



## 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. 2103 (2017)**

**RENOVATION OF 1000 N. SEDGWICK**

Eugene Jones, CEO  
Chicago Housing Authority  
Department of Procurement and Contracts  
60 East Van Buren Street, 13<sup>th</sup> Floor  
Chicago, Illinois 60605  
[www.thecha.org](http://www.thecha.org)

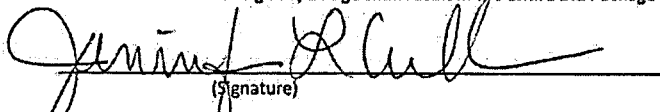
RELEASE DATE: Wednesday, March 29, 2017  
BID OPEN DATE AND TIME: Wednesday, April 19, 2017 at 11:00 AM (CST)

General Contractor: CCC Holdings, Inc. dba Chicago Commercial Construction  
Contact Name: Jennifer L. Cullen  
Address: 9101 S. Baltimore Ave.  
City/State/Zip: Chicago, IL 60617  
Phone Number: (773) 721-2500  
Fax Number: (773) 721-0543

**LUMP SUM BASE BID TOTAL** \$ 4,246,102 **.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.

  
(Signature)  
Jennifer L. Cullen  
(Print Name)

Chicago Commercial Constuction  
(Contractor's Name)  
President 04/19/2017  
(Title) (Date)

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### 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.

Pamela Seanior, Senior Procurement Specialist  
Chicago Housing Authority  
60 East Van Buren Street, 13<sup>th</sup> Floor  
Chicago, Illinois 60609  
Email: pseanior@thecha.org

2. Questions must be submitted in writing to the Procurement Specialist as shown below by no later than 11:00 AM (CST) on Thursday, April 6, 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:** Sealed bids may 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. 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>. **FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED.**

There is no file capacity size when uploading attachments in the Supplier Portal. If you receive an error message that states the "Maximum size is 50" while uploading an attachment in the Supplier Portal, that error message is referring to the file naming size. The name of your file cannot be more than 50 characters.

4. **PRE-BID MEETING** Date, Time, and Location: Monday, April 3, 2017 at 11:00 AM (CST), at Chicago Housing Authority, 12<sup>th</sup> Floor Loft, 60 East Van Buren Street, Chicago, IL 60605. CHA strongly encourages all interested firms to attend the pre-bid meeting.
5. **SITE VISIT:** Tuesday, April 4, 2017 at 10:00 AM (CST) at 1000 N. Sedgwick, Chicago, IL.
6. **BID OPENING** Date and Time: Wednesday, April 19, 2017 at 11:00 AM (CST).
7. **MANUAL SUBMISSION** must be submitted by paper in a sealed envelope or package and delivered by certified mail or hand-delivered. Refer to the following section II. Bid Submittal for the required number of copies. Manual Submissions must be received and time stamped no later than the date and time listed in the solicitation. The outside of the envelope must clearly indicate the Respondent name and address, name of the project, the time and date specified for receipt.
8. **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](http://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

Dated 04/12/2017

9. **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.

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### I. SCOPE OF WORK

**GENERAL DESCRIPTION OF SCOPE OF WORK:** 1000 N. Sedgwick is a CHA non-dwelling, two-story building that is currently home to an after school program that serves CHA youth. This property is located within CHA's Cabrini Development and is in need of a complete renovation to upgrade and update this facility as its major systems are beyond their effective useful life.

The contractor shall provide a complete building exterior and interior renovation; this includes but is not limited to the following:

1. Removal and replacement of the mechanical, electrical and plumbing (MEP) systems
2. Implementation of the required ADA and accessibility upgrades including the installation of a new elevator
3. Removal and replacement of all windows, interior finishes, doors, lighting, signage
4. Installation of new security and fire alarm systems
5. Installation of a new fire suppression/sprinkler system
6. Installation of a new entrance vestibule, lobby area and exterior entry canopy
7. Installation of new insulation within exterior walls to improve energy efficiency
8. Complete masonry and concrete repairs
9. Upgrades to the facility's warming kitchen
10. Complete renovation of all of the facility's bathrooms

*The replacement of the roof will be completed under a separate contract.*

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.

**C. 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 possible after the opening of bids.

**D. 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

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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 (D) (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(D)(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:

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

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

- o Auditor's Report
- o Balance Sheet (last 2 years)



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- o Income Statement (last 2 years)
- o Cash Flow Statement (last 2 years)
- o 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.

- E. **FINAL COMPLETION FOR ALL WORK:** Is due upon the date set forth in the Notice to Proceed **one-hundred and eighty days (180) 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.
- F. **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 June, 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.

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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.

### III. 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](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

### IV. 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

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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.

### V. 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.

### VI. 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.

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### VII. 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:

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- 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

- a. 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](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.
- b. 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.
- c. 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)

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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.

### 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](mailto:cha@diversitycompliance.com)
2. **Online, downloadable training aids**
  - On Line manual
  - Webinars
  - CHA's website provides multiple guides and manuals

## CHICAGO HOUSING AUTHORITY

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

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

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

- I. **AVAILABILITY OF FUNDS:** The CHA's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the CHA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
- J. **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.

## VIII. 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

## CHICAGO HOUSING AUTHORITY

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.



# CHICAGO HOUSING AUTHORITY

**IX. DIVISION COSTS SUBMITTAL:** In evaluating this IFB, the CHA will determine whether a bidder is submitting fair and reasonable Division Costs. Refer to the Table of Contents in the Technical Specifications/Project Manual for sub items pertaining to Division categories. **Failure to submit all Division Costs listed below that equal the Lump Sum Base Bid Total may result in the entire Bid Package being deemed non-responsive.**

Division Code	Division Costs - Descriptions <u>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</u>	Total Cost in Whole dollars only
DIV 01	<b>DIVISION 01 - General Requirements</b> The MAXIMUM amount allowed is 5% of the total value of Division 02 through Division 28400 only	\$ 187,312.00
DIV 02A	<b>DIVISION 02 - DEMOLITION</b>	\$ 160,000.00
DIV 02B	<b>DIVISION 02 - SITEWORK</b>	\$ 63,900.00
DIV 03	<b>DIVISION 03 - CONCRETE</b>	\$ 39,260.00
DIV 04	<b>DIVISION 04 - MASONRY</b>	\$ 398,000.00
DIV 05	<b>DIVISION 05 - METALS</b>	\$ 19,600.00
DIV 06	<b>DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES</b>	\$ 49,300.00
DIV 07	<b>DIVISION 07 - THERMAL AND MOISTURE PROTECTION</b>	\$ 9,900.00
DIV 08	<b>DIVISION 08 - DOORS &amp; WINDOWS</b>	\$ 418,443.00
DIV 09	<b>DIVISION 09 - FINISHES</b>	\$ 303,697.00
DIV 10	<b>DIVISION 10 - SPECIALITIES</b>	\$ 256,434.00
DIV 11	<b>DIVISION 11 - EQUIPMENT</b>	\$ 9,000.00
DIV 12	<b>DIVISION 12 - FURNISHINGS</b>	\$ 31,250.00
DIV 14	<b>DIVISION 14 - CONVEYING SYSTEMS</b>	\$ 80,900.00
DIV 21	<b>DIVISION 21- FIRE PROTECTION</b>	\$ 109,800.00
DIV 22	<b>DIVISION 22 - PLUMBING</b>	\$ 174,861.00
DIV 23	<b>DIVISION 23 - HVAC</b>	\$ 936,000.00
DIV 26	<b>DIVISION 26 - ELECTRICAL</b>	\$ 610,900.00
DIV 28	<b>DIVISION 28 - ELECTRONIC SAFETY &amp; SECURITY</b>	\$ 15,000.00
DIV 28400	<b>DIVISION 28400 - CCTV SYSTEM ALLOWANCE</b>	\$ 60,000.00

<b>PERMIT FEES and PERMIT EXPEDITING COSTS</b> 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.	\$ 25,000.00
<b>OFFICE OVERHEAD</b>  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.	\$ 92,644.00
<b>PROFIT</b>	\$ 194,901.00
<b>LUMP SUM BASE BID TOTAL</b> <b>***Enter amount on Page 1***</b>	\$ 4,246,102.00

# CHICAGO HOUSING AUTHORITY

- X. 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., 11<sup>th</sup> 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.

See Attachment A - Geotechnical Report for Proposed Elevator Pit Soils.

AMP # = Asset Management Property number

CHA Bldg Code	AMP #	Address(es)	Amount (Costs of landscaping, site work, fees, etc. should be pro-rated across the buildings)	
CA116	1890	1000 N. Sedgwick, Chicago, IL	Construction	\$ 4,246,102 .00
			Environmental	\$ 0 .00
			<b>TOTAL</b> (amount should match the LUMP SUM BASE BID TOTAL on Page 1)	
			\$ 4,246,102 .00	

# CHICAGO HOUSING AUTHORITY

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

## SCHEDULE OF CHANGE ORDER PRICES

### SCHEDULE OF CHANGE (TASK) ORDER MODIFICATION PRICES – 1000 N. Sedgwick

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

ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Removal/Replacement of Rotted wood board/planks at roof and first floor	SF	\$ 10 0.00
2	Removal/Replacement of sidewalk	SF	\$ 10 0.00
3	Resistance pile deeper than suggested by the Geotechnical Report	LF	\$ 3.000 0.00

# CHICAGO HOUSING AUTHORITY

- XII. TECHNICAL SPECIFICATIONS TABLE OF CONTENTS:** This Technical Specifications Table of Contents is provided so that the Contractor is able to verify that all sections are included in its copy of the Technical Specifications. The Technical Specifications for this Work consists of 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".**

	DIV No.	Sections	Version	Version Date
		Cover	Bid	2-03-2017
		TOC	Bid	2-03-2017
	<b>1</b>	<b>General Requirements</b>	Bid	2-03-2017
1		Section 01010 - Summary of Work	Bid	2-03-2017
2		Section 01020 - Project Coordination	Bid	2-03-2017
3		Section 01030 - Cutting & Patching	Bid	2-03-2017
4		Section 01040 - Field Engineering	Bid	2-03-2017
5		Section 01050 - General Demolition	Bid	2-03-2017
6		Section 01060 - Regulatory Requirements	Bid	2-03-2017
7		Section 01200 - Project Meetings	Bid	2-03-2017
8		Section 01300 - Submittals	Bid	2-03-2017
9		Section 01370 - Schedule of Values	Bid	2-03-2017
10		Section 01400 - Quality Control	Bid	2-03-2017
11		Section 01500 - Temporary Facilities and Controls	Bid	2-03-2017
12		Section 01510 - Construction Aids	Bid	2-03-2017
13		Section 01520 - Cleaning	Bid	2-03-2017
14		Section 01530 - Project Sign	Bid	2-03-2017
15		Section 01700 - Contract Closeout	Bid	2-03-2017
16		Section 01720 - Record Documents	Bid	2-03-2017
17		Section 01730 - Operating and Maintenance Data	Bid	2-03-2017
18		Section 01740 - Warranties and Bonds	Bid	2-03-2017
	<b>2</b>	<b>Site Work</b>	Bid	2-03-2017
19		Section 02050 - Site Demolition	Bid	2-03-2017
20		Section 02300 - Earthwork	Bid	2-03-2017
21		Section 02510 - Concrete Sidewalk	Bid	2-03-2017
22		Section 02050 - Landscaping	Bid	2-03-2017
	<b>3</b>	<b>Concrete</b>	Bid	2-03-2017
23		Section 03950 - Concrete	Bid	2-03-2017
24		Code Memorandum Pile Deep Foundations	Bid	2-03-2017
25		Geopier Memorandum	Bid	2-03-2017
	<b>4</b>	<b>Masonry</b>	Bid	2-03-2017
26		Section 04900 - Masonry restoration	Bid	2-03-2017
	<b>5</b>	<b>Metals</b>	Bid	2-03-2017
27		Section 05120 - Structural Steel	Bid	2-03-2017
28		Section 05311 - Steel Roof Deck	Bid	2-03-2017
29		Section 05500 - Metal Fabrications	Bid	2-03-2017
30		Section 05700 - Perforated Metal Screen	Bid	2-03-2017
	<b>6</b>	<b>Wood &amp; Plastic</b>	Bid	2-03-2017
31		Section 06100 - Carpentry	Bid	2-03-2017
32		Section 06200 - Solid Surfaces	Bid	2-03-2017
	<b>7</b>	<b>Thermal &amp; Moisture Protection</b>	Bid	2-03-2017
33		Section 07000 - Membrane Post Roofing	Bid	2-03-2017

