEOUS DETAILS	Issue for Bid	2016/09/28
ASBESTOS – 3650 W. CONGRESS				
204	ASB-1	1ST FLOOR ASBESTOS PLAN	Issue for Bid	2016/09/28
205	ASB-2	2ND FLOOR ASBESTOS PLAN	Issue for Bid	2016/09/28
206	ASB-3	3RD FLOOR ASBESTOS PLAN	Issue for Bid	2016/09/28
207	ASB-4	ROOF ASBESTOS PLAN	Issue for Bid	2016/09/28
LEAD – 3650 W. CONGRESS				
208	LD-1	1ST FLOOR LEAD PLAN	Issue for Bid	2016/09/28
209	LD-2	2ND FLOOR LEAD PLAN	Issue for Bid	2016/09/28
210	LD-3	3RD FLOOR LEAD PLAN	Issue for Bid	2016/09/28
ARCHITECTURAL – 3650 W. CONGRESS				
211	A1-0	ARCHITECTURAL SYMBOLS & ABBREVIATIONS	Issue for Bid	2016/09/28
212	DA2-1	1ST FLOOR DEMO PLAN	Issue for Bid	2016/09/28
213	DA2-2	2ND FLOOR DEMO PLAN	Issue for Bid	2016/09/28
214	DA2-3	3RD FLOOR DEMO PLAN	Issue for Bid	2016/09/28
215	DA2-3	ROOF DEMO PLAN	Issue for Bid	2016/09/28
216	DA4-1	DEMO ELEVATIONS	Issue for Bid	2016/09/28
217	A2-1	1ST FLOOR PLAN	Issue for Bid	2016/09/28
218	A2-2	2ND FLOOR PLAN	Issue for Bid	2016/09/28
219	A2-3	3RD FLOOR PLAN	Issue for Bid	2016/09/28
220	A2-4	ROOF PLAN	Issue for Bid	2016/09/28
221	A3-1	1ST FLOOR REFLECTED CEILING PLAN	Issue for Bid	2016/09/28
222	A3-2	2ND FLOOR REFLECTED CEILING PLAN	Issue for Bid	2016/09/28
223	A3-3	3RD FLOOR REFLECTED CEILING PLAN	Issue for Bid	2016/09/28
224	A4-1	BUILDING ELEVATIONS	Issue for Bid	2016/09/28
225	A4-2	BUILDING ELEVATIONS	Issue for Bid	2016/09/28
226	A6-1	KITCHEN & BATH ELEVATIONS WITH ENLARGED PLANS	Issue for Bid	2016/09/28
227	A6-2	STAIR PLANS, WALL SECTIONS, AND MAILBOX DETAILS	Issue for Bid	2016/09/28
228	A6-3	INTERIOR MILLWORK DETAILS	Issue for Bid	2016/09/28
229	A6-4	CLOSET DETAILS WITH ELEVATIONS	Issue for Bid	2016/09/28

230	A7-1	PARTITION TYPES & TYPICAL FIRESTOPPING DETAILS	Issue for Bid	2016/09/28
231	A7-2	DOOR SCHEDULE & WINDOW SCHEDULE	Issue for Bid	2016/09/28
232	A8-1	EXTERIOR DETAILS	Issue for Bid	2016/09/28
233	A8-2	BUILDING & STAIR DETAILS	Issue for Bid	2016/09/28
234	ID2-1	INTERIOR FINISH SCHEDULE 1ST FLOOR FINISH PLAN	Issue for Bid	2016/09/28
235	ID2-2	2ND FLOOR FINISH PLAN	Issue for Bid	2016/09/28
236	ID2-3	3RD FLOOR FINISH PLAN	Issue for Bid	2016/09/28
STRUCTURAL – 3650 W. CONGRESS				
237	S1-1	GENERAL NOTES	Issue for Bid	2016/09/28
238	S2-1	100 FOUNDATION AND FRAMING PLAN	Issue for Bid	2016/09/28
239	S2-2	200 FRAMING PLAN	Issue for Bid	2016/09/28
240	S2-3	300 FRAMING PLAN	Issue for Bid	2016/09/28
241	S2-4	ROOF FRAMING PLAN	Issue for Bid	2016/09/28
242	S3-1	TYPICAL CONCRETE DETAILS	Issue for Bid	2016/09/28
243	S3-2	CONCRETE DETAILS	Issue for Bid	2016/09/28
244	S4-1	TYPICAL STEEL DETAILS	Issue for Bid	2016/09/28
245	S4-2	STEEL DETAILS	Issue for Bid	2016/09/28
246	S4-3	STEEL DETAILS	Issue for Bid	2016/09/28
ELECTRICAL – 3650 W. CONGRESS				
247	E-1	FIRST FLOOR ELECTRICAL PLAN	Issue for Bid	2016/09/28
248	E-2	SECOND FLOOR ELECTRICAL PLAN	Issue for Bid	2016/09/28
249	E-3	THIRD FLOOR ELECTRICAL PLAN	Issue for Bid	2016/09/28
250	E-4	ROOF ELECTRICAL PLAN	Issue for Bid	2016/09/28
251	E-5	ELECTRICAL RISER DIAGRAMS	Issue for Bid	2016/09/28
252	E-6	ELECTRICAL NOTES, SCHEDULES & DETAILS	Issue for Bid	2016/09/28
253	E-7	ELECTRICAL SITE PLAN	Issue for Bid	2016/09/28
MECHANICAL – 3650 W. CONGRESS				
254	M-1	FIRST FLOOR HVAC PLAN	Issue for Bid	2016/09/28
255	M-2	SECOND FLOOR HVAC PLAN	Issue for Bid	2016/09/28
256	M-3	THIRD FLOOR HVAC PLAN	Issue for Bid	2016/09/28
257	M-4	ROOF HVAC PLAN	Issue for Bid	2016/09/28
258	M-5	HVAC NOTES & SCHEDULES	Issue for Bid	2016/09/28
259	M-6	HVAC VENTILATION SCHEDULE	Issue for Bid	2016/09/28
PLUMBING – 3650 W. CONGRESS				
260	P-1	FIRST FLOOR PLUMBING PLAN	Issue for Bid	2016/09/28
261	P-2	SECOND FLOOR PLUMBING PLAN	Issue for Bid	2016/09/28
262	P-3	THIRD FLOOR PLUMBING PLAN	Issue for Bid	2016/09/28
263	P-4	ROOF PLUMBING PLAN	Issue for Bid	2016/09/28
264	P-5	PLUMBING NOTES, SCHEDULES & RISER DIAGRAMS	Issue for Bid	2016/09/28

XIII. 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, 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 hard copy format pursuant to Paragraph 6 of the CHA's "Special Conditions of the Contract for Construction".
- B. **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 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 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.

- C. **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 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 amount of;

LIQUIDATED DAMAGES: \$1,500/per calendar 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.

IX. 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 subcontract 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

X. ACKNOWLEDGEMENT OF BID DOCUMENTS AND INSTRUCTIONS: The Bidder acknowledges, by signing the contract documents listed below, 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 the required Contract Documents, as indicated by the check mark below.

Required documents to be fully executed and submitted with Bid	Required Notarized documents	Contract Documents
√		Invitation for Bid all BF pages
√		Special Conditions – Supplement to HUD-5370
√		HUD: General Conditions for Construction Contracts – Public Housing Programs (Form HUD-5370);*
√		Instructions to Bidders for Contracts” (Form HUD-5369)*
√		Representations, Certifications, and Other Statements of Bidders (Form HUD-5369-A)*
√		Bid Bond*
√	√	Contractor’s Affidavit*
√	√	(Schedule A) MBE/WBE/DBE Utilization Plan *
√	√	(Schedule B) Section 3 Utilization Plan*
√		(Schedule C) MWDBE and Section 3 Subs*
√	√	Contractor’s Affidavit of Uncompleted Work*
√		Previous Participation Certificate” (Form HUD-2530)*
√		Statement of Bidder’s Qualifications*
√		Subcontractor Information Submittal*
√		Certificate of Liability Insurance -Minimum Insurance Requirements
√		Contractor’s Financial/Income Tax Statement
√		Equal Employment Opportunity Compliance Certificate*
		Amendment(s) to Special Conditions, if any (such as the CHA’s M/W/DBE Policy *
		Amendment(s) to General Conditions, if any
		General Wage Decision” (Davis-Bacon Act) Note: Davis-Bacon prevailing wage rates are subject to change, pursuant to 29 CFR Part 5
		Performance and Payment Bond or Bonds*
		Technical Specifications and Drawings
		Non-Collusive Affidavit
		CHA Ethics Policy *
		Instructions to Contractors Regarding Affirmative Action Under Executive Orders 11246 and 11914, all inclusive
		For consideration: Waiver Request: M/W/DBE Participation Commitments

* These documents are made available through the CHA’s website, www.thecha.org.