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34		Section 07210 - Building Insulation	Bid	2-03-2017
35		Section 07710 - Manufactured Roof Specialties	Bid	2-03-2017
36		Section 07800 - Thru Penetration Firestop Systems	Bid	2-03-2017
37		Section 07900 - Joint Sealants	Bid	2-03-2017
	<b>8</b>	<b>Doors &amp; Windows</b>	Bid	2-03-2017
38		Section 08100 - HM Doors & Frames	Bid	2-03-2017
39		Section 08200 - Flush Wood Doors	Bid	2-03-2017
40		Section 08400 - Aluminum Entrance Doors	Bid	2-03-2017
41		Section 08520 - Aluminum Windows	Bid	2-03-2017
42		Section 08710 - Door Hardware	Bid	2-03-2017
43		Section 08800 - Glass & Glazing	Bid	2-03-2017
44		Section 08900 - Aluminum Window Wall	Bid	2-03-2017
	<b>9</b>	<b>Finishes</b>	Bid	2-03-2017
45		Section 09200 - Gypsum Board Assemblies	Bid	2-03-2017
46		Section 09300 - Tile	Bid	2-03-2017
47		Section 09500 - Acoustical Ceiling	Bid	2-03-2017
48		Section 09650 - Resilient Tile Flooring	Bid	2-03-2017
49		Section 09660 - Athletic Flooring	Bid	2-03-2017
50		Section 09680 - Carpeting	Bid	2-03-2017
51		Section 09900 - Painting	Bid	2-03-2017
	<b>10</b>	<b>Specialties</b>	Bid	2-03-2017
52		Section 10150 - Toilet Compartments	Bid	2-03-2017
53		Section 10400 - Signage	Bid	2-03-2017
54		Section 10800 - Toilet Accessories	Bid	2-03-2017
	<b>11</b>	<b>Equipment</b>	Bid	2-03-2017
55		Section 11400 - Equipment	Bid	2-03-2017
	<b>12</b>	<b>Furnishings</b>	Bid	2-03-2017
56		Section 12100 - Casework	Bid	2-03-2017
57		Section 12500 - Window Treatment	Bid	2-03-2017
	<b>14</b>	<b>Conveying Systems</b>	Bid	2-03-2017
58		Section 14240 - Hydraulic Elevator	Bid	2-03-2017
	<b>21</b>	<b>Fire Protection</b>	Bid	2-03-2017
59		Section 211100 - Fire Suppression Piping	Bid	2-03-2017
	<b>22</b>	<b>Plumbing</b>	Bid	2-03-2017
60		Section 220513 - Common Motor Requirements	Bid	2-03-2017
61		Section 220516 - Piping Expansion Fittings & Loops	Bid	2-03-2017
62		Section 220517 - Piping Sleeves & Seals	Bid	2-03-2017
63		Section 220518 - Piping Escutcheons	Bid	2-03-2017
64		Section 220519 - Piping Meters & Gages	Bid	2-03-2017
65		Section 220523 - Piping General Duty Valves	Bid	2-03-2017
66		Section 220529 - Piping & Equipment Supports	Bid	2-03-2017
67		Section 220553 - Piping & Equipment ID	Bid	2-03-2017
68		Section 220716 - Equipment Insulation	Bid	2-03-2017
69		Section 220719 - Piping Insulation	Bid	2-03-2017
70		Section 221116 - Domestic Water Piping	Bid	2-03-2017
71		Section 221119 - Domestic Water Piping Specialties	Bid	2-03-2017
72		Section 221123 - Domestic Water Pumps	Bid	2-03-2017
73		Section 221316 - Sanitary Waste Vent Piping	Bid	2-03-2017
74		Section 221319 - Sanitary Waste Specialties	Bid	2-03-2017
75		Section 221413 - Facility Storm Drainage Piping	Bid	2-03-2017
76		Section 221429 - Sum Pumps	Bid	2-03-2017
77		Section 223600 - Comm. Fuel Fired Water Heaters	Bid	2-03-2017
78		Section 224000 - Plumbing Fixtures	Bid	2-03-2017

**CHICAGO HOUSING AUTHORITY**

	<b>23</b>	<b>HVAC</b>	Bid	2-03-2017
79		Section 230513 - Common Motor Requirements	Bid	2-03-2017
80		Section 230529 - Hangers & Supports	Bid	2-03-2017
81		Section 230593 - Testing, Adjusting & Balancing	Bid	2-03-2017
82		Section 230713 - Duct Insulation	Bid	2-03-2017
83		Section 230719 - Piping Insulation	Bid	2-03-2017
84		Section 231123 - Facility Natural Gas Piping	Bid	2-03-2017
85		Section 232300 - Refrigerant Piping	Bid	2-03-2017
86		Section 233113 - Metal Ducts	Bid	2-03-2017
87		Section 233300 - Air Duct Accessories	Bid	2-03-2017
88		Section 233346 - Flexible Ducts	Bid	2-03-2017
89		Section 233423 - Power Ventilators	Bid	2-03-2017
90		Section 233713.13 - Air Diffusers	Bid	2-03-2017
91		Section 233713.23 - Registers & Grilles	Bid	2-03-2017
92		Section 237416.11 - Packaged Rooftop ACU	Bid	2-03-2017
93		Section 237433 - Dedicated Outdoor Air Units	Bid	2-03-2017
		Section 238129 - Variable Refrigerant Flow Systems	Bid	2-03-2017
		Section 238239.19 - Wall & Ceiling Unit Heaters	Bid	2-03-2017
	<b>26</b>	<b>ELECTRICAL</b>	Bid	2-03-2017
94		Section 260519 - Low Voltage Power	Bid	2-03-2017
		Section 260523 - Control Voltage Power Cables	Bid	2-03-2017
		Section 260526 - Grounding & Bonding	Bid	2-03-2017
		Section 260529 - Hangers & Supports	Bid	2-03-2017
		Section 260533 - Raceways & Boxes	Bid	2-03-2017
		Section 260923 - Lighting Control Devices	Bid	2-03-2017
		Section 262416 - Panel Boards	Bid	2-03-2017
		Section 262713 - Electricity Metering	Bid	2-03-2017
		Section 262726 - Wiring Devices	Bid	2-03-2017
		Section 262816 - Switches & Circuit Breakers	Bid	2-03-2017
		Section 262913.03- Manual/Magnetic Controllers	Bid	2-03-2017
		Section 265119 - LED Interior Lighting	Bid	2-03-2017
		Section 265219 - Emergency & Exit Lighting	Bid	2-03-2017
		Section 265619 - LED Exterior lighting	Bid	2-03-2017
	<b>28</b>	<b>Alarm / Security</b>	Bid	2-03-2017
		Section 282300 - Video Surveillance	Bid	2-03-2017
		Section 283111 - Digital Fire Alarm System	Bid	2-03-2017

# CHICAGO HOUSING AUTHORITY

**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
01.	-	Cover	Bid	2-03-2017
02.	0.1	Index, Abbreviations, Symbols	Bid	2-03-2017
03.	0.2	Code Information	Bid	2-03-2017
04.	0.3	Exit and Fire Plans	Bid	2-03-2017
05.	0.4	Mounting Heights, Accessibility Notes	Bid	2-03-2017
06.	-	Survey	Bid	2-03-2017
<b>CIVIL</b>				
07.	C-01	Existing Conditions Plan	Bid	2-03-2017
08.	C-02	Demo Plan, Layout / Grading / Utility Plan	Bid	2-03-2017
09.	C-03	Construction Notes	Bid	2-03-2017
10.	C-04	Construction Details	Bid	2-03-2017
<b>ARCHITECTURAL</b>				
11.	AD1.1	Ground Level and Basement Demolition Plan	Bid	2-03-2017
12.	AD1.2	Second Level and Roof Demolition Plan	Bid	2-03-2017
13.	AD1.3	Demolition Elevations	Bid	2-03-2017
14.	A1.1	Site Plan	Bid	2-03-2017
15.	A1.2	Site Details	Bid	2-03-2017
16.	A2.1	Ground Level and Basement Floor Plans	Bid	2-03-2017
17.	A2.2	Second Level and Roof Plans	Bid	2-03-2017
18.	A2.3	Ground and 2nd Level Reflected Ceiling Plan	Bid	2-03-2017
19.	A3.1	Elevations	Bid	2-03-2017
20.	A3.2	Exterior Repair Details	Bid	2-03-2017
21.	A4.1	Screen Wall Elevation, Entry Paving Plan	Bid	2-03-2017
22.	A4.2	Exterior Wall Sections	Bid	2-03-2017
23.	A5.1	Large Scale Plans	Bid	2-03-2017
24.	A5.2	Stair Elevator Section, Details	Bid	2-03-2017
25.	A5.3	Interior Elevations	Bid	2-03-2017
26.	A5.4	Partition Types	Bid	2-03-2017
27.	A6.1	Room Schedule	Bid	2-03-2017
28.	A6.2	Door Schedule, Door Types, Details	Bid	2-03-2017
29.	A6.3	Window Schedule	Bid	2-03-2017
<b>STRUCTURAL</b>				
30.	S1	General Notes	Bid	2-03-2017
31.	S2	General Notes (Con't)	Bid	2-03-2017
32.	S3	Elevator Shaft Plans and Sections	Bid	2-03-2017
33.	S4	Screen Wall Plans and Elevations	Bid	2-03-2017
34.	S5	Canopy Foundation Plan and Details	Bid	2-03-2017
35.	S6	Details	Bid	2-03-2017
36.	S7	Roof top Equipment Supports	Bid	2-03-2017



**CHICAGO HOUSING AUTHORITY**

<b>MECHANICAL</b>				
37.	M0.1	Mechanical General Notes	Bid	2-03-2017
38.	MD1.1	Mechanical Demolition Plan - Basement and 1st Floor	Bid	2-03-2017
39.	MD1.2	Mechanical Demolition Plan - Second Floor	Bid	2-03-2017
40.	MD1.3	Mechanical Demolition Plan - Roof	Bid	2-03-2017
41.	M1.1	Mechanical Basement and 1st Floor Plans	Bid	2-03-2017
42.	M1.2	Mechanical Second and Roof Plans	Bid	2-03-2017
43.	M1.3	Mechanical Bmt and 1st Floor Piping Plans	Bid	2-03-2017
44.	M1.4	Mechanical 2nd Floor and Roof Piping Plans	Bid	2-03-2017
45.	M1.5	Mechanical Bmt and 1st Floor Refrigerant Plans	Bid	2-03-2017
46.	M1.6	Mechanical 2nd Floor and Roof Refrigerant Plans	Bid	2-03-2017
47.	M2.1	Mechanical Schedules	Bid	2-03-2017
48.	M3.1	Mechanical Details	Bid	2-03-2017
49.	M3.2	Mechanical Details	Bid	2-03-2017
<b>ELECTRICAL</b>				
50.	E0.1	Electrical Notes, Symbols and Abbreviations	Bid	2-03-2017
51.	ED1.1	Electrical Demolition - Basement and 1st Floor	Bid	2-03-2017
52.	ED1.2	Electrical Demolition - Second Floor	Bid	2-03-2017
53.	ED1.3	Electrical Demolition - Roof	Bid	2-03-2017
54.	ES1.1	Electrical Site Plans	Bid	2-03-2017
55.	E1.1	Electrical Plans - Basement and 1st Floor	Bid	2-03-2017
56.	E1.2	Electrical Plans - Second Floor	Bid	2-03-2017
57.	E1.3	Electrical Plans - Roof	Bid	2-03-2017
58.	E2.1	Lighting Plans - Basement and 1st Floor	Bid	2-03-2017
59.	E2.2	Lighting Plans - Second Floor	Bid	2-03-2017
60.	E3.1	Electrical Single Line Diagrams and Load Calcs	Bid	2-03-2017
61.	E3.2	Electrical Diagrams	Bid	2-03-2017
62.	E4.1	Electrical Schedules	Bid	2-03-2017
63.	E4.2	Electrical Schedules	Bid	2-03-2017
64.	E4.3	Electrical Schedules	Bid	2-03-2017
<b>PLUMBING</b>				
65.	P0.1	Plumbing Notes and Symbols	Bid	2-03-2017
66.	PD1.1	Plumbing Demolition - Basement and 1st Floor	Bid	2-03-2017
67.	PD1.2	Plumbing Demolition - Second Floor	Bid	2-03-2017
68.	PD1.3	Plumbing Demolition - Roof	Bid	2-03-2017
69.	P1.1	Plumbing Plan - Underground	Bid	2-03-2017
70.	P1.2	Plumbing Plan - Basement and 1st Floor	Bid	2-03-2017
71.	P1.3	Plumbing Plan - Second Floor	Bid	2-03-2017
72.	P1.4	Plumbing Plan - Roof	Bid	2-03-2017
73.	P2.1	Plumbing Details and Schedules	Bid	2-03-2017
74.	P3.1	Plumbing Risers	Bid	2-03-2017
<b>FIRE PROTECTION</b>				
75.	FPO-1	Fire Protection Notes, Symbols, Details	Bid	2-03-2017
76.	FP1-1	Fire Protection Plans	Bid	2-03-2017

## CHICAGO HOUSING AUTHORITY

### 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
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## CHICAGO HOUSING AUTHORITY

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

# CHICAGO HOUSING AUTHORITY

- 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](http://www.thecha.org).

CHICAGO HOUSING AUTHORITY

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



CHICAGO HOUSING AUTHORITY

**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 amount 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.

CCC Holdings, Inc. dba Chicago Commercial Construction

(Business/Contractor's Name)

By: Jennifer L. Cullen  
(Signature)

DATE: 04/19/2017

Jennifer L. Cullen

(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: 9101 S. Baltimore Ave.

City, State, Zip: Chicago, IL 60617

Taxpayer ID. No: [REDACTED]

Telephone No: (773 ) 721-2500

Fax No: (773 )

721-0543

Email: fkutschke@ccc-chicago.com

114027

(Vendor Code)

12070

(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

four million two hundred forty six thousand one hundred and two dollars

(\$ 4,246,102.00 ) 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 one hundred and eighty (180) 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

Title:

Chief Procurement Officer  
Chicago Housing Authority  
60 East Van Buren St, 13<sup>th</sup> Floor  
Chicago, IL 60605

Date Signed: 6/30/17



## CHICAGO HOUSING AUTHORITY



### Quick Guide Contract Compliance Requirements

Contract Compliance, within the Department of Procurement and Contracts, is responsible for monitoring the Minority/Women/Disadvantaged Business Enterprises (M/W/DBE) and Section 3 policies and the Davis-Bacon regulations for the Chicago Housing Authority.

#### What Compliance Requirements apply to the different types of contracts?

Type of Contract	M/W/DBE	Section 3	Davis-Bacon
Professional Service	Yes	Yes	No
Construction	Yes	Yes	Yes

#### Minority/Women/Disadvantaged Business Enterprises (M/W/DBEs)

In accordance with the Chicago Housing Authority's M/W/DBE policy, minority, women, and disadvantaged businesses have the maximum opportunity to participate in the performance of contracts awarded by CHA. Depending upon the type of contract and the dollar value, the following requirements are in place for M/W/DBE subcontracting:

Type of Contract	Contract Amount	MBE/WBE/DBE Participation
Construction	\$25,000 - \$200,000	25%
	\$200,001 - \$500,000	30%
	\$500,001 - \$1,000,000	35%
	\$1,000,001 +	40%
Service and Supply & Delivery	\$25,000 +	20%

#### Required M/W/DBE Documents:

Document Name	To be Completed By	Details
Schedule A: M/W/DBE UTILIZATION PLAN	Prime Contractor	This form lists out all M/W/DBE subcontractors the Prime plans to work with that will count towards their M/W/DBE subcontracting requirements, including a self-performing Prime.
Schedule C: LETTER OF INTENT	Each M/W/DBE listed on the Schedule A, including a self-performing Prime Contractor	This form will be submitted by each subcontractor listed on the Schedule A. If a Prime is an M/W/DBE and they are self-performing, they must submit a Schedule C. The information outlined on the Schedule C must correspond with the Schedule A. A valid certification letter must be attached.
Letter of Certification	Each M/W/DBE listed on the Schedule A, including a self-performing Prime Contractor	This form must be submitted with every Schedule C. Applications are not accepted and the certification letter cannot be expired.
Waiver Request- M/W/DBE	Prime Contractor	This form is only to be used if a vendor cannot meet their subcontracting requirements. The form must have two things outlined in the justification/request portion for the waiver request: (1) scope of work and (2) reason the Prime cannot meet the commitments outlined. Make sure that all good faith efforts, including indirect participation, have been exhausted.

- B2Gnow requires Prime Contractors to login and approve payments from CHA and enter payments they have made to subcontractors.
- Subcontractors are then required to login and approve payments entered by the Prime Contractor.

# CHICAGO HOUSING AUTHORITY



## Quick Guide Contract Compliance Requirements

### Section 3

Under CHA's Section 3 policy, there are multiple requirements. Hiring and Subcontracting are required under Section 3, and vendors cannot choose between the two. Section 3 does not apply to Supply & Delivery contracts.

- **Hiring** – 30% of all of new hires must be Section 3 employees. This includes CHA and low-income Chicago area residents. The Prime will be required to complete the Schedule B and outline all of the employees who are needed to complete this scope of work. Through the hiring chart on Schedule B- Section 3 Utilization Plan, Compliance is able to determine how many Section 3 employees are needed for the contract. The 30% of all new hires covers new hires for the Prime Contractor and the Subcontractors. Contractors will be required to utilize CHA's Section 3 Job Opportunities website, which allows Section 3 individuals to apply for open positions on CHA contracts. The Section 3 Opportunities system is replacing the Job Order Form process and will require Applicants to actively apply for jobs and Employers to interview and hire for their Section 3 positions based on a streamlined process in accordance with HUD's Code of Federal Regulations (CFR). Section 3 Hiring Specialists will be responsible for initiating the job postings and approving the job profiles prior to the new jobs posting to the website available to the public.
- **Subcontracting** – Prime Contractors are required to subcontract 10% of the total contract value for construction contracts and 3% of the total contract value for all other contracts to Section 3 Business Concerns. CHA's Section 3 Business Concern Registry is a great place to start when looking for Section 3 Businesses to contract with. HUD does perform random audits of the businesses in this registry.

**What makes a business a Section 3 Business Concern?** There are three ways a business can qualify as a Section 3 Business Concern:

1. A business that is 51 percent or more owned by section 3 residents, meaning a CHA resident or low-income Chicago area resident;
2. A business whose permanent, full-time employees are made up of at least 30 percent of section 3 residents (including CHA and low-income residents), or within three years of the date of first employment with the business concern were section 3 residents; or
3. A business that subcontracts 25 percent or more of their total subcontracts to business concerns that meet the qualifications in the first two options (this is identified on a project by project basis).

**PLEASE NOTE:** A business who is self-identified as a Section 3 Business Concern and also certified as an M/W/DBE will count towards the subcontracting goals for both the M/W/DBE and Section 3 Policies.

- **Other Economic Opportunities-** A Prime Contractor who has demonstrated its attempts, to the maximum extent feasible, to meet its Section 3 hiring and contracting goals may satisfy Section 3 obligations by engaging in Indirect Participation, Mentorship Program Participation, and/or Other Results-Oriented Economic Opportunities as alternative means to achieving Section 3 goals. In addition, a contribution to the Section 3 Fund is allowable under Other Economic Opportunities, as long as it is outlined in accordance with the Section 3 Policy. Please note that all Other Economic Opportunities must benefit the Section 3 resident and business community.

### Required Section 3 Documents:

Document Name	To be Completed By	Details
Schedule B SECTION 3 UTILIZATION PLAN	Prime Contractor	This form will outline your hiring, subcontracting, and other economic opportunities that the Prime is committing to.
Schedule C LETTER OF INTENT (also used for M/W/DBE subcontractors)	Each Section 3 Business Concern listed on the Schedule B, including a self-performing Prime Contractor	This will be submitted by each subcontractor listed on the Schedule B. If the self-identified Section 3 Business Concern is also a certified M/W/DBE, they can submit one Schedule C and indicate their status by checking off own qualifications.



## CHICAGO HOUSING AUTHORITY



### Quick Guide Contract Compliance Requirements

#### Section 3 Clause:

Construction Contractors must post the Section 3 Clause on-site. Each Prime Contractor is required to provide a copy of the notice to the CHA upon issuance of the notice to proceed. The Prime Contractor will also be required to demonstrate that the notice has been posted at the worksite in accordance with the Section 3 clause. This may be verified through site visits or a request by the CHA for proof of posting and notification to employees.

"The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin."

The Davis-Bacon & Related Acts apply to construction contracts over \$2,000 and ensure that all construction employees are paid in accordance with the Department of Labor's wage decision. If there are union contractors, please ensure that Davis-Bacon wages are met, in accordance with the contract.

#### CERTIFIED PAYROLL SUBMITTAL & REPORTING

- Certified Payroll Reports must be entered into LCPTracker on a weekly basis.
- All wage rates and job classifications are available through LCPTracker, and will be utilized when entering weekly payroll updates.
- Schedule D- Hiring Reports are also uploaded through LCPTracker, for proof of hiring your Section 3 employees.
- If you ever have a question about job classifications that may not be listed on the wage decision, ask your Contract Compliance Specialist.

In addition to certified payroll reports, the CHA Compliance Team will perform random unannounced site visits. These site visits are then compared to payment information and certified payrolls submitted through B2Gnow and LCPTracker.

Please note that as long as your firm and all subcontractors are in compliance throughout this project, with everything we just covered, there should be no need for payment holds on our end. If you are ever concerned about invoices being placed on hold, always contact your Contract Compliance Specialist first, in order to ensure that your contract is in compliance and that CHA has no reason to hold your payment.