DOCUMENT SUBMITTAL CHECKLIST

The following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. ☒ Invitation for Bid
2. ☒ Bid Security: Guarantee (Bid Bond)
3. ☒ Bidder Acknowledges Receipt of Addenda
4. ☒ Licenses
5. ☒ Summary of Contractor's Qualifications (Bidder Profile)
6. ☒ Contractor's Financial Statements
7. ☒ Critical Path Method Summary Project Schedule (Paper Copy)
8. ☒ Schedule A - MBE/WBE/DBE Utilization Plan
9. ☒ Schedule B – Section 3 Utilization Plan
10. ☒ Schedule C – Letter of Intent M/W/DBE and or Section 3 Business Concern Subcontractors, Suppliers, Consultants
11. ☒ Contractor's Affidavit of Uncompleted Work
12. ☒ Previous Participation Certificate" (Form HUD-2530)
13. ☒ Statement of Bidder's Qualifications
14. ☒ Subcontractor Information Submittal
15. ☒ Equal Employment Opportunity Compliance Certificate
16. ☒ Special Conditions – Supplement to HUD-5370
17. ☒ HUD: General Conditions for Construction Contracts – Public Housing Programs (Form HUD-5370)
18. ☒ Instructions to Bidders for Contracts" (Form HUD-5369)
19. ☒ Representations, Certifications, and Other Statements of Bidders (Form HUD-5369-A)
21. ☒ CHA Ethics Policy
22. ☒ Contractor's Affidavit
23. ☒ Certificate of Liability Insurance-minimum insurance requirements

BID EXECUTION AND ACCEPTANCE

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 shall result in the Entire Bid Package being deemed non-responsive. Two (2) copies of this Invitation for Bid must be submitted and must bear original signature.

By signing this Bid Execution and Acceptance page 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 below based upon the Contractor's bid contained herein, as entered below 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.

ALL CHICAGO INC

(Business/Contractor's Name)

By: Sitara Khan
(Signature)

DATE: 02/27/2017

SITARA KHAN

(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: 4100 W. BELMONT AVE

City, State, Zip: CHICAGO, IL 60641

Taxpayer ID. No: [REDACTED]

Telephone No: (773-286-4600)

Fax No: (773-777-4141)

Email: NICK@ALLCHICAGOINC.COM

100601

(Vendor Code)

12021

(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 Lump Sum Base Bid amount of

Nine Million Five Hundred Seventy Five Thousand Two Hundred Dollars
(\$ 9,575,200.00) subject to the terms, conditions and requirements contained in the "Contract Documents".

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 Five Hundred and Forty Five (545) Days The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens
Dionna Brookens

Date Signed: 4/4/2017

Title: Chief Procurement Officer
Chicago Housing Authority
60 East Van Buren St, 13th Floor
Chicago, IL 60605

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

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.

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

- (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.
- (p) The term "Baseline Work Schedule" shall mean the complete initial CHA approved construction schedule prepared by the Contractor showing the construction plan prior to the start of construction, based on the Contract Schedule Exhibit. The Baseline Work Schedule will serve as the baseline against which all payments and changes will be analyzed.
- (q) The term "Basis of Schedule" shall mean the CHA approved document prepared by the Contractor describing the development of the Baseline Work Schedule.
- (r) The term "Fragnet" shall mean a subnet of the overall project network schedule. A fragnet is made up of related work activities to allow greater detail and better control of the work. It is the sequence of new activities that are proposed to be added to the existing schedule to illustrate changes to the whole network.
- (s) The term "Lag" shall mean the time delay between the time when an activity ends and a successive activity ends.
- (t) The term "Lead" shall mean the time delay between the first activity starting and the successive activity beginning.
- (u) The term "Schedule Update" shall mean the process of recording progress by moving the data date to the successive month to reflect the activities completed during the working period. Upon approval of the Schedule Update, this schedule will become the new target.
- (v) The terms "Special Project Delay Report" or "SPDR" shall mean the documents demonstrating a delay to the project schedule. A special delay report consists of a schedule including fragnets and a narrative report describing the delay. These documents serve as the basis for a contract extension request.
- (w) The term "Recovery Schedule" shall mean a schedule showing special efforts and adjustments to expedite the remaining activities and recover lost time in an attempt to meet the existing contractual milestone(s). A recovery schedule is required when the projected finish date is no longer showing a timely completion.
- (x) The term "Substantial Completion" shall mean the stage in the progress of work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. (Section A.9.8.1 of the American Institute of Architects).
- (y) The term "Target Schedule" shall mean the approved Baseline Work Schedule or Schedule Update to which all subsequent schedules are compared. Upon approval, each schedule will become the target for the ensuing month.
- (z) The term "Work Breakdown Structure" or "WBS" shall mean the CHA approved hierarchical listing of products, components, work tasks, and services that are to be completed for the Work. The WBS defines, organizes and graphically displays the entire

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

scope of work, including submittals and procurements to complete the project.

(aa) The term "Work Schedule" shall mean a critical path method (CPM) schedule that includes all engineering, procurement, construction and testing activities covering the time from the start date through final completion.

2. Contractor's Responsibility for Work

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.

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

- (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) Based on the CHA's proposed start and completion date(s) set forth in the Specification Bid Form pages, the Contractor shall prepare a Work Schedule covering the time from the start date through final completion.

- (2) The use of CPM schedules by the Contractor is strictly required for assurance of schedule integrity. In general, the Contractor shall develop and use a CPM schedule that contains sound, thorough logic and that consistently reflects the true scope and status of the work. 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.

- (3) Work Schedule float shall belong to the CHA.

- (4) The Contractor shall use Oracle Primavera P6 Professional Project Management version 6.2 or greater.

(5) Baseline Work Schedule Development

- (i) Prior to mobilization to the Project Site, and no later than ten (10) days after receipt of the Notice to Proceed, the Contractor shall submit three (3) copies of the Baseline Work Schedule. If requested by the CHA, the Contractor shall participate in a meeting to discuss, review and evaluate the proposed Baseline Work Schedule.
- (ii) 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 and approved by the CHA within thirty (30) days after the Notice of Award or prior to submittal of the first application for payment.
- (iii) The Baseline Work Schedule shall include all work to be performed per the contract, including submittals, material fabrication and delivery, and construction and closeout activities.
- (iv) The Baseline Work Schedule shall be developed using Critical Path Method (CPM) scheduling technique in precedence format with a single logical start and finish milestone.
- (v) The Baseline Work Schedule shall provide a step by step illustration of the entire Scope of Work from Notice to Proceed through Final Completion / Asset Management Signoff and closeout activities.

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

- (vi) The Baseline Work Schedule shall include all contractor, subcontractor, and sub-subcontractor work activities, the activities of Company, Company's other contractors and other third party interfaces, including but not limited to: receipt of CHA provided materials, information, permits, reviews, approvals, tests, vendor technical support, delivery and decision points. The Baseline Work Schedule shall:
 - (a) Be coded with the approved WBS for all activities of the Work (including engineering, procurement, construction, and closeout).
 - (b) Be consistent with the Contract Schedule Exhibit
 - (c) Show the critical path
 - (d) Represent Contractor's best judgment as to how the Contractor shall complete the Work in compliance with the Contract Schedule Exhibit, keeping in mind the sequencing of work to minimize tenant interruptions
- (vii) The Baseline Work Schedule must be activity coded with appropriate phase of work, location, work type, and contractor name – including subcontractors and second tier contractors.
- (viii) The Baseline Work Schedule must be cost loaded with the costs as described in the schedule of values at the activity level. It is recommended to cost load every activity in the schedule with a lump sum amount.
- (ix) The level of detail of the Baseline Work Schedule shall be of sufficient detail to satisfy the CHA's requirements for progress monitoring and coordination interfaces with other parties.
- (x) The Baseline Work Schedule shall be used to assist contractors and the CHA to mitigate and minimize delays.
- (xi) All non-working periods at any location where work is performed such as holidays and non-working periods shall be defined during the development of the Baseline Work Schedule and incorporated into the planning software calendar.
- (xii) The Contractor shall include all CHA standard holidays in the development of the Baseline Work Schedule referenced below:
 - (a) New Year's Day
 - (b) Martin Luther King Jr. Day
 - (c) President's Day
 - (d) Memorial Day
 - (e) Independence Day
 - (f) Labor Day
 - (g) Columbus Day
 - (h) Veteran's Day
 - (i) Thanksgiving Day
 - (j) Day after Thanksgiving Day
 - (k) Christmas Day
- (xiii) The Contractor shall include the Baseline Work Schedule activities and periods representing the time required by the CHA to complete review and approval for agreed deliverables / submittals.
- (xiv) The Contractor shall provide a Basis of Schedule narrative with the Baseline Work Schedule submittal. This document shall include:

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

- (a) Project description
 - (b) Scope of work broken down by WBS
 - (c) Description of the Sequence of Work
 - (d) Key Project dates and milestones
 - (e) Logic of construction sequences
 - (f) Detail of calendars used
 - (g) Critical path and low float path description and logic explanation
 - (h) Schedule threats
 - (i) Weather Windows (scheduled weather days)
 - (j) Issues and Concerns
 - (k) Assumptions
 - (l) Exclusions
- (xv) Baseline Work Schedule Narrative should contain a signed acknowledgement of accuracy by the Contractor's assigned project manager and field superintendent. The Contractor shall prepare and submit the Basis of Schedule and Baseline Work Schedule to the CHA no later than 10 working days after the Notice to Proceed date to the following CHA representatives at a minimum: Project Manager, Field Manager, and Scheduler.
- (xvi) The final contractual milestone on the schedule shall be the project completion activity with the nomenclature of "Final Completion / Asset Management Signoff" in the activity description.
- (xvii) Closeout activities shall be indicated as in the contract exhibit and the following activities shall be complete by the Final Completion / Asset Management Signoff:
- (a) Collect Permits and Inspections
 - (b) Finalize As-Built Drawings
 - (c) Complete Project, Warranty and O&M Manuals
 - (d) User Training and Instructions
 - (e) Contractor Demobilization
 - (f) Submit Closeout Documentation to the Architect.
- (xviii) Closeout activities which are indicated beyond the milestone "Final Completion / Asset Management Sign-off (address)" shall be identified as following:
- (a) Architect's Review – 4 week duration
 - (b) CHA Review – 1 week duration
 - (c) Prepare Final Payment – 1 week duration
 - (d) (Address) Project Complete – Finish Milestone
- (xix) The Baseline Work Schedule shall be delivered to the CHA in native file format and PDF format for review and approval.
- (xx) The Baseline Work Schedule is subject to approval by the CHA per the terms of this section. If requested by the CHA, the Contractor shall participate in a meeting to discuss, review, and evaluate the proposed Baseline Work Schedule.
- (xxi) Once the Basis of Schedule and Baseline Work Schedule are approved by the CHA, they shall not be modified in any way without the written approval of the CHA.

SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION

- (xxii) In addition to the requirements in this section, the Contractor is to follow all requirements in development of the Baseline Work Schedule as are outlined in section 6(d)(6), "Additional Work Schedule Requirements"

(6) Additional Work Schedule Requirements

- (i) The Contractor shall follow the industry best practices in developing and maintaining the required schedules, including but not limited to:
 - (a) No open ended activities
 - (b) No use of start constraints
 - (c) Minimal use of finish constraints
 - (d) No constraints that over-ride logic
 - (e) No negative leads and no lags
 - (f) The use of only FS, SS, or FF relationships
 - (g) Minimization and justification for the number of calendars used
 - (h) Logic consistency throughout the schedule
 - (i) Submittal and Delivery Tasks
 - (1) Should include a level of detail to each task and subcontractor.
 - (2) Material fabrication and delivery durations shall be documented on the construction schedule if it meets the following requirements:
 - If material fabrication and delivery has a duration of 15 days or more on a project with less than a 180 calendar day duration.
 - If material fabrication and delivery has a duration of 25 days or more on projects with a duration of 181 through 365 days.
 - If material fabrication and delivery has a duration of 30 days or more on projects with a duration of 365 days or more.
 - (3) Material Submittal and Delivery items with less than 5 days of float shall be shown on the construction schedule
 - (4) 10 working days shall be allocated for CHA/Architect submittal review activities
 - (j) Unique and specific activity descriptions that clearly define the task
 - (k) Use of retained logic as the scheduling method
 - (l) The number of activities on the critical path must not exceed 30% of project schedule activities on IFB projects.
 - (m) Projects with a duration less than 180 calendar days must not have construction activities with a greater than 10 day duration
 - (n) Projects with a duration between 181 and 364 calendar days must not have construction activities with a greater than 15 day duration.
 - (o) Projects with a duration greater than 365 calendar days must not have construction activities with a greater than 20 day duration.
 - (p) All material submittal, fabrication and delivery activities shall have a duration that is reasonable considering the level of detail of the schedule.
 - (q) All construction related activities shall have a duration that is reasonable considering the level of detail of the schedule.
 - (r) All activities, (with the exception of cure time), shall have their duration estimate expressed in working days.
 - (s) All tasks should be geographically separated (floors or apartments)
 - (t) If an activity occurs in two or more non-continuous timeframes, enter a separate activity for each occurrence
 - (u) Tasks requiring an expenditure of time, but not other resources (drying, curing, setting)

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- (v) Tasks performed by different trades or work crews
- (w) Tasks performed by different subcontractors
- (x) Tasks performed by other contractors having an impact on the work
- (y) Inspection, approval and review tasks by the CHA, Architect, or other governmental agencies having an impact on the work including, but not limited to:
 - (1) ADA Inspection
 - (2) 50% Inspection
 - (3) 95% Inspection
 - (4) 100% Inspection
 - (5) Asset Management Inspection
 - (6) Environmental
 - (7) City of Chicago Inspections
- (ii) The schedules shall be named uniquely for each project following the nomenclature listed below:
 - Contract number 00 (baseline work schedule) i.e. 17000 00
 - Contract number 01 (first update) i.e. 17000 01
 - Contract number 02 (second update) i.e. 17000 02
 - Contract number 03 (etc ...) i.e. 17000 03
 - Contract number AB (As Built Schedule) i.e. 17000 ABAll schedules which are submitted as a revision must be succeeded with an R_ in the name of the schedule. i.e. 17000 02 R1
- (iii) The .PDF schedule file shall include the following columns as a minimum:
 - (a) Activity ID
 - (b) Activity Description
 - (c) Early Start
 - (d) Early Finish
 - (e) Original Duration
 - (f) Remaining Duration
 - (g) Total Float
 - (h) Budgeted Cost
 - (i) Earned Value
 - (j) Logic Ties (shown on the Gantt Chart)
- (iv) Revisions necessary as a result of schedule review or meeting shall be submitted for approval to the CHA and its project manager within five working days of receipt of the rejected schedule review or meeting.
- (v) The construction schedule should show the "Final Completion / Asset Management Signoff (address)" as the final activity which shall match the contractual end date. This milestone shall contain a "finish on or before" constraint which will be the same as the contractual finish date. This constrained date may change in the event of board or change order committee approval of a contract modification.

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(7) Weekly Schedule Update

- (i) 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:
 - (a) Three hardcopies and an electric copy in .pdf format provided via email of a chart showing activities of the previous week and a three week 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.
 - (e) **Three week look-ahead schedules shall be generated directly from the project schedule.**

(8) Monthly Schedule Update

- (i) Not later than the 5th working day of the month, the Contractor shall present the owner with a document entitled "Monthly Schedule Update".
- (ii) All planning, scheduling and progress measurement documents developed by the Contractor pursuant to this document shall be provided to the CHA in native file format and .PDF format on a monthly basis, with the data date of the schedule falling on the first day of the successive month.
- (iii) This report should include at minimum:
 - (a) A bar chart of the network showing all activities and highlighting the critical path.
 - (b) A bar chart of the network showing activities of the last two weeks and a three week look-ahead
 - (c) A critical path schedule isolating only activities highlighted on the critical path.
 - (d) A schedule narrative including:
 - (1) Whether the project is proceeding in accordance with the target schedule
 - (2) Comments on the project critical path
 - (3) Variance Chart for Contractual and Non-Contractual Milestones:
i.e.