# CHICAGO HOUSING AUTHORITY



## Quick Guide Contract Compliance Requirements

### Compliance Utilization Plans

Below is a list of items needed to evaluate a full Compliance plan for CHA's M/W/DBE and Section 3 Policies:

#### Schedule A- M/W/DBE Utilization Plan

Detailed Requirement	
Schedule A	The Schedule A must be submitted, signed and notarized
Contract Amount	This amount must match all other bid documents
M/W/DBE Total	This amount must be the correct sum of all subcontract amounts listed on the Schedule A
Subcontractor Company Name	This must be listed for each Subcontractor listed on the Schedule A
Subcontractor Original MBE/WBE/DBE Dollars	The subcontract amount must be included for each Subcontractor
Subcontractor Work To Be Performed/Materials To Be Supplied	The scope of work, even if brief, must be included for each Subcontractor

#### Schedule B- Section 3 Utilization Plan

Detailed Requirement	
Schedule B was submitted	The Schedule B must be submitted, signed and notarized
Prime Contractor Acknowledgement of Section 3 Requirements	Page 4 of the Schedule B must be completed by a Principal of the Prime Contractor
All elements of the Hiring Chart	This includes all required fields (1) through (8) for the Prime and Subcontractors- refer to the instructions on page 2 of the Schedule B
Section 3 Business Concern must have their Business Name, Original Contract Value, and Scope of work outlined	This must be listed for each Section 3 Business Concern listed on the Schedule B
Other Economic Opportunities	If there is a shortfall in the hiring or contracting plans, Other Economic Opportunities must be proposed

#### Schedule C- Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants

Detailed Requirement	
Schedule Cs for every Subcontractor listed on the Schedule A and/or B must be submitted	The dollar values must correspond with the Schedule A and/or B
M/W/DBE or SECTION 3 BUSINESS CONCERN NAME	Subcontractor's Business Name must be indicated on page 1 of the Schedule C
M/W/DBE Certification Status	If the Subcontractor is listed on the Schedule A, they must identify their M/W/DBE certification status
Section 3 Business Concern Status	If the Subcontractor is listed on the Schedule B, they must identify their Section 3 status
Contract Value	The contract value outlined on the Schedule C must match the Schedule A- M/W/DBE Utilization Plan or B- Section 3 Utilization Plan



CHICAGO HOUSING AUTHORITY

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

SCHEDULE A – M/W/DBE UTILIZATION PLAN  
(To Be Completed by PRIME CONTRACTOR)

I. DIRECT PARTICIPATION

A. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_  
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

B. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_  
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

C. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_  
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_



CHICAGO HOUSING AUTHORITY

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

SCHEDULE A – M/W/DBE UTILIZATION PLAN  
(To Be Completed by PRIME CONTRACTOR)

D. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

E. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

F. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

CHICAGO HOUSING AUTHORITY

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

SCHEDULE A – M/W/DBE UTILIZATION PLAN  
(To Be Completed by PRIME CONTRACTOR)

G. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

H. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

I. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

CHICAGO HOUSING AUTHORITY

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Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN  
(To Be Completed by PRIME CONTRACTOR)

II. INDIRECT PARTICIPATION

A. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

B. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

C. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

CHICAGO HOUSING AUTHORITY

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

SCHEDULE A – M/W/DBE UTILIZATION PLAN  
(To Be Completed by PRIME CONTRACTOR)

D. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

E. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_

F. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ORIGINAL M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
AMENDED M/W/DBE DOLLAR VALUE: \_\_\_\_\_ % of Total Contract Value: \_\_\_\_\_  
*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): \_\_\_\_\_



CHICAGO HOUSING AUTHORITY

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

SCHEDULE A – M/W/DBE UTILIZATION PLAN  
(To Be Completed by PRIME CONTRACTOR)

AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule A are true and no material facts have been omitted.

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority. Copies of agreements including but not limited to joint ventures, subcontracts, supplier agreements, purchase orders referencing the SPEC., RFP, or Purchase Order Number shall be forwarded to the Procurement & Contracts Department, Contract Compliance Section, 60 East Van Buren, 13<sup>th</sup> Floor, Chicago, IL 60605.

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

NAME OF PRIME CONTRACTOR (Print or Type)

Chicago Commercial Construction

AUTHORIZED OFFICER

Jennifer L. Cullen

Name

Jennifer L. Cullen

Signature

04/19/2017

Date

NAME OF NOTARY (Print or Type)

Melissa D. Winston

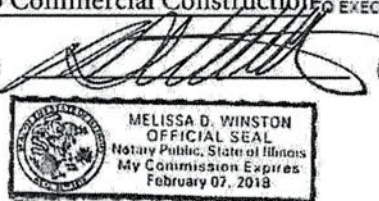
STATE OF IL COUNTY OF Cook ON THIS 19 DAY OF

April 2017 BEFORE ME APPEARED (NAME) Jennifer L. Cullen TO ME PERSONALLY

KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY

AUTHORIZED BY (NAME OF COMPANY) Chicago Commercial Construction TO EXECUTE THIS AFFIDAVIT AND DID SO AS

HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC



(SEAL) COMMISSION EXPIRES:

02/07/2018

CHICAGO HOUSING AUTHORITY

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Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN  
(To Be Completed by Prime Contractor)

PRIME/GENERAL CONTRACTOR'S NAME: Chicago Commercial Construction

RFP/IFB/RFO/CONTRACT or PO NUMBER: 2103 (2017) DATE FORM COMPLETED: 04/19/2017

PROJECT TITLE: Renovation at 1000 N. Sedgwick

CONTACT NAME/TITLE: Jennife L. Cullen

E-MAIL ADDRESS: fkutschke@ccc-chicago.com

PLEASE READ CAREFULLY AND SIGN THE ACKNOWLEDGMENT ON PAGE 4  
PRIOR TO COMPLETING AND SUBMITTING SCHEDULE B

Overview:

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135 and the CHA's Section 3 Policy. The Contractor hereby submits Schedule B to identify employment, subcontracting, and other opportunities for Chicago Housing Authority residents and low income Chicago area residents during the term of the contract between the Contractor and CHA. Any changes to this Utilization Plan must be approved by the Contract Compliance Specialist, via an amended Schedule B and Section 3 Change Form, when requested.

Type of Contract	Contract Amount	Section 3 Requirements		
		Hiring	Contracting	Other Economic Opportunities
Construction	All Contract Values	30% <i>Of all <u>new</u> hires</i>	10% <i>Of total contract value subcontracted</i>	See instructions
Other Contracts (Including Professional Service)	All Contract Values	30% <i>Of all <u>new</u> hires</i>	3% <i>Of total contract value subcontracted</i>	See instructions

## CHICAGO HOUSING AUTHORITY

CHICAGO HOUSING AUTHORITY (CHA)  
Department of Procurement and Contracts- Compliance Division

### SCHEDULE B - SECTION 3 UTILIZATION PLAN (To Be Completed by Prime Contractor)

#### Instructions:

##### Part I: Hiring

- Per 24 CFR 135.30, Section 3 requires at least 30% of the contractor's new hires be Section 3 residents.
- The prime contractor is required to fill out the Table I.b Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors in Part I: Hiring. This chart includes Section 3 hires, AS WELL AS all other non-section 3 hires for the scope of work.
- Table I.a SAMPLE Hiring Chart Entire Workforce for both Prime and all Subcontractors is provided to you as a sample.
- Table I.b Hiring Chart Entire Workforce for both Prime and all Subcontractors will require you to indicate the total workforce that you and your subcontractors already have in place and those you need to hire. You will need to list their (1) Job Titles, (2) Total Employees Needed at each Job Title, (3) Total Number of Employees Currently Employed at each Job Title, (4) Total New Hires Needed for each Job Title, (5) Total Section 3 Hires for each Job Title, (6) Total Columns (1) through (5) individually, and (7) Total New Section 3 Hires Required and (8) Percentage of New Hires that are Section 3.
- By filling out the hiring chart, the Contractor affirms that the jobs identified for Section 3 residents shall be for meaningful employment.
- A Prime Contractor may satisfy the CHA Resident Hiring Requirements through the hiring of Section 3 residents through his/her subcontractors.
- The Hiring Chart must be completed in its entirety, including a response for each column, in addition to proper calculations in each field where totals are required.
- If any proposed Section 3 positions cannot be filled, a Section 3 Change Form is required under the Section 3 Policy.
- Prime Contractors and Subcontractors are required to use CHA's Section 3 Job Opportunities website to fill all Section 3 positions.

##### Part II: Contracting

- Per 24 CFR 135.30, Section 3 requires Construction contracts to subcontract at least 10% of the work to Section 3 Business Concerns and 3% of the work for all Other Contracts.
- The definition of 'Section 3 Business Concern' under HUD Regulations is:
  - (1) 51 percent or more owned by section 3 residents; or
  - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
  - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- Section 3 subcontracting refers to direct participation (only subcontracts for work that is included in the scope of the project).
- Contractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in 24 CFR 135.36.
- The Prime Contractor is required to fill out the contracting information in Table II: Contracting Commitments, Table II.a: Section 3 Business Concern Contracts, Table II.b.: Contracting Shortfall (if necessary), and/or Table II.c: Outreach Efforts (if necessary) of Part II.
- Table II: Contracting Commitments requires you to indicate the Total Dollar Value being subcontracted to Section 3 Business Concerns and the percentage of the total contract value, to which the total of all Section 3 Business Concern subcontracts is equivalent.

## CHICAGO HOUSING AUTHORITY

### CHICAGO HOUSING AUTHORITY (CHA) Department of Procurement and Contracts- Compliance Division

#### SCHEDULE B - SECTION 3 UTILIZATION PLAN (To Be Completed by Prime Contractor)

- Table II.a. Section 3 Business Concern Contracts requires you to identify each Section 3 Business Concern that will hold a subcontract under this Contract. The Company's Name, Contract Value, and Scope of Work to be Performed must be identified in order for the plan to be considered complete. A corresponding Schedule C must be submitted with the Schedule B.
- Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 135.
  - When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall
  - If the prime contractor is unable to contract to a Section 3 Business Concern, all outreach efforts must be documented in Table II.c. Outreach Efforts. You must document all of the companies that have been contacted for subcontracting opportunities. If there are limited companies available who perform the necessary duties under this scope of work, please indicate in the 'reasons for not subcontracting'.
  - This is required before Other Economic Opportunities are proposed.
- **PRIME CONTRACTOR MUST USE CHA'S SECTION 3 JOB OPPORTUNITIES WEBSITE TO IDENTIFY AND HIRE ANY AND ALL SECTION 3 EMPLOYEES. CHA WILL NOT CONSIDER OR AUTHORIZE ANY ALTERNATE PROPOSALS TO IDENTIFY SUCH EMPLOYEES.**

#### Part III: Other Economic Opportunities

- In the event that a Prime Contractor has demonstrated no plan or need to hire and/or subcontract or is unable to meet the hiring and/or subcontracting requirements in Part I and Part II, the Prime Contractor is required to provide other economic opportunities by completing the Table III: Other Economic Opportunities Plan(s).
- **PLEASE NOTE THAT THE INABILITY TO MEET THE HIRING AND/OR SUBCONTRACTING REQUIREMENT MUST BE DOCUMENTED COMPLETELY IN PART I: HIRING AND PART II: CONTRACTING BEFORE COMPLETING PART III: OTHER ECONOMIC OPPORTUNITIES.**
- Other Economic Opportunities could include indirect subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, or other economic opportunities directed towards section 3 residents and businesses. Any Other Economic Opportunities must be proposed on pages 10 through 12 in Part III: OTHER ECONOMIC OPPORTUNITIES.
- If the other forms of Other Economic Opportunities are not feasible, the Prime Contractor may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:
  - **Hiring Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full hiring requirements (30% of new hires), and cannot provide other economic opportunities outlined above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund. **NOTE: The amount shall not exceed \$100,000 for any one contract.**
  - **Contracting Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full Section 3 Business Concern subcontracting requirements, and cannot provide other economic opportunities outlined above, the difference between 10% of the covered contract (building, trade work) or 3% (non-construction) and the actual amount provided to Section 3 Business Concerns must be paid to the Section 3 Fund. **NOTE: The amount shall not exceed \$500,000 for any one contract.**
  - A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented the infeasibility of offering any Other Economic Opportunities. **NOTE: The amount shall not exceed \$500,000 for any one contract.**



CHICAGO HOUSING AUTHORITY

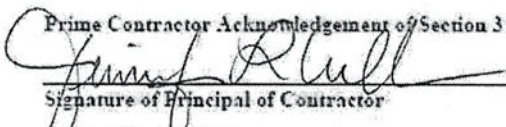
CHICAGO HOUSING AUTHORITY (CHA)  
Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN  
(To Be Completed by Prime Contractor)

- Charts have been provided for each category accepted under Other Economic Opportunities. You must outline the actual proposed opportunity, how you will measure the success of this opportunity, and the anticipated results. You will only need to complete the tables that apply to your Section 3 Plan.
- Please reference the Section 3 Policy for more details.

This page (page 4) must be signed by a Principal of the Contractor. The last page (page 12) must be signed and notarized. This document is subject to change, by the CHA, at any time.

Prime Contractor Acknowledgement of Section 3 Requirement:

  
Signature of Principal of Contractor

Jennifer L. Cullen

Print Name



CHICAGO HOUSING AUTHORITY

CHICAGO HOUSING AUTHORITY (CHA)

Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN

(To Be Completed by Prime Contractor)

Part I: Hiring

SAMPLE HIRING CHART

Table I.a: SAMPLe Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors

(1)	(2)	(3)	(4)	(5)
Job Titles	Total Number of Employees Needed at each Job Title	Total Number of Employees Currently Employed at each Job Title	Total New Hires Needed for each Job Title	Total Section 3 Hires for Each Job Title
List the Job Titles that are needed to complete your scope of work- including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.	List how many employees are needed to complete the Scope of Work for each Job Title.	List how many employees are currently employed at this position.	List how many of these positions are currently open.	List the number of Section 3 hires you will commit to for each position.
Painters	10	8	2	0
Laborers	20	19	1	1
Carpenters	15	15	0	0
Bricklayers	4	4	0	0
Sprinkler Fitter	3	3	0	0
Marble Mason	1	1	0	0
Electrician	6	5	1	0
Power Equipment Operator	2	2	0	0
Iron Worker	5	5	0	0
Cement Mason	2	2	0	0
Plumber	4	4	0	0
Roofer	10	10	0	0
Administrative Assistant	2	1	1	1
Superintendent	1	1	0	0
Payroll Coordinator	1	0	1	1
(6) Totals:	86	80	6	3

(7) Total New Section 3 Hires Required: (Total of column (4) x 0.3) round up to the nearest whole number	2
(8) Percentage of New Hires that are Section 3: (Total of column (5) ÷ Total of column (4)) x 100= % of New Hires	50%

**CHICAGO HOUSING AUTHORITY**

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Department of Procurement and Contracts- Compliance Division

**SCHEDULE B - SECTION 3 UTILIZATION PLAN**  
(To Be Completed by Prime Contractor)

In the Section below, complete the hiring chart in accordance with the instructions on page 2. Please reference the Sample Hiring Chart.

**Table I.b: Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors**

(1)	(2)	(3)	(4)	(5)
Job Titles	Total Number of Employees Needed at each Job Title	Total Number of Employees Currently Employed at each Job Title	Total New Hires Needed for each Job Title	Total Section 3 Hires for Each Job Title
<i>List the Job Titles that are needed to complete your scope of work- including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i>	<i>List how many employees are needed to complete the Scope of Work for each Job Title.</i>	<i>List how many employees are currently employed at this position.</i>	<i>List how many of these positions are currently open.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
<b>(6) Totals:</b>				

<b>(7) Total New Section 3 Hires Required:</b> <i>(Total of column (4) x 0.3) round up to the nearest whole number</i>	
<b>(8) Percentage of New Hires that are Section 3:</b> <i>(Total of column (5) ÷ Total of column (4)) x 100= % of New Hires</i>	



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SCHEDULE B - SECTION 3 UTILIZATION PLAN  
(To Be Completed by Prime Contractor)

Part II: CONTRACTING

Table II: Contracting Commitments

In the section below, outline the total dollar value and percentage of the total contract value that will be subcontracted with Section 3 Business Concerns.

Total Dollar Value of Section 3 Business Concern Contracts:	\$
Total Percentage of Section 3 Business Concern Contracts:	%

Table II.a.- Section 3 Business Concern Contracts: In the table on the next page, outline the Section 3 Business Concerns that will be working on this contract. (Note: Each subcontractor listed below must submit a corresponding Schedule C)

CONTACTS TO SECTION 3 BUSINESS CONCERNS	
COMPANY NAME: _____	
ADDRESS: _____	
CONTACT PERSON: _____	TELEPHONE: _____
E-MAIL ADDRESS: _____	
ORIGINAL CONTRACT DOLLAR VALUE: _____	
AMENDED CONTRACT DOLLAR VALUE: _____	
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.	
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____	
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): _____	
COMPANY NAME: _____	
ADDRESS: _____	
CONTACT PERSON: _____	TELEPHONE: _____
E-MAIL ADDRESS: _____	
ORIGINAL CONTRACT DOLLAR VALUE: _____	
AMENDED CONTRACT DOLLAR VALUE: _____	
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.	
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____	
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): _____	

(If more space is needed, you can use page 8 multiple times)

CHICAGO HOUSING AUTHORITY

CHICAGO HOUSING AUTHORITY (CHA)  
Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN  
(To Be Completed by Prime Contractor)

Contracts to Section 3 Business Concerns (continued)

COMPANY NAME: \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

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

ORIGINAL CONTRACT DOLLAR VALUE: \_\_\_\_\_

AMENDED CONTRACT DOLLAR VALUE: \_\_\_\_\_

*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*

WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

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

ORIGINAL CONTRACT DOLLAR VALUE: \_\_\_\_\_

AMENDED CONTRACT DOLLAR VALUE: \_\_\_\_\_

*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*

WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

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

ORIGINAL CONTRACT DOLLAR VALUE: \_\_\_\_\_

AMENDED CONTRACT DOLLAR VALUE: \_\_\_\_\_

*NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.*

WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):  
\_\_\_\_\_

CHICAGO HOUSING AUTHORITY

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Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN  
(To Be Completed by Prime Contractor)

Table II.b: Contracting Shortfall

If the Prime Contractor cannot meet the minimum contracting requirements, outlined on pages 2 through 4, provide the reasoning below. You must include the scope of work and why you cannot meet the requirements. For additional space, please attach a document on your company's letterhead.

--

Table II.c: Outreach Efforts

If the Prime Contractor is unable to find subcontractors, after exhausting all good faith efforts, to perform under this scope of work, list the Companies that were contacted for subcontracting opportunities for this contract.

Outreach Efforts	
Business Name:	
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for not subcontracting:	
Business Name:	
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for not subcontracting:	

CHICAGO HOUSING AUTHORITY

CHICAGO HOUSING AUTHORITY (CHA)  
Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN  
(To Be Completed by Prime Contractor)

Part III: OTHER ECONOMIC OPPORTUNITIES

Table III: Other Economic Opportunities Plan(s)

THIS SECTION MUST BE COMPLETED IF YOUR PLAN DOES NOT MEET THE MINIMUM HIRING (30% OF NEW HIRES) AND/OR CONTRACTING (10%/3%) REQUIREMENTS.

In the space provided below, please outline your plan to provide other economic opportunities to a Section 3 or low-income person (if more space is needed, please provide an attachment to this Schedule B). Examples of plans may include internship programs, mentorship programs, and teaming agreements. Please note that any indirect subcontracting should also be described in the section below. Refer to the instruction page for more information.

**Indirect Participation (subcontracting to a Section 3 business for work outside the scope)**

Note: An indirect subcontractor should still submit a Schedule C to correspond with this information.

COMPANY NAME: \_\_\_\_\_  
ORIGINAL CONTRACT DOLLAR VALUE: \_\_\_\_\_  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_  
ORIGINAL CONTRACT DOLLAR VALUE: \_\_\_\_\_  
WORK TO BE PERFORMED/MATERIALS SUPPLIED: \_\_\_\_\_

**Mentorship Program Participation**

Describe in detail the work that will be performed by the Section 3 Resident or Business Concern

Quantifiable Goals

Anticipated Results



CHICAGO HOUSING AUTHORITY

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**SCHEDULE B - SECTION 3 UTILIZATION PLAN**  
(To Be Completed by Prime Contractor)

Training Program	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goals	
Anticipated Results	

Internship Program	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goals	
Anticipated Results	

Other Results-Oriented Economic Opportunities (Please Describe)	
Note: Any part-time hires can be represented here.	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goals	
Anticipated Results	

# CHICAGO HOUSING AUTHORITY

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## SCHEDULE B - SECTION 3 UTILIZATION PLAN (To Be Completed by Prime Contractor)

Please select which type of contribution is being paid into the Section 3 Fund, according to your Schedule B- Section 3 Utilization Plan. If a contribution is being made for Hiring and Contracting, you should indicate that in the chart below.

<b>Section 3 Fund</b>			
Note: Please refer to page three (3) Part III: Other Economic Opportunities for more details on contributions.			
Hiring	<input type="checkbox"/>	5% of total contract value (Construction)- Not to Exceed \$100,000	
	<input type="checkbox"/>	1.5% of total contract value (Professional Service)- Not to Exceed \$100,000	
Contracting	<input type="checkbox"/>	Contributing the difference between the actual subcontracting dollar amount and the minimum subcontracting requirement	<input type="checkbox"/> 10% of total contract value (Construction) Not to Exceed \$500,000
		Not to Exceed \$500,000	<input type="checkbox"/> 3% (Other Contracts- including Professional Service) Not to Exceed \$500,000

### Contribution to Section 3 Fund

(this is the total of all hiring and Contracting contributions identified in the Section 3 Fund chart above)

Dollar Value of Contribution	\$
------------------------------	----

How will I contribute the funds?	<input type="checkbox"/> CHA can deduct portions from each of my purchase orders	<input type="checkbox"/> I will submit one check to cover the full contribution amount
----------------------------------	--	--

By signing below, the Contractor hereby agrees to comply with the Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the CHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form at the time the bid or proposal is due.

### Chicago Commercial Construction

NAME OF PRIME CONTRACTOR (Print or Type)

Jennifer L. Cullen

NAME OF AUTHORIZED OFFICER

Melissa D. Winston

Date 04/19/2017

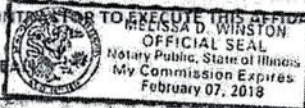
NAME OF NOTARY (Print or Type)

STATE OF IL COUNTY OF Cook ON THIS 19 DAY OF April 20 17 BEFORE ME APPEARED (NAME) Jennifer L. Cullen

TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC:

COMMISSION EXPIRES: 02/07/2018



INTERNAL CHA APPROVAL:

COMPLIANCE MANAGER'S SIGNATURE

DATE

INTERNAL CHA APPROVAL:

SECTION 3 ADMINISTRATOR


DATE

(Applicable when Other Economic Opportunities are proposed)



## Name of Contractor Chicago Commercial Construction

04/19/2017

DESCRIPTION OF JOB		Estimated Start Date	Estimated Completion Date	Bonded Project	Unbonded Project	Column 1 Contract Price (Including Approved Change Orders)	Column 2 Contractors Estimated Cost When Bid and Cost of Appr. Change Orders	Column 3 Total Billed To Date Including Retainage	Column 4 Total Cost To Date	Column 5 Total Estimated Cost to Complete
1	SRIP-TO12		05/30/2017	X		\$1,538,465.00				\$500,000.00
2	SRIP-TO13		05/30/2017 06/30/2017	X		\$1,429,326.00				\$500,000.00
3	Midway Security Guard Booths			X		\$1,708,053.98				\$1,708,053.98
4	Elgin Maintenance Storage Garage		06/30/2017	X		\$513,782.00				\$513,782.00
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
Totals										
Total Uncompleted Work (Cost To Complete):						\$3,221,835.98				
Remarks:		Signature:  Title: President								



**HOUSING AUTHORITY OF COOK COUNTY**  
**Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

Bidder/Proposer Name: CCC Holdings, Inc. dba Chicago Commercial Construction  
Bidder/Proposer Address: 9101 S. Baltimore Ave., Chicago, IL 60617  
\_\_\_\_\_  
\_\_\_\_\_

IFB/RFP NUMBER: 2103

Federal Employee I.D. #:                      or Social Security #:                     

Instructions: **FOR USE WITH ALL CONTRACTS.** Every Contractor submitting a bid/proposal to the Housing Authority Of Cook County("HACC") must complete this Contractor's Affidavit. Special attention should be paid to those Sections which require the Contractor to provide certain information to the HACC. The Contractor should complete this Contractor's Affidavit by signing and notarizing Section XIV. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Contractor's Affidavit. In the event the Contractor is unable to certify to any of the statements contained herein, the Contractor must contact the Department of Procurement and Contracts of the HACC and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned Jennifer L. Cullen as President  
(Name) (Title)  
and on behalf of Chicago Commercial Construction ("Contractor") having been duly  
(Business Name)  
sworn under oath certifies that:

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

All bidders/proposers/contractors shall provide the following information with their bid/proposal/contract. Complete all blanks by entering the requested information or if the question is not applicable, answer with "NA". If the answer is none, please answer "none".

Bidder/Proposer is a: ☒ Corporation ☐ Sole Proprietor  
(Check One) ☐ Partnership ☐ Not-for-Profit Corporation  
☐ Joint Venture ☐ Other

## CONTRACTOR'S AFFIDAVIT

**Current Net Worth:** \$224,830.00 **Date Business Started** 04/24/2013

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**CONTRACTOR'S AFFIDAVIT**

of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print/Type)	Address	Ownership Interest
N/A		_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

**NOTE:** Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with its bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

**SECTION 2. PARTNERSHIP**

If the bidder/proposer is a partnership, indicate the name of each partner (or attach list) and the percentage of interest of each therein.