Milestone Name	Baseline Early/Actual Finish	Update Early/Actual Finish	Variance
Notice to Proceed	2/1/2017	2/1/2017 A	0 days
Floor 3 Finish	5/6/2017	5/9/2017 A	3 days
Floor 2 Finish	6/8/2017	6/9/2017	1 day
Floor 1 Finish	8/16/2017	8/16/2017	0 days
Exterior Finish	8/12/2017	8/12/2017	0 days

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Final Completion / Asset Management Signoff 123 Name of Street	8/22/2017	8/22/2017	0 days
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- (4) List of activities completed in the preceding month
- (5) List of activities planned to start during the next month
- (6) List of critical items requiring action of the Architect or CHA
- (7) Proposed change order status log.
- (8) All Changes in logic
- (9) Added or deleted activities
- (10) Change in original duration
- (11) Change in critical path. A detailed discussion of the critical path is required.
- (12) Change in asset management signoff date(s)
- (13) Change in calendars
- (14) Activity description change
- (15) Change in resources/costs

- (iv) The schedule update shall not contain any of the following deficiencies:
 - (a) Any change to items 7 – 14 above that are not listed in the narrative
 - (b) Drop in activity % complete
 - (c) Diminished Earned Value
 - (d) Deleted Actual Starts
 - (e) Deleted Actual Finishes
 - (f) Activities status beyond the project data date
- (v) Any changes to scope shall be accompanied with a change to the budgeted cost to complete the project. This should match the costs associated with the bulletin or change order.
- (vi) In the case of the schedule showing the project not completing within 15 calendar days of the final completion / asset management signoff date(s), additional documentation may be required for the approval of the schedule update.
 - (a) A Recovery Schedule – See section 6(d)(9), "Compliance with Contractual Milestones"
 - (b) A Special Project Delay Report (SPDR) – See section 6(d)(9), "Compliance with Contractual Milestones"
- (vii) In addition to the requirements in this section, the Contractor is to follow all requirements in development of the Baseline Work Schedule as are outlined in the section 6(d)(6), "Additional Schedule Requirements"

(9) Compliance with Contractual Milestones

- (i) There shall be no changes in the contractual milestone(s) unless a change order is executed.
- (ii) A recovery schedule should be developed when modifying the schedule logic can bring the project back on schedule. A SPDR is developed when changing the logic will not bring the project back on schedule and a revised completion date must be set through the issuance of a time extension.
- (iii) Recovery Plan

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- (a) If the contractual milestones can be reached by expediting the remaining activities in the schedule, a recovery plan should be provided.
 - (b) A recovery plan must contain all the information as required in a Monthly Schedule Update; however, it must include the detailed narrative showing what the Contractor changed to get the project back on schedule. It shall set forth the Contractor's plans for restoring the work to the target work schedule and mitigating any adverse effects of the projected delay.
- (iv) Special Project Delay Report
- (a) A Special Project Delay Report is required when, after delay mitigation, the contractual milestone "Final Completion / Asset Management Sign-off" cannot be brought within 15 working days of the contractual end date.
 - (b) Within five days of any event for which a Special Project Delay Report is required, the Contractor shall submit a written report describing the delay and how the schedule has been adversely affected.
 - (1) Include detailed explanation of the delay;
 - (2) Analyze who is responsible for the delay;
 - (3) Show the Contractor's plan to mitigate any additional; adverse effects of the projected delay; and,
 - (4) Include the number of days requested toward the contractual end date
 - (c) Within 10 days of any event for which a Special Project Delay Report is required, the Contractor shall submit a construction schedule using the most recently approved schedule update. The schedule shall follow these requirements
 - (1) Show a "fragnet" describing the delay in a separate WBS
 - (2) The "fragnet" should be logically linked into the construction schedule as described in the Special Project Delay Report narrative.
 - (d) The Special Project Delay Report cannot be used as a standalone monthly schedule update.
 - (e) The CHA shall review each Special Project Delay Report to determine if it fulfills the requirements of this section and shall determine, in its sole discretion, whether the delay specified (or any part thereof) is an excusable event of delay and the number of days that should be approved.
 - (f) Upon acknowledgement of the SPDR by the CHA, any time extension reflected in the Special Project Delay Report must also be reflected in an attempt to mitigate this delay in the following schedule update.
 - (g) The Contractor's failure to submit a Special Project Delay Report in a timely matter in accordance with this subparagraph shall constitute a full and final waiver of any and all rights whatsoever to a change in the Work Schedule or the Final Completion date for such delay event, and the Contractor shall not be entitled to any relief or any modifications to the Work Schedule.
- (10) As Built Schedule
- (i) The Contractor shall submit an as built schedule upon the successful completion of the contractual milestone "Final Completion / Asset Management Signoff"

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- (ii) The update shall follow the same procedure as described in Section above entitled Monthly Schedule Update.
- (iii) The data date for this update shall be the same date as the final Asset Management Sign-Off Milestone.

(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.

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

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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

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

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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
 - (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.

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- (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

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- (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.
- (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 this 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.

18. Clean Air and Water

- (b) In addition to other applicable statutes, regulations and ordinances, the Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:
 - (1) The Clean Air Act (42. U.S.C. 7401, et. seq.), and any amendments thereto;
 - (2) The Clean Water Act (33 U.S.C. 1251 et. seq.), and any amendments thereto;
 - (3) The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCRA) of 1976 (42 U.S.C. 6901, et. seq.), and any amendments thereto;
 - (4) The Toxic Substance Control Act (TSCA) (15 U.S.C. 2601 et. seq.), and any amendments thereto;
 - (5) The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), and any amendments thereto;

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- (6) Illinois Environmental Protection Agency regulations, and any amendments thereto;
 - (7) Illinois Department of Labor regulations, and any amendments thereto; and
 - (8) City of Chicago Ordinances, and any amendments thereto.
- (c) In the performance of the Work, the Contractor shall not transact business with any company's facility that appears on the U.S. EPA's "List of Violating Facilities" (EPA List) as established by Executive Order 11738, and the U.S. EPA's Implementing Regulations found at 40 CFR Part 15, and any amendments thereto. In the event that the Contractor is the owner of a Facility on the EPA List, or the Contractor has breached any of the provisions of this Section 18; the CHA, at its option, may terminate this Contract.
- (d) 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.

19. Energy Efficiency

20. Inspection and Acceptance of Construction

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- (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.

26. Order of Provisions

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)

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- (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 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 27(d): Obtaining the concurrence of the Architect shall be the responsibility of the Contractor.
- (j) 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 thereunder 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,

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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 is 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.

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.
- (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

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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 simultaneously 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 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

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- (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

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- (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.
 - (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 described in Section 6.
 - (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,

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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 canceled 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

- (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.

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- (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.
- (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.

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- (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

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forth in the contract documents and Work Schedule, the sum of \$1500 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 requirements have 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:

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- (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, invitees and visitors, from the negligent acts, omissions and errors of the Contractor, its officers, directors, officials, sub-contractors, joint venture partners, agents, or employees. The insurance carriers used by the Contractor must be authorized to conduct business in the State of Illinois and 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

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- (1) Workers' Compensation and Occupational Disease Insurance is required 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 each accident, \$500,000 each employee, \$500,000 policy limit.
- (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). 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 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.
- (4) Professional Liability (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.
- (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**

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

- (7) **Lead/Asbestos Abatement Liability** is required 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** is required 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 or Excess Liability 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 shall submit a Certificate of Insurance via an email to the CHA Procurement Specialist, preferably in a Readable PDF format, or other satisfactory evidence (subject to approval of the CHA) confirming that the Contractor and its subcontractors have the insurance coverage set forth above. The Certificate of Insurance evidencing the required coverage shall be in force on the Effective Date of the Contract. The required documentation must be received prior to the Vendor commencing work under this Agreement. **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**

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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.

(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 or such similar evidence must be received, **via an email to the CHA Procurement Specialist, 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.

- (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:

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- (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. **The General Contractor should be listed as the Certificate Holder. The General Contractor and CHA must be endorsed as additional insureds on the subcontractor's Policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the additional insureds.**

(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.

(n) This Paragraph 36 shall be included in all subcontracts at every tier.

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)

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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 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 Enterprise, 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.

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- (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 MBEWBE/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 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, Ill. 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

Section 750. APPENDIX A EQUAL EMPLOYMENT OPPORTUNITIES

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- (1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- (2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental

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disability unrelated to ability, military status or an unfavorable discharge from military service.

- (4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- (5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- (6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- (7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968

41. Interest of Members of Congress

42. Interest of Members, Officers or Employees and Former Members, Officers, or Employees

If any member, officer or employee of the CHA involuntarily acquires any interest direct or indirect in the Project, this Contract or the proceeds thereof or had acquired any such interest prior to appointment or employment of such member, officer, or employee, then such person shall immediately disclose any such interest in writing to the CHA.