Name of Partners (Print/Type)	Percentage Interest
_____	_____%
_____	_____%
_____	_____%
_____	_____%

**SECTION 3. SOLE PROPRIETORSHIPS**

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: YES ☐ NO ☐  
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee (s), indicate the principal(s) for whom the agent or nominee holds such interest.

**HOUSING AUTHORITY OF COOK COUNTY**  
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**CONTRACTOR'S AFFIDAVIT**

Name(s) of Principal(s) (Print/Type)

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- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

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**SECTION 4. NOT-FOR-PROFIT CORPORATIONS**

- a. Incorporated in the State of \_\_\_\_\_.
- b. Authorized to do business in the State of Illinois YES [ ] NO [ ]
- c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

Name (Print/Type)	Title (Print/Type)	Name (Print/Type)	Title (Print/Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**NOTE:** The General Counsel may require any such additional information from any entity to achieve full disclosure relevant to the Contract. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Director of Procurement and Contracts takes action on the Contract or other action required of the General Counsel.

**HOUSING AUTHORITY OF COOK COUNTY**  
**Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

**II. CONTRACTOR CERTIFICATION**

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

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Contractor's Affidavit or if a subcontractor or subcontractor's affiliated entity during a period of three (3) years prior to the date of award of the subcontract:
  - a. Violated any of the provisions of 18 U.S.C. §666 (a) (2) and 720 ILCS 5/33E-1 et seq.
  - b. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the CHA, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - c. Agreed or colluded, or been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - d. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of Federal, state or local government as a result of engaging in or being convicted of bid-rigging in violation of the Illinois Criminal Code, 720 ILCS 5/33e-3, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of the Illinois Criminal Code, 720 ILCS 5/33E-4, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating.



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**CONTRACTOR'S AFFIDAVIT**

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

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

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

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

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

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

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person control or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity using substantially the same management, ownership or principals as the ineligible entity.
2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if this employee so convicted is no longer employed by the corporation and: (1) it has been finally indicated not guilty or (2) if it demonstrate to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.



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3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).
4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

**III. STATE TAX DELINQUENCIES**

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

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

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administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the HACC may enter into the contract if the HACC's Operating Officer determines that:

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

**IV. PUNISHMENT**

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

**V CERTIFICATION REGARDING SUSPENSION AND DISBARMENT**

A. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, state or local government or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in Section II (A) (1) above; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

**HOUSING AUTHORITY OF COOK COUNTY**  
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**CONTRACTOR'S AFFIDAVIT**

- B. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a detailed factual explanation to this certification.
- C. If any subcontractors are to be used in the performance of this Contract, the Contractor shall cause such subcontractors to certify as to paragraph of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach a detailed factual explanation to this certification.

**VI. EPA CONTRACTOR LISTING**

- A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:
  - 1. The Clean Air Act (42. U.S.C. 4701 et. seq.), as amended;
  - 2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;
  - 3. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCA) of 1976 (42 U.S.C. 6901, et. seq.), as amended;
  - 4. The Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et. seq.), as amended;
  - 5. Occupational Safety and Health Administration (OSHA) regulations, and any amendments thereto;
  - 6. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), as amended;
  - 7. Illinois Environmental Protection Agency regulations, as amended;
  - 8. Illinois Department of Labor regulations, as amended;
  - 9. City of Chicago Ordinances, as amended;
- B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency's ("EPA") List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.

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**CONTRACTOR'S AFFIDAVIT**

- C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA's List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.
- D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, Comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

**VII. CERTIFICATION OF RESTRICTION ON LOBBYING**

**THE CONTRACTOR CERTIFIES THAT:**

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.

**HOUSING AUTHORITY OF COOK COUNTY**  
**Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

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

**VIII. CERTIFICATION OF NONSEGREGATED FACILITIES**

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

- A. **REPORTS:** Within thirty (30) days after HACC award to the Contractor of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Contractor shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless the Contractor has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** The Contractor certifies that It does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term "segregated facilities" means waiting room, waiting area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further



**HOUSING AUTHORITY OF COOK COUNTY**  
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agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the HACC will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

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

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

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

**IX. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

YES \_\_\_\_\_ NO   X  

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

YES \_\_\_\_\_ NO   X



**HOUSING AUTHORITY OF COOK COUNTY**  
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**CONTRACTOR'S AFFIDAVIT**

**X. DAVIS – BACON CERTIFICATION**

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

**XI. SECTION 3 CERTIFICATION**

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

**XII. INCORPORATION INTO CONTRACT AND COMPLIANCE**

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. 1926 and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.

**XIII. ETHICS POLICY**

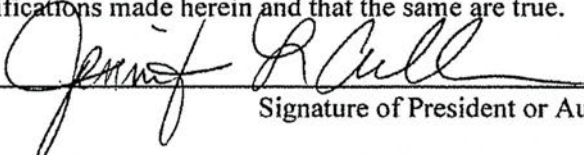
The Contractor hereby certifies that it shall comply with all the applicable provisions of the HACC's Ethics Policy. The Contractor further certifies that it has received and read a copy of the HACC's Ethics Policy.

**HOUSING AUTHORITY OF COOK COUNTY**  
**Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

**XIV. VERIFICATION**

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page I, that I have personal knowledge of all the certifications made herein and that the same are true.

  
Signature of President or Authorized Officer

Jennifer L. Cullen  
Name of President or Authorized Officer

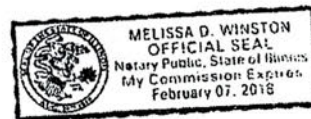
President  
Title

(773) 721-2500  
Telephone Number

State of IL )  
County of Cook )

Signed and sworn to before me this 02nd day of February, 20 17  
by Jennifer L. Cullen (Name) as President  
(Title) of Chicago Commercial Construction (Contractor)

Notary Public Signature 





Activity ID	Resources	Activity Name	Start	Finish	Actual Start	Actual Finish	Activity % Complete	Budgeted Total Cost	Actual Total Cost	Qtr 2, 2017	Qtr 3, 2017	Qtr 4, 2017					
CHA - 1000 N Sedgwick Renovation										May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Pre-Construction										13-Jul-17, Pre-Construction			16-Oct-17, Phase 1 - Exterior				
A1000		Bid Due Date	19-Apr-17	19-Apr-17			0%	\$0.00	\$0.00								
A1010		Notice of Award	01-Jun-17	01-Jun-17			0%	\$0.00	\$0.00								
A1020		Notice to Proceed	09-Jun-17	09-Jun-17			0%	\$0.00	\$0.00								
A1030		Submittals	02-Jun-17	13-Jul-17			0%	\$0.00	\$0.00								
Phase 1 - Exterior																	
A1040		Mobilization	13-Jun-17	26-Jun-17			0%	\$0.00	\$0.00								
A1050		Masonry	27-Jun-17	18-Sep-17			0%	\$0.00	\$0.00								
A1060		Windows	19-Sep-17	16-Oct-17			0%	\$0.00	\$0.00								
A1070		Exterior Demo/Removals	27-Jun-17	17-Jul-17			0%	\$0.00	\$0.00								
A1080		Concrete	18-Jul-17	07-Aug-17			0%	\$0.00	\$0.00								
A1090		Metal Canopy	08-Aug-17	21-Aug-17			0%	\$0.00	\$0.00								
A1100		Fencing	01-Aug-17	07-Aug-17			0%	\$0.00	\$0.00								
A1110		Landscaping	22-Aug-17	11-Sep-17			0%	\$0.00	\$0.00								
Phase 2 - Interior										01-Dec-17							
A1120		Mobilization	12-Jun-17	23-Jun-17			0%	\$0.00	\$0.00								
A1130		Interior Demo	26-Jun-17	21-Jul-17			0%	\$0.00	\$0.00								
A1140		Framing	24-Jul-17	18-Aug-17			0%	\$0.00	\$0.00								
A1150		Plumbing Rough-Ins	21-Aug-17	13-Oct-17			0%	\$0.00	\$0.00								
A1160		Electrical Rough-Ins	21-Aug-17	13-Oct-17			0%	\$0.00	\$0.00								
A1170		HVAC Rough-Ins	21-Aug-17	13-Oct-17			0%	\$0.00	\$0.00								
A1180		Drywall/Taping	16-Oct-17	03-Nov-17			0%	\$0.00	\$0.00								
A1190		Painting	06-Nov-17	24-Nov-17			0%	\$0.00	\$0.00								
A1200		Misc Carpentry	16-Oct-17	27-Oct-17			0%	\$0.00	\$0.00								
A1210		Interior Masonry	21-Aug-17	05-Sep-17			0%	\$0.00	\$0.00								
A1220		Interior Concrete	21-Aug-17	05-Sep-17			0%	\$0.00	\$0.00								
A1230		Elevator Install	06-Sep-17	03-Oct-17			0%	\$0.00	\$0.00								
A1240		Doors & Frames Install	06-Nov-17	24-Nov-17			0%	\$0.00	\$0.00								
A1250		Final MEP Connections	06-Nov-17	01-Dec-17			0%	\$0.00	\$0.00								
A1260		Cabinetry	30-Oct-17	24-Nov-17			0%	\$0.00	\$0.00								
A1270		Flooring	06-Nov-17	01-Dec-17			0%	\$0.00	\$0.00								
Closeout																	
A1280		Preliminary Acceptance	04-Dec-17	04-Dec-17			0%	\$0.00	\$0.00								
A1290		Closeout Documents	05-Dec-17	01-Jan-18			0%	\$0.00	\$0.00								
A1300		Punchlist	05-Dec-17	01-Jan-18			0%	\$0.00	\$0.00								
A1310		Final Acceptance	02-Jan-18	02-Jan-18			0%	\$0.00	\$0.00								



**HOUSING AUTHORITY OF COOK COUNTY**  
**Department of Procurement & Contracts**

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

Renovation of 1000 N. Sedgwick  
(IFB or RFP Title or P.O. Commodity Description)

2103 (2017)  
(IFB or RFP or P.O. No.)

As used in this certificate, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This Certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the **HOUSING AUTHORITY OF COOK COUNTY**, hereinafter referred to as Buyer:

A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

B. **PRIOR REPORTS:** If Seller has participated in a previous contract or subcontract subject to Equal Opportunity Clause (4) C.F.R. Section 60-1.4(a)(1) through (7), or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** Seller 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. Contractor 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. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Specifications for Bid or Request for Proposal. As used in this certification, the term "segregated facilities" means waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.** A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a

**HOUSING AUTHORITY OF COOK COUNTY**  
**Department of Procurement & Contracts**

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: If requested by Buyer, Seller shall promptly develop and submit a written affirmative action compliance program, and also require its subcontractors to establish and submit written affirmative action compliance programs ("Note: If Seller already has such a program, please so indicate by checking here [ ]).

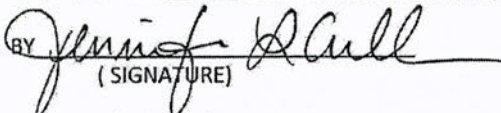
E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show probable cause or other such notification of non-compliance with EEO regulations.

F. CURRENT WORKFORCE: My/Our firm is committed to Equal Employment Opportunity and the Affirmative Action steps necessary to achieve the goals of the Executive Order. As of this date, the current Total workforce of my/our firm is as follow:

Job Classification	Total Employees	White		Black		Hispanic		Other	
		Male	Female	Male	Female	Male	Female	Male	Female
Officials	2	1	1						
Craft (Skilled)									
Laborers (Unskilled)	2	1	1						
Clerical	15	7	5	1			1		1

April

EXECUTED THIS 19th DAY OF April 20 17

BY   
(SIGNATURE)

Jennifer L. Cullen

(PRINTED OR TYPED NAME)

TITLE President

(PRINCIPAL)

Firm Name	Street Address
Chicago Commercial Construction	9101 S. Baltimore Ave.
City, State, Zip Code	Telephone Number
Chicago, IL 60617	(773) 721-2500



I HEREBY CERTIFY that the foregoing figures and statements contained herein submitted by me as an agent of the General Contractor for the purpose of obtaining mortgage insurance under the National Housing Act are true and correct and give a correct showing of

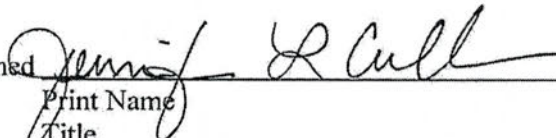
Chicago Commercial Construction 's financials for the period ending

12/31.