Upon any such disclosure, a member, officer, or employee of the CHA, shall not participate in any action of the CHA relating to the Project or this Contract in which it may have any such interest. No member or delegate to the Congress of the United States of America, or sitting Commissioner of the CHA, or member of the Legislature of the State of Illinois, or member of the City Council of the City of Chicago, Illinois shall be admitted to any share or part of the Contract or to any benefit to arise therefrom; provided that this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

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The Contractor shall flow down the provisions of this Section 42 titled "Interest of Members, Officers or Employees and Former Members, Officers, or Employees" to subcontractors at every tier.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (c) No person or business entity shall be awarded a contract or subcontract for a period of at least five (5) years from the date of conviction or entry of a plea or admission of guilt, for the following disqualifying acts, if that person or business entity:
- (1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity.
 - (2) Has been convicted of an act committed, within the State of Illinois, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. sec. 1 et. seq.), or has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois.
 - (3) Has been convicted of an act committed, within the State of Illinois, of price fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act (15 U.S.C §1 et. seq.), or has been convicted of price fixing or attempting to fix prices under the laws of the State of Illinois.
 - (4) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois.
 - (5) Has made an admission of guilt of such conduct as set forth in subparagraphs (1) through (4) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to.
 - (6) Has entered a plea of nolo contendere to charges of such conduct as is set forth in subparagraphs (1) through (4) above.
- (d) For purposes of this Section 43, "business entity" means a corporation, partnership, trust, association, unincorporated business or individually owned business. Where an official, agent, or employee of a business entity committed the disqualifying acts set forth in paragraph (c) above, on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct and disqualified.
- (e) A business entity shall also be disqualified if it employs as an officer any individual who was an officer of another business entity at the time the latter committed a disqualifying act.
- (f) A business entity shall also be disqualified if any owner who controls, directly or indirectly, 20% or more of the business was an owner who directly or indirectly controlled 20% of another business entity at the time the latter committed a disqualifying act.
- (g) Any contract or subcontract found to have been awarded in violation of this Section 43 shall be voidable at the discretion of the CHA Board of Commissioners. Payment for Work

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completed at the time of any such voiding shall be at a quantum meruit rate less liquidated damages equal to twenty five percent (25%).

- (h) The Contractor shall flow down the provisions of this Section 43 titled "Limitations on Payments Made to Influence Certain Federal Financial Transactions" to subcontractors at every tier.

44. Royalties and Patents

45. Examination and Retention of Contractor's Records

- (d) The CHA shall furnish to the Contractor all Project related data and documents, whether recorded on paper or electronically recorded media such as, but not limited to, audio tapes, computer disks, internal drives, software programs, and photographs ("Project Documents") readily available to the CHA that are necessary for the Contractor's efficient and effective provision of the Work, to the extent such Project Documents are not proprietary or confidential to another party. In the event necessary Project Documents are not readily available to the CHA, the CHA shall cooperate with the Contractor to obtain such Project Documents in an expeditious manner.
- (e) The Parties agree that the CHA shall retain title to and possession of all Project Documents furnished to the Contractor. The Contractor will be permitted to retain reproducible copies of all non-confidential or non-proprietary Project Documents.
- (f) The Contractor agrees to be fully bound by any confidentiality or proprietary agreement imposed on the CHA with regard to similarly protected Project Documents, and/or to enter into any reasonable confidentiality or proprietary agreement proposed by the CHA before accepting receipt of confidential or proprietary Project Documents.
- (g) The Parties agree that the Contractor shall furnish to the CHA, and the CHA shall be given title to and possession of, all data and documents, whether recorded on paper or electronically recorded media such as, but not limited to, audio tapes, computer disks or internal drives, and software programs; photographs and all deliverables required pursuant to this Contract, procured by or developed by the Contractor in regard to the Project ("Contractor's Records"). The Contractor will be permitted to retain reproducible copies of all non-confidential or non-proprietary Contractor Records.
- (h) In the event of termination of this Contract for any cause, Contractor expressly agrees to immediately give possession of all Project Documents and Contractor's Records it has possession of or custody over, whether complete or in process, with respect to the Project and this Contract, to the CHA. Contractor waives all rights to a temporary restraining order or injunction with regard to enforcement of this provision. The CHA shall have the right to use the Project Documents and Contractor's Records at any time without restriction or limitation and without compensation to the Contractor other than that provided in this Contract.
- (i) The Contractor agrees at any time during the performance of the Work that all Project Documents and Contractor's Records shall be made available to the CHA for review or use to the extent such review or use does not unduly delay or interfere with the provision of the Work.

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- (j) The Contractor expressly agrees that it shall retain and maintain all records and documents, to include Project Documents and Contractor's Records, relating to this Contract for three (3) years after final payment or any applicable statute of limitations, whichever is longer, and make them available for inspection and audit by an authorized representative of the CHA at all reasonable times. The accounting records and all supportive documentation shall be maintained in such a manner that will provide for a separation between direct and indirect costs. All reports and results of such audits will be made fully available to the CHA on a timely basis.
- (k) The Contractor shall flow down the provisions of this Section 45 titled "Examination and Retention of Contractor's Records" to subcontractors at every tier.

46. Labor Standards – Davis-Bacon and Related Acts

47. Non-Federal Prevailing Wage Rates

48. Procurement of Recovered Materials

49. Hold Harmless and Indemnification

- (a) The Contractor shall indemnify, defend, and hold harmless the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from (directly or indirectly), or arising out of the violation or breach of any term of this Contract or the negligent acts, errors, or omissions of the Contractor, its officers, employees, agents, subcontractors, materialmen, or representatives arising in tort or in the performance of the Work under this Contract.
- (b) The Contractor shall indemnify and hold harmless the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors from and against any and all claims and demands of third persons resulting from the Contractor's non-compliance with any of the provisions of the CHA's policies and directly related governmental statutes regarding Equal Employment Opportunity, Disadvantaged Business Enterprise, and other similarly titled policies and statutes.
- (c) The extent of this Section 49 shall not be limited by the insurance the Contractor provides and/or by the insurance required by Section 36 hereof or Section 36 of the General Conditions.
- (d) The Contractor further agrees that it will not hold the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors responsible for loss, damage or injury caused by any fault or negligence of other consultants or contractors providing work or services in connection with the Project. The Contractor agrees that it will look solely to said consultants or contractors for recovery from them, or any of them, for any such damage or injury.
- (e) The Contractor's duties and responsibilities under this Section 49 include, without limitation, investigation and defense of any such claims asserted or suit brought against the CHA, its respective commissioners, board members, officers, directors,

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agents, construction management firm, employees, vendors, invitees and visitors, and payment of any judgment against CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors resulting from any such claim or suit. It is further agreed that the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors have the right, at their respective option, to participate in any such claim resolution or litigation without, however, relieving the Contractor of its obligations hereunder; and further provided that this Section 49 shall not apply to injury, sickness, disease, death or destruction, the proximate cause of which is an act or omission of the CHA.

- (f) The Contractor shall flow down the provisions of this Paragraph 49 titled "Hold Harmless and Indemnification" to subcontractors at every tier.

50. Notices

- (a) All notices, demands, requests, instructions, approvals, proposals, change orders and claims related to this Contract must be made in writing.
- (b) Any notice to or demand upon the Contractor or its subcontractors shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as it may from time to time designate in writing to the CHA; or, deposited in the United States mail in a sealed postage-prepaid envelope; or, if delivered with charges prepaid to any nationally recognized express delivery company such as FedEx, UPS, or DHL for next business day delivery; and, in each case addressed to such office.
- (c) All papers required to be delivered to the CHA or the Architect shall, unless otherwise specified in writing to the Contractor, be delivered to the Chicago Housing Authority, Capital Construction Division, 60 East Van Buren St., 13th Fl., Chicago, Illinois 60605, and any notice to or demand upon the CHA or Architect shall be mailed in a sealed postage-prepaid envelope or if delivered, with charges prepaid to any nationally recognized express delivery company such as FedEx, UPS, or DHL for next business day delivery; for delivery to the CHA at such address, or to such other representatives of the CHA at such other address as the CHA may subsequently specify in writing to the Contractor for such purpose.
- (d) The Contractor shall flow down the provisions of this Section 50 titled "Communications" to subcontractors at every tier.