19th

April

Signed this \_\_\_\_\_ date of \_\_\_\_\_, 2017.

Signed   
Print Name  
Title

**Warning - HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)**

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly make or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.



## Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 02/29/2016)US Department of Housing and Urban Development  
Office of Housing/Federal Housing CommissionerUS Department of Agriculture  
Farmers Home Administration

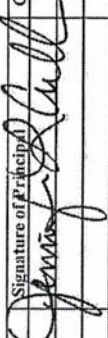
<b>Part I to be completed by Principals of Multifamily Projects (See Instructions)</b>		<b>For HUD HQ/FmHA use only</b>	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

**7. List all proposed Principals and attach organization chart for all organizations**  
Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate

8 Role of Each Principal in Project	9. Expected % Ownership in Project	10. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - b. The principals have no defaults or noncompliance under any Conventional Contract or Turkey Contract of Sale in connection with a public housing project;
  - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
  - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
  - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
  - h. All the names of the principals who propose to participate in this project are listed above.
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner not otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal Jennifer L. Cullen	Signature of Principal 	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

Previous editions are obsolete

## Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 02/29/2016)

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principal Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved )	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation. Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date
CCC Holdings, Inc. dba Chicago Commercial Construction	No Previous Participation				

## Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other (attach memorandum)
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Previous editions are obsolete

Page 2 of 2

ref Handbook 4065.1 Form HUD-2530 (02/2013)

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this 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.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.



## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.



(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**



# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

Jennifer L. Cullen-President [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [x] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [ ] has, [x] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[x] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

(a) [x] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [x] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [x] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [x] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [x] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or



community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

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

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [x] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[x] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

 02/02/2017  
(Signature and Date)

Jennifer L. Cullen

(Typed or Printed Name)

President

(Title)

Chicago Commercial Construction

(Company Name)

9101 S. Baltimore Ave., Chicago, IL 60617

(Company Address)

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

**Applicability.** This form is applicable to any construction/development contract greater than \$100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (j) "Work" means materials, workmanship, and manufacture and fabrication of components.

## 2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.



- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

#### Construction Requirements

##### 5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

##### 6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) 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

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

- reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

#### 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

#### 9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "shown" or "indicated", "detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be



required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
  - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  - (2) Protect the lives, health, and safety of other persons;
  - (3) Prevent damage to property, materials, supplies, and equipment; and,
  - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, 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 base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.



- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### 17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### 18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

#### 19. Energy Efficiency

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

#### 20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
  - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
  - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
  - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.



- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

#### 24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

#### Administrative Requirements

#### 25. Contract Period

The Contractor shall complete all work required on this contract within \_\_\_\_\_ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

#### 26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

#### 27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that
  - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
  - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
  - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Jennifer L. Cullen

Name:

President

Title:

02/27/2017

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.



Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$\_\_\_\_\_ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for Convenience

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

### 35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$\_\_\_\_\_ [Contracting Officer insert amount]



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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

- (a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.



- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
  - (d) The Contractor shall, 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, color, religion, sex, national origin, or handicap.
  - (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  - (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall 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.
  - (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, 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 under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
  - (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
  - (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### 41. Interest of Members of Congress

No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

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

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### 45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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



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

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under



- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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#### 47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
  - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

#### 48. Procurement of Recovered Materials.

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

**SPECIAL CONDITIONS  
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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.



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- (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

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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.

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- (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.



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- (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:

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- (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.

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- (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 AB
- All 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 5<sup>th</sup> 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.

<b>Milestone Name</b>	<b>Baseline Early/Actual Finish</b>	<b>Update Early/Actual Finish</b>	<b>Variance</b>
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

- (1) Workers' Compensation and Occupational Disease Insurance is required in



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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.

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**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.

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**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.



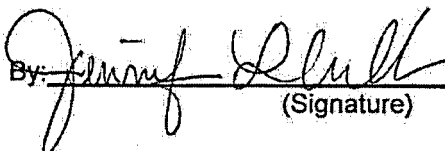
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**68. Consequential Damages**

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 Chicago Commercial Construction Date: 04/19/2017  
(Signature) (Contractor's Name)

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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\_\_.



\_\_\_\_\_ 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 19 day of April,

\_\_\_\_\_  
Chicago Commercial Construction  
(Contractor)

By: \_\_\_\_\_  
(Signature of Officer of Contractor)  
Jennifer L. Cullen - President  
(Typed Name and Title)

SPECIAL CONDITIONS  
RENOVATION OF 1000 N. SEDGWICK

CORPORATE REPRESENTATIVE

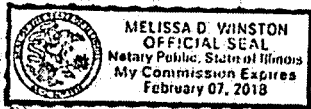
State of IL

County of Cook

On this 19th day of April, 2017, before me personally appeared Jennifer L. Cullen 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 Chicago in the State of IL, that said signatory is the President of Chicago Commercial Construction, 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: 02/07/2018





**SPECIAL CONDITIONS  
RENOVATION OF 1000 N. SEDGWICK**

**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  
RENOVATION OF 1000 N. SEDGWICK  
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  
RENOVATION OF 1000 N. SEDGWICK

EXHIBIT B

AFFIDAVITS, CERTIFICATES AND REPRESENTATIONS  
CERTIFICATION OF NONSOLICITATION

I hereby certify that I am the (Title) President and duly authorized representative of the firm of (Name of Firm, Address) Chicago Commercial Construction, 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.

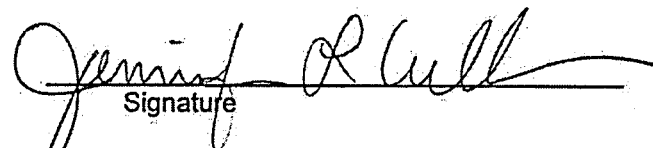
Signed at 9101 S. Baltimore Ave., Chicago, IL 60617

On this 19th day of April, 2017, for:

Chicago Commercial Construction

(Firm)

  
Witness

  
Signature

Jennifer L. Cullen

Name

President

Title



SPECIAL CONDITIONS  
RENOVATION OF 1000 N. SEDGWICK

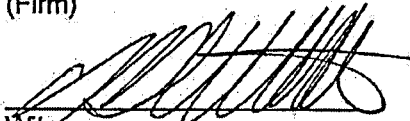
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND VOLUNTARY EXCLUSIONS

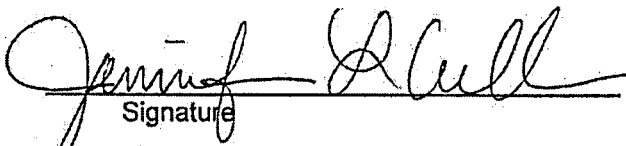
- (1) The Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, debarred or voluntarily excluded from covered transactions by any Federal department or agency and/or the CHA;
  - (b) Have not within 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 9101 S. Baltimore Ave., Chicago, IL 60617

On this 19 day of April, 2017, for:

Chicago Commercial Construction  
(Firm)

  
Witness

  
Signature  
Jennifer L. Cullen  
Name  
President  
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.



## CCC

9101 S Baltimore Avenue  
Chicago, IL 60617  
P: 773-721-2500  
F: 773-721-0543

CCC, Chicago Commercial Construction, has performed successfully on a wide variety of projects, specializing in municipal and private sector of the commercial and institutional construction marketplace. We have maintained a solid record of quality, reliability and customer service in a very demanding industry. The company performs on new construction, addition/alteration, tenant build-out/renovation, and all types of site work. Our past experiences grant us the diversity to manage projects under a variety of conditions.

### Capabilities:

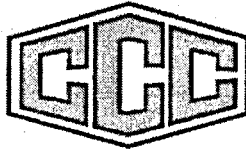
- General Contracting
- Job Order Contract Management
- Design Build Construction
- Masonry
- Concrete

### Project Area Specialization:

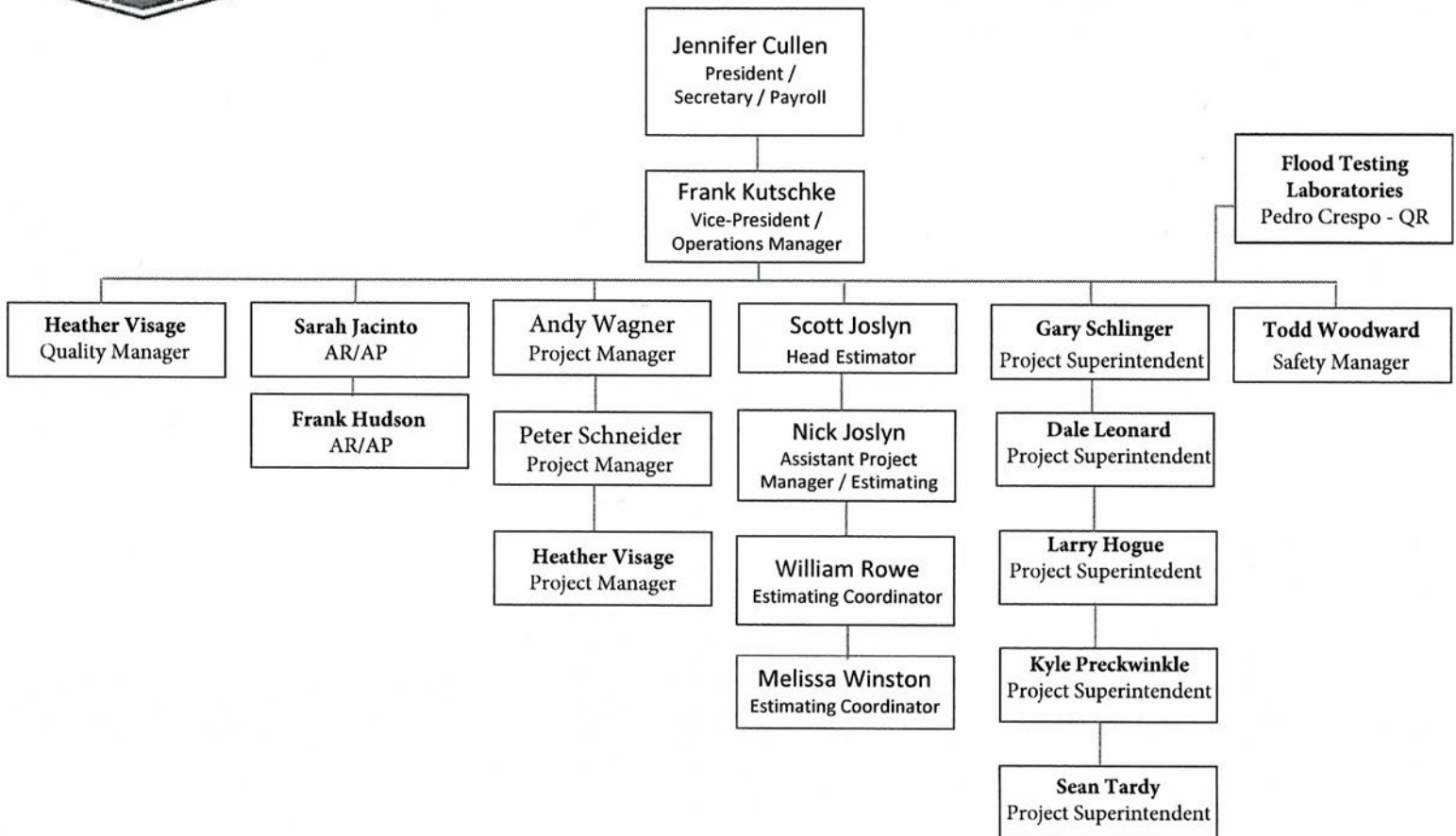
- Job Order Contracts (JOC)
- Campus Parks
- Public & Private Schools
- Landscaping
- Green roofs
- New Construction
- Construction Management
- Commercial Interior/Exterior Renovations
- Highrise Renovations
- Airports
- Forest Preserves

Chicago Commercial Construction was incorporated on April 24th, 2013 with Jennifer Cullen as President and Frank Kutschke as Vice President.