51. Lead-Based Paint Abatement

- (a) The Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act as documented in 24 CFR 35. In addition, neither the Contractor nor any of its subcontractors shall, in any CHA residential property, non-residential property, day care center on CHA property, or other leased space on CHA property, in the course of any construction, rehabilitation, or modernization, use or permit the use of lead-based paint on any surface.

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(b) For the purpose of this prohibition, "lead-based paint" as defined in section 501 (3) of the Lead-Based Paint Poisoning Prevention Act as amended by Pub. L. 94-317 (42 U.S.C. § 4801 et. seq.) and the National Consumer Information and Health Promotion Act of 1976, means:

(3) Any paint containing more than five-tenths of 1 per cent lead by weight (calculated as lead metal) in the total non-volatile content of the paint or the equivalent measure or lead in the dried film of paint already applied or both; or

(4) With respect to paint which is manufactured after June 22, 1977, lead-based paint means any paint containing more than six one-hundredths of 1 per cent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

(c) The Contractor shall flow down the provisions of this Section 51 titled "Lead Based Paint Abatement" to subcontractors at every tier.

52. CHA's Project Manager

(a) The CHA shall designate a Project Manager ("PM") or similarly entitled individual with responsibility to monitor the Contractor's performance of the Work, receive information from the Contractor, interpret and define the CHA's requirements, make decisions with respect to the Work, monitor and assist in the resolution of problems and disputes, and provide coordination with work provided by others.

(b) The PM, or its designated deputy, the Field Manager, shall be the exclusive party through which the Contractor and its lower-tier subcontractors and suppliers communicate and transmit submittals to the CHA or any other party associated with the Project, unless otherwise designated in writing by the CHA.

53. Submittal of Documents after Award

(a) Submittal of Documents

The Contractor and its subcontractors shall **within ten (10) business days** after notification of award and prior to entry on the Work Site, execute, deliver and/or furnish the performance and payment bond and insurance certificates as required and specified in this Contract.

(b) Payrolls and Related Reports.

The Contractor is required to submit U.S. Department of Labor approved form WH-347 within five (5) days of the end of each work week to the CHA Contract Compliance Officer, Contract Compliance Division, Chicago Housing Authority, 60 East Van Buren St., 13th Fl., Chicago, Illinois 60605.

(c) Minimum Rates of Pay.

The minimum rates of pay shall be in conformance with those promulgated pursuant to the Davis-Bacon Act (40 U.S.C. §275a et. seq.) as determined and readjusted periodically by the U.S. Department of Labor's General Wage Decisions.

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(d) Subcontractor Responsibilities.

The Contractor shall flow down the provisions of this Section 53 titled "Submittal of Documents after Award" to subcontractors at every tier.

(1) 54. Contractor's Personnel

(a) The Contractor represents that it has, or shall immediately secure, experienced, qualified and professional personnel who shall perform the Work required pursuant to this Contract.

(1) Further to the above, the personnel provided by the Contractor shall be knowledgeable in good construction practices; able to exercise sound judgment; able to use appropriate tools and equipment; able to maintain a harmonious relationship with each other, the CHA, other contractors and the public; and, hold all the personal, business and professional licenses and registrations necessary to perform the Work.

(2) The qualifications of all of the Contractor's personnel assigned to the Project at any time shall be subject to the approval of the CHA.

(b) It is expressly understood and agreed by the Contractor that its personnel shall be employed under this Contract and on the Project at the pleasure of the CHA and that should such personnel not perform satisfactorily or for any other reasonable rationale not be satisfactory to the CHA, then the Contractor shall immediately replace said personnel ("Replaced Personnel") with other personnel acceptable to the CHA. The Contractor agrees to defend, indemnify and hold harmless the CHA from any action or claim asserted by or brought by Replaced Personnel.

(c) During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age (40+), marital status, or public assistance status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, employment notices which set forth the provision of this non-discrimination article.

55. Project Management Software

(a) The Contractor shall maintain the capability to communicate and collaborate with the CHA's Capital Construction Division and, where applicable, its construction manager, electronically via Meridian Project Systems™ Prolog Website®, Prolog Exchange® and Prolog Manager® which have been selected by the CHA for reporting milestone performance, cost control, document management and field management including data collection. The Contractor is required to communicate and collaborate with the CHA and its construction management representatives during all phases of the Work via Prolog Website®, Prolog Exchange®, and Prolog Manager®. The software for developing and maintaining the Work Schedule shall be Oracle Primavera P6 Professional Project Management version 6.2 or greater. The Contractor shall utilize Prolog Website® and Prolog Manager® (or such other project management software the CHA may adopt) for the following project management and document control functions, including but not limited to:

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- (1) Prepare Requests for Information ("RFI")
- (2) Prepare Submittal Packages
- (3) Maintain Submittal Register
- (4) Prepare Submittal Transmittals
- (5) Maintain Transmittals and Correspondence Logs
- (6) Prepare and respond to Hot List Items
- (7) Prepare and respond to Issues

The Contractor shall maintain the capability to create and/or receive general documents utilizing Microsoft Office.

IMPORTANT: All electronic data/files must be submitted on CD-ROMs. Failure to submit electronic data/files on CD-ROMs shall result in the entire Bid Package being deemed non-responsive.

(b) The Contractor must have the following minimum system requirements/capability to use the CHA's Prolog Website System:

- (1) PROCESSOR – minimum: Intel® Pentium III 600 MHz or equivalent processor; recommended: 1-gigahertz or faster.
- (2) MEMORY – minimum: 192 MB; recommended: 512 MB.
- (3) OPERATING SYSTEM – Microsoft® Windows® 2003 Server SP1 (32 bit English version only), Windows Server 2003 R2, Windows XP (Professional-with Service Pack 2), Microsoft Windows Vista (all versions).
- (4) BROWSER – minimum: Internet Explorer 5.01, SP2 with Authenticode® 2.0 (excluding Internet Explorer Macintosh Edition); recommended: Internet Explorer 7.x, or higher.
- (5) INTERNET SERVICE PROVIDER AND CONNECTION – Minimum Bandwidth: ISDN (128K/s); Recommended: Fractional T1 or higher.
- (6) Allow session cookies to pass and ActiveX controls to be downloaded.

(c) Notwithstanding paragraph 55(b), the Contractor shall maintain such minimum system requirements and capabilities as required for use with any project management systems the CHA may choose to implement during the term of the Contract.

56. Value Engineering

- (a) The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily to save money or improve performance under this Contract. A VECP is a proposal that requires a change to the existing Contract to implement and results in reducing the Contract price or estimated cost without impairing essential functions or characteristics, provided that it does not involve a change in deliverable end item quantities only or a change only to the Contract type. The Contractor shall share in any net acquisition savings realized from accepted VECP's in accordance with the sharing rates described below.

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- (b) Net acquisition savings means total acquisition savings, including instant, concurrent, and future Contract savings, less CHA costs. Instant Contract savings are the net cost reductions on this Contract, concurrent savings are measurable net reductions in the prices of other Contracts ongoing at the time the VECP is accepted, and future Contract savings are the product of the future unit cost reduction multiplied by the number of future Contract units scheduled for delivery during the sharing period.
- (c) As a minimum, the Contractor shall include in each VECP the following information:
 - (1) A description of the difference between the existing Contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
 - (2) A list and analysis of the Contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) A separate, detailed cost estimate for the VECP, compared with current costs.
 - (4) A description and estimate of the costs the CHA may incur in implementing the VECP.
 - (5) A statement of the time by which a Contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on Contract completion time or delivery.
 - (6) Identification of any previous submission of the VECP
- (d) The Contractor shall submit VECP's to the Contracting Officer, who shall notify the Contractor within forty five (45) days after receiving it with a decision as to its acceptance or rejection, unless the Contracting Officer informs the Contractor that additional time is needed for evaluation.
- (e) Any VECP may be accepted, in whole or in part, by the Contracting Officer's issuance of a modification to this Contract citing this clause. If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for the rejection. The rejection of any VECP submitted is not subject to the disputes and appeals process available to the Contractor for other Contract claims.
- (f) The Contractor's share of savings is determined by subtracting CHA costs from instant Contract savings and multiplying the result by fifty percent (50%) for fixed price Contracts or twenty five percent (25%) for cost reimbursement Contracts.
- (g) If the VECP is accepted, the Contractor grants the CHA unlimited rights in the VECP, except for data qualifying and submitted as limited rights data in accordance with the Rights in Data clause of this Contract.

57. Drug Free Workplace

The Contractor agrees to maintain a drug free Workplace and shall establish procedures and policies to promote a "Drug-Free Workplace". Further, the Contractor shall notify all employees and subcontractors of its policy for maintaining a "Drug-Free Workplace" and the penalties that may be imposed for drug-abuse violations occurring in the Workplace.

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The Contractor shall notify the CHA if any of its employees performing Work in connection with this Contract are convicted of a criminal drug offense at the Work Site no later than ten (10) days after such conviction. The Contractor shall flow down the provisions of this Section 57 titled "Drug Free Work Place" to subcontractors at every tier.

58. Disposition of Salvageable, Serviceable, and Repairable Materials

- (a) Title to all materials obtained from any portion of this Project and the immediate vicinity shall remain the property of the CHA, unless specifically identified by the Contracting Officer in writing, as non-salvageable, non-repairable, or unserviceable. Such unusable materials shall be disposed of or otherwise delivered to designated points in accordance with the instructions below.
- (b) Materials classified by the Contracting Officer as salvageable, serviceable or repairable ("Used Material") shall be delivered as directed to a CHA Warehouse or CHA Asset Manager, as identified by the Contracting Officer.
- (c) Contractors shall obtain a materials transportation authorization in writing, prior to transporting any Used Materials to the CHA Warehouse or identified CHA Asset Manager. The Contractor shall also obtain the required turn-in documentation from the CHA Warehouse of identified asset manager, at the time of turn-in.
- (d) Materials identified in writing by the Contracting Officer as unserviceable, non-repairable or unsalvageable, shall be transported by the Contractor to an authorized land fill or dump site, and shall be disposed of in strict accordance with existing Federal and State of Illinois laws, regulations, and policies and in accordance with all OSHA standards.
- (e) A joint inventory will be conducted by the Contractor and the Contracting Officer or its designated representative, prior to the Contractor transporting these materials from the Work Site, at which time both serviceable, salvageable and repairable material, and unserviceable, non-salvageable and un-repairable material will be identified. The Contractor shall be given a copy of this inventory and shall be accountable for this material as indicated above. This joint inventory shall in no way limit or preclude the Contracting Officer from designating additional materials in the above categories during the term of this Contract.

59. Choice of Law and Venue

This Contract, including, but not limited to, its validity, interpretation and performance, and remedies for contract breach or any other claims shall be governed by and construed in accordance with the laws of the State of Illinois. Any action in tort or contract with regard to this Contract or the Project shall be venued in a court of local jurisdiction in Cook County, Illinois, or if a matter of Federal jurisdiction, then in the appropriate U.S. Federal Court for the Northern District of Illinois, located in Chicago, Illinois.

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

60. Compliance with the Law

The Contractor agrees to comply with all Federal, State and local laws, rules, regulations, standards, ordinances and administrative codes applicable to the performance of the Work, the Project Site, and jurisdictions in which the Contractor conducts its business. In the event of a change in laws, regulations, et al., of which the Contractor becomes aware and which the Contractor believes affects the Work, the Contractor shall inform the CHA, in writing, of the change and its impact on the Work already complete or to be completed. The Contractor shall submit to the CHA a proposed change order detailing any and all additional fees and costs which will arise as a result of the change, as well as any requests for time extensions necessitated by such change. The CHA shall review said proposed change order pursuant to the provisions of Paragraphs 5, 29, and 30 of this Contract.

61. Disposal of Hazardous and/or Special Waste

The Contractor shall ensure that all hazardous and/or special waste is labeled, packaged, transported, and disposed of in compliance with all applicable Federal, State and local laws, rules, regulations, standards, ordinances, administrative codes and guidelines. Hazardous and/or special waste shall not be disposed of within ten (10) miles of the limits of the City of Chicago. The Contractor shall flow down the provisions of this Paragraph 61 titled "Disposal of Hazardous and/or Special Waste" to subcontractors at every tier.

62. Joint Ventures

Joint venture agreements must be executed by a principal of each joint venturer. The joint venture agreement must set out, as a minimum, the names and addresses of each joint venture member, each member's extent of authority and control, formation and operation of the management committee, extent of authority and control of the project manager, and the share or interest in the joint venture held by each member. Each joint venture must have a single managing partner with decision making authority. A copy of the joint venture agreement, in its entirety, must be provided to the CHA with the Contractor's bid. Failure to provide such joint venture agreement, in the sole discretion of the CHA, may result in rejection of the bid or termination of the Contract for default.

63. Independent Contractor

The Contractor is an independent contractor under contract with the CHA and is not in a joint venture, partnership, agent-principal or employer-employee relationship with the CHA. The Contractor represents that it has, or will secure, at its own expense, all personnel required to perform the Work. Such personnel shall not be employees of, nor have any contractual relationship with, the CHA. The Contractor, consistent with its status as an independent contractor, agrees that it or its personnel will not hold themselves out as, nor claim to be, officers, agents, representatives or employees of the CHA. As an independent contractor, the Contractor will maintain complete control of and responsibility for its employees, subcontractors and agents and shall be solely responsible for the means and methods for carrying out the Work and the safety of its agents and employees. The functions, duties and responsibilities of the Contractor with respect to any contractor employed by the CHA in connection with the Project shall be consistent with this Paragraph 63, and in no case shall the Contractor assume any of the obligations of the CHA to any contractor, unless expressly provided for in this Contract.

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

64. Publicity

During the Term of this Contract and for a period of one (1) year after the expiration or earlier termination thereof, the Contractor shall not release any information related to the Work, the Project, or this Contract, nor publish any reports, articles, or documents, nor make any statements or release to the media, without the prior written approval of the CHA.

65. Affidavits, Certificates, and Representations

The Contractor agrees as a condition precedent to the effectiveness of this Contract that it shall execute and ratify all affidavits, certificates and representations required of it by the CHA, or any other applicable governmental entity, and that said affidavits, certificates and representations shall remain fully accurate and truthful throughout the Term. Should an event occur which causes said affidavits, certificates and representations to be inaccurate or untrue, the Contractor shall immediately notify the CHA in writing. For those affidavits, certificates and representations at Exhibit B which have no provision for individual execution, the Contractor expressly agrees that it effectively executes said affidavits, certificates and representations pursuant to its execution of this Contract effective on the same date and at the same location as the execution of this Contract.

66. Non-Solicitation

The Contractor warrants that it has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Contractor) to solicit or secure this Contract,
- (b) Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this Contract.

67. Severability

Any article or portion thereof of this Contract prohibited by, deemed unlawful, or deemed unenforceable under an applicable law of any jurisdiction shall be ineffective without affecting other provisions of this Contract. If the provisions of such applicable law may be waived, said provisions are hereby waived to the extent that this Contract may be deemed to be a valid and binding Contract in accordance with its provisions. In the event such an article is severed from the Contract, the Contractor and the CHA will in good faith attempt to replace an invalid or unenforceable article with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original article.

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

68. Consequential Damages

Neither the CHA, nor the Contractor, shall be liable to the other for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or whether it was committed by either, their respective employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

69. Exclusive Agreement

This Contract represents the final, entire and integrated agreement between the CHA and the Contractor and supersedes and replaces all terms and conditions of any prior or contemporaneous agreements, communications, arrangements, negotiations, or representations, written or oral, with respect to the Project or the Work.

By: _____ of _____ Date: _____
(Signature) (Contractor's Name)

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

**EXHIBIT A
RELEASE AND WAIVER OF LIENS, STOP NOTICES AND CLAIMS**

CHA Contract No.: _____ Contract Date: _____
Total Contract Amount \$ _____
Less Partial Payments (_____) =
Final Payment \$ _____

_____ ("Contractor"), having offices at _____, for and in consideration of the sum of One Dollar, lawful money of the United States, to it paid by the Chicago Housing Authority, and other valuable considerations, the receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the CHA and their successors and assigns, of and from all, and all manner of actions and/or claims whatsoever, to include, but not limited, to liens, stop notices, claims against bonds and any notices thereto, in law or in equity, arising out or on account of any monies due and/or to grow due to the extent of any and all services provided, labor performed, equipment delivered and materials furnished and/or services performed pursuant to the referenced Contract and/or for the improvement of real property, which against the CHA, Contractor ever had, now has, or which it, its successors or assigns hereafter can, shall, or may have, for, upon, or by reason of any and all labor, services, equipment and/or materials omitted to be performed or furnished in connection with the said Contract, for the period commencing with the execution of the Contract, or beginning of provision of Contractor's materials and/or services, whichever is earlier, and ending on _____, 20__.

Contractor hereby agrees that the aforesaid final payment is the final amount due and to come due under said Contract and that changes in computations made hereafter shall not inure to the benefit or loss of Contractor.

Contractor hereby agrees that it shall indemnify and hold harmless the CHA and their successors and assigns, of and from all, and all manner of actions and/or claims whatsoever, to include, but not limited to, liens, stop notices, claims against bonds and any notices thereto, in law or in equity, arising out or on account of any monies due and/or to grow due to the extent of any and all services provided, labor performed, equipment delivered and materials furnished and/or services performed by Contractor's lower-tier subcontractors, consultants, materialmen, and supplies pursuant to the Project during the period commencing with the execution of the Contract, or beginning of provision of Contractor's materials and/or services, whichever is earlier, and ending on _____, 20__.

IN WITNESS WHEREOF, the said Contractor has caused its corporate seal to be affixed hereto and these presents to be executed by its duly authorized officers this _____ day of _____, 20__.

(Contractor)

(Corporate Seal)
Attest:

Corporate Secretary

By: _____
(Signature of Officer of Contractor)

(Typed Name and Title)

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

CORPORATE REPRESENTATIVE

State of _____

County of _____

On this _____ day of _____, 20__, before me personally appeared _____ to me known and a signatory of the foregoing instrument, who being by me first duly sworn did depose and say that said signatory resides in _____ in the State of _____, that said signatory is the _____ of _____, the corporation described in and which executed the foregoing instrument; that said signatory knows the seal of said corporation; that one of the seals affixed to said instrument is such corporate seal, and that it was affixed thereto by order of the Board of Directors of said corporation, and said signatory signed its name thereto by like authority.

Notary Public

My Commission Expires:

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

INDIVIDUAL OR SOLE PROPRIETORSHIP REPRESENTATIVE

State of _____

County of _____

On this ____ day of _____, 20__, _____, before me personally appeared _____, a signatory of the foregoing instrument, and known to me to be the individual described in and who executed the foregoing instrument and said signatory acknowledged to me that said signatory executed the same.

Notary Public

My Commission Expires:

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

PARTNERSHIP REPRESENTATIVE

State of _____

County of _____

On this _____ day of _____, 20____, before me personally came _____, to me personally known and a signatory of the foregoing instrument, and known to me as a member of the firm of _____ and known to be the individual described in, and who executed the foregoing instrument in the firm name of _____, and has acknowledged to me that said signatory executed the same for and on behalf of the firm.

Notary Public

My Commission Expires:

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

EXHIBIT B

**AFFIDAVITS, CERTIFICATES AND REPRESENTATIONS
CERTIFICATION OF NONSOLICITATION**

I hereby certify that I am the (Title) _____ and duly authorized representative of the firm of (Name of Firm, Address) _____, and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above consultant) to solicit or secure this Contract,
- (b) Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this Contract, except as here expressly stated (if any). I acknowledge that this certificate is to be furnished to the CHA for forwarding to the Department of Housing and Urban Development in connection with this Contract involving participation of Federal funds, and is subject to applicable state and federal laws, both criminal and civil.

Signed at _____

On this _____ day of _____, 20__, for:

(Firm)

Witness

Signature

Name

Title

**SPECIAL CONDITIONS
CONGRESS PARKWAY MODERNIZATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND VOLUNTARY EXCLUSIONS**

- (1) The Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, debarred or voluntarily excluded from covered transactions by any Federal department or agency and/or the CHA;
 - (b) Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (1)(b) of this certification; and
 - (d) Have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

Signed at _____

On this _____ day of _____, 20____, for:

(Firm)

Witness

Signature

Name

Title

**CERTIFICATE OF COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor for itself, its assignees and successors in interest (collectively, "Contractor"), agrees as follows:

(a) Compliance with Regulations:

Contractor will comply with the Regulations of the CHA relative to nondiscrimination in Federally-assisted programs of the CHA (Title 49), Code of Federal Regulations, Part 21, ("Regulations"), which are herein incorporated by reference and made a part of this Contract.

(b) Nondiscrimination:

Contractor, with regard to the Work performed by it after award and prior to completion of this Contract, will not discriminate on the grounds of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap age, marital status mental status or public assistance status in the selection and retention of lower-tier subcontractors (if any), including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Lower-Tier Contractors, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by Contractor for Services to be performed under a lower-tier Contractor agreement, including procurements of materials or equipment, each potential lower-tier Contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status.

(d) Information and Reports:

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CHA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the CHA and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the CHA shall request the Department of Housing and Urban Development to impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the Contractor under this Contract until the Contractor complies, and/or

(2) Cancellation, termination or suspension of this Contract, in whole or in part.

(f) Incorporation of Provisions:

The Contractor will include the provisions of paragraphs (a) through (f) in every lower-tier subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The Contractor will take such action with respect to any lower-tier subcontractor as may be directed by the CHA or the Department of Housing and Urban Development to make as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the Contractor becomes involved in, or is threatened with, litigation with a lower-tier subcontractor or supplier as a result of such direction, the Contractor may request through the CHA that the Department of Housing and Urban Development enter into such litigation to protect the interests of the Department of Housing and Urban Development, and, in addition, the Contractor may request through the CHA that the United States enter into such litigation to protect the interests of the United States.

**CERTIFICATE OF COMPLIANCE WITH EQUAL OPPORTUNITY STATUTES AND POLICIES
OF THE CHA**

(a) Selection of Labor:

During the performance of this Contract, the Contractor shall not discriminate against labor from any other state, possession, or territory of the United States.

(b) Employment Practices:

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or any applicant for employment because of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CHA setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status.

- (3) The Contractor will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CHA advising the said labor union workers' representative of the Contractor's commitments under Employment Practices and shall post all copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR Part 6C) and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of Employment Practices in every lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such Provisions will be binding upon each lower-tier subcontractor or vendor. The Contractor will take such action with respect to any lower-tier subcontract or purchase orders as the CHA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CHA, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

(c) Selection of Lower-Tier Contractors, Procurement of Materials, and Leasing of Equipment:

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (collectively, "Contractor") agrees as follows:

- (1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the CHA, Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract;
- (2) Nondiscrimination: The Contractor, with regard to the Work performed by it during this Contract, shall not discriminate on the grounds of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status in the selection and retention of lower-tier

subcontractors including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations;

- (3) Solicitations for lower-tier subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under this Contract, including procurements of materials or leases of equipment, each potential Contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status.
- (4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CHA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the CHA, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the CHA shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to withholding of payments to the Contractor under this Contract until the Contractor complies; and/or cancellation, termination or suspension of this Contract, in whole or in part.
- (6) Incorporation of Provisions: The Contractor shall include the provisions of this paragraph (c) in every lower-tier subagreement, including agreements for the procurement of materials and leases of equipment, unless the Contractor is exempt from such requirement by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any lower-tier subcontractor or procurement as the CHA may direct as a means of enforcing such provisions including sanctions for noncompliance:
- (7) Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a lower-tier subcontractor or supplier as a result of such direction, the Contractor may request the CHA to enter into such litigation to protect the interests of the CHA, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(d) Nonsegregated Facilities

(Applicable to Federal-aid contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

By the execution of this Contract, the Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for

its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. It agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed lower-tier subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed lower-tier subcontractors or material suppliers prior to the award of lower-tier subcontracts or the consummation of material supply agreements, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

**CERTIFICATE OF PARTICIPATION BY
DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES IN DEPARTMENT OF
TRANSPORTATION PROGRAMS
49 CFR Part 23 as Amended**

It is the policy of the CHA that disadvantaged and women-owned business enterprises (DBEs and WBEs respectively) as defined in 49 CFR Part 23, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the DBE and WBE requirements of 49 CFR Part 23, as amended, apply to this Contract.

The Contractor agrees to ensure that DBEs and WBEs as defined in 49 CFR Part 23, as amended, have maximum opportunity to participate in the performance of lower-tier subcontracts financed in whole or in part with Federal funds provided under this Contract.

Further, the Contractor agrees to provide the CHA with information on the dollar amount and name of each lower-tier subcontractor who identifies itself as DBE or WBE.

In this regard the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, as amended, to ensure that DBEs and WBEs have the maximum opportunity to compete for and perform lower-tier subcontracts. The Contractor shall not discriminate on the basis of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability, handicap, age, marital status, mental status or public assistance status in the award and performance of CHA assisted contracts.

The Contractor agrees that failure to carry out the requirements set forth herein shall constitute a breach of contract and, after the notification to the CHA, Contractor may be terminated from this Contract by the CHA or such other action or remedy as the CHA deems appropriate.