- A. CCC is dedicated to providing the most efficient project team to complete every project from estimating to close outs (Resumes or interviews are available upon request).
  - a. Project Superintendents for CHA Projects:
    - i. Larry Hogue
    - ii. Kevin Reynolds
  - b. Project Managers for CHA Projects:
    - i. Frank Kutschke
    - ii. Mike Pawlak
    - iii. Andy Wagner
    - iv. Scott Joslyn
  - c. Project Accountants/Engineers for CHA Projects:
    - i. Nick Joslyn
    - ii. Heather Visage
- B. CCC utilizes subcontractor's in accordance with CHA standards and qualifications. CCC JV will use M/W/DBE firms that are currently certified by:
  - a. City of Chicago
  - b. Cook County
  - c. Pace
  - d. Metra
  - e. CTA
  - f. CMS
  - g. SBA
  - h. CMBDC
  - i. IDOT
  - j. WBDC
- C. CCC has utilized the services of highly qualified for subcontracts in excess of \$100,000.00 on many projects. A few of the subcontractors who have performed are:
  - a. CPMH Construction
  - b. Elete Construction and Environmental
  - c. Hook's Concrete
  - d. Windy City Maintenance Contracting
  - e. RestoreWorks Masonry
  - f. MBB Enterprises of Chicago
  - g. Sanchez Paving
  - h. Matthew Paving
  - i. Sharlen Electric
  - j. Jaymor Electric
  - k. PMJ Enterprises
  - l. F&G Roofing
  - m. Knickerbocker Roofing



**SECTION B. EXPERIENCE & QUALIFICATIONS:**

**PART I. EVIDENCE OF TECHNICAL COMPETENCE AND PAST PERFORMANCE: PROJECT LIST**

**LIST A MINIMUM OF 5 PROJECTS COMPLETED IN THE LAST 5 YEARS COMPARABLE TO THE RENOVATION PROJECTS AS DESCRIBED BELOW.**

- ☒ **Group A** will be for contractors who have the ability to bid on, perform the work and wish to do work of projects valued from \$100,000 to \$500,000.
- ☒ **Group B** will be for contractors who have the ability to bid on, perform the work and wish to do work of projects valued over \$500,000 to \$1,500,000.
- ☒ **Group C** will be for contractors who have the ability to bid on, perform the work and wish to do work of projects valued over \$1,500,000 to \$3,000,000.

NON-CHA PROJECT NAME	COMPLETION DATE	CONTRACT VALUE
J.N. Thorp School	December, 2011	\$ 454,502.82
University of Illinois @ Chicago	August, 2013	\$ 238,299.00
Dunbar High School	February, 2010	\$ 734,886.49
Hearst Elementary School	November 2011	\$ 1,055,556.00
Alex Haley Elementary School	February 2012	\$ 2,425,964.27
Please complete one Part II. Technical Competence & Past Performance: Non-CHA Project Detail form for each project listed above.		
CHA PROJECT NAME	COMPLETION DATE	CONTRACT VALUE
		\$
		\$
		\$
		\$
		\$

Frank Kutschke  
Project Manager

---



#### PROFESSIONAL EXPERIENCE

- CCC – Project Manager
  - Since 2013
- The GFS Group – Project Manager
  - 2008 – 2012
- Kutschke and Company – Owner/Project Manager
  - 1989 – 2008

#### EDUCATION

- College of the Holy Cross
  - Bachelor of Science in Economics

#### PROJECT EXPERIENCE

- Curtis Elementary School *Chicago, IL* \$4 Million
- Lawndale Academy Boiler Replacement *Chicago, IL* \$5.8 Million
- 68<sup>th</sup> Street Pumping Station *Chicago, IL* \$3.3 Million
- US General Services Administration *Chicago, IL* \$1.1 Million
- Phillips High School *Chicago, IL* \$3.4 Million
- Bradwell Elementary School *Chicago, IL* \$2.1 Million
- Christopher Elementary School *Chicago, IL* \$5.2 Million
- Fenger Academy High School *Chicago, IL* \$5.2 Million
- Lane Tech High School *Chicago, IL* \$4.2 Million
- City Colleges – Site Upgrades to Eight Campuses *Chicago, IL* \$12 Million

#### AFFILIATIONS, CERTIFICATIONS & AWARDS

- Chicago Public Schools – Contractor of the Year



# MICHAEL PAWLAK

6308 Meadow Ridge Drive - Plainfield, IL 60586  
815.546.9252 Cell - [mik0728@comcast.net](mailto:mik0728@comcast.net)

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## Construction Manager / Estimator

- 1994 Bachelor's Degree with specialization in Construction Management.
- Project Manager for award winning project at University of Illinois at Chicago.
- CTA Rail Safety Trained, Metra Rail Safety Trained, OSHA 10-HR certified, CPR Certified.
- Proficient in Word, Excel, Primavera Suretrak, Procore, Microsoft Project, Layout & Design.
- Outstanding communication skills.
- Multi-project experience in Primavera P6 Scheduling (Baseline to Completion)

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## EDUCATION

**B.S. IN INDUSTRIAL EDUCATION & TECHNOLOGY - Concentration in Construction Management**  
WESTERN ILLINOIS UNIVERSITY - Macomb, IL - 1994

### RELATED COURSES

- Architecture
- Construction Management (Estimating, Scheduling, Contracting, Safety)
- Surveying
- Hydraulics & Pneumatics

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## RELEVANT EXPERIENCE

**CONSTRUCTION PROJECT MANAGER / ESTIMATOR**  
**Chicago Commercial Construction, Chicago, IL**

**NOV 15 – PRESENT**

Assigned to oversee superintendents and foremen on construction projects, including new buildings, remodels, and rehabs. Responsible for estimating, budgeting, requisitioning, scheduling, contract writing, negotiating change orders, cost control and quality control.

- Interface with owners, owner's representatives, contractors and architects.
- Interface with City agencies and inspectors for permit compliance.
- Responsible for project schedule and performance.
- Communicate with owner project managers and executives on project status.
- Managed trade union conflicts on numerous projects.
- Administer contracts and oversee Safety Program compliance.
- Supply all material, labor equipment and services necessary for the construction of the project.
- Work with subcontractors to ensure quality standards in addition to time-line and budget.
- Conduct technical and safety reviews of the project.
- Set up and lead project meetings to evaluate schedules, interact and address problems or issues, assess the project status by determining what project milestones have been achieved and the status of upcoming milestones and then adjust manpower to ensure the milestone will be accomplished.
- Set up and led customer meetings to ensure that there are no discrepancies between what the customer understands the design to be and what the design ends up being.
- Review shop drawings for accuracy and submittal to Architect for approval.
- Quantity take-offs for bidding purposes.
- Attend pre-bid meeting to review scope of projects and gain technical advantages for bidding purposes.

**CONSTRUCTION PROJECT MANAGER / ESTIMATOR**  
**BUILTECH CONSTRUCTION, SCHAUMBURG, IL**

**Jun 14 – Nov 15**

**CONSTRUCTION PROJECT MANAGER / ESTIMATOR / SUPERINTENDENT**  
**TYLER LANE CONSTRUCTION, DES PLAINES, IL**

**APR 11 – JUN 14**

**CONSTRUCTION PROJECT MANAGER / ESTIMATOR / SUPERINTENDENT**  
**SCALE CONSTRUCTION, INC., CHICAGO, IL**

**AUG 94 – AUG 09**

Projects performed for agencies such as: Wendy's, Starbucks, Sleepy's, Hair Cuttery, Chipotle, Potbelly, Vitamin World, Kiddie Academy, United States Coast Guard, Chicago Public Schools, Chicago Park District, University of Illinois at Chicago, University of Chicago, Museum of Science and Industry, Metra, Chicago Transit Authority, Governors State University, Evanston Water Utility, United States Post Office, Archdiocese of Chicago, UPS.

# Andrew L. Wagner

(773) 726-3133 • awagner@ccc-chicago.com

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Project management professional with ten years experience in the building and construction industry. My strong communication skills coupled with my ability to lead have been proven in my completion of projects on time and within budget. Currently seeking a position where my skills and experience can be put to use and further developed.

## Education

Iowa State University Ames, IA: B.S. Construction Engineering, December 2006

## Work Experience

*Chicago Commercial Construction: Project Manager (April 2016-Present)* Chicago, IL

### Responsibilities:

- Pre-Construction budgeting of projects from Pre-construction through final pricing approval
- Preparation of comprehensive bid packages for competitive subcontractor bidding.
- Schedule development and updates during construction period
- Subcontractor/Vendor procurement
- Cost reporting and cost control.
- Monthly billings to clients
- Submittal expediting and tracking
- Chair weekly project meetings
- Implemented and completed punchlist work
- Project Closeout

*Reed Construction: Project Manager (Dec 2014-April 2016)* Chicago, IL

### Responsibilities:

- Pre-Construction budgeting of projects from Pre-construction through final pricing approval
- Preparation of comprehensive bid packages for competitive subcontractor bidding.
- Schedule development and updates during construction period
- Subcontractor/Vendor procurement
- Cost reporting and cost control.
- Monthly billings to clients
- Submittal expediting and tracking
- Chair weekly project meetings
- Implemented and completed punchlist work
- Project Closeout

*Friedler Construction: Estimator/Project Manager (July 2009-Dec 2014)* Chicago, IL

### Responsibilities:

- Managed projects from preconstruction bidding through project completion and closeout
- Received and distributed subcontractor requests for information and clarifications
- Recorded and distributed drawings, specifications, and addenda.
- Prepared AIA Documents and obtained Lien Waivers and draw requests from subcontractors
- Lead weekly owner and field foreman progress and scheduling meetings
- Lead project safety meetings and conducted job site walkthroughs with field foreman and superintendents
- Submittal expediting and tracking
- Developed and updated project schedules, including material procurement and availability.
- Wrote and managed subcontracts
- Managed and documented changes in project scope

- Developed, distributed, and validated completion of punch lists
- Procured, organized, and submitted closeout documents

*Walsh Construction: Project Engineer (January 2007-June 2009) Chicago, IL Design Build/Healthcare*

**Responsibilities:**

- Reviewed bids and developed scopes of work for subcontracts.
- Lead weekly field foreman progress, schedule, and safety meetings
- Developed scope sheets and internal estimates for bidding
- Lead MEP coordination meetings
- Received, reviewed, and distributed material and drawing submittals
- Updated project schedule, including material procurement and availability
- Received and distributed subcontractor requests for information and clarifications
- Recorded and distributed drawings and specifications
- Developed, distributed, and verified completion of punch lists

**Project Experience**

- Westin North Shore Hotel (May 2005 -August 2005 Internship) • \$66 Million 412 room Hotel and Conference Center with Indoor Pool
- Westin Lombard Hotel (February 2007 - September 2008) • \$90 Million 500 room Hotel and Conference Center with Indoor Pool
- Centegra Ambulatory Care Mall (September 2007 - August 2008) • \$17 Million Medical Office Building with Immediate Care and Imaging Facilities
- Centegra Health Bridge Fitness Center II (August 2008 -June 2009) • \$29 Million Health Center with Indoor and Outdoor pools, Indoor Tennis Courts, and Indoor Jogging Track
- CPS-Vaughn Occupational High School SAC - Chicago, IL (June 2010 - Present) • \$500 Thousand Interior Renovation and Site Improvement to a Chicago Public Schools High School
- CPS-Austin O. Sexton ADA/MCR/AUD - Chicago, IL (April 2011 - Present) • \$5.5 Million Elevator Addition, ADA Bathroom renovation, Auditorium renovation, Site renovation, Roof Replacement, and Exterior Masonry renovation to a Chicago Public Schools Elementary School
- 1009 N Rush Street – Chicago, IL (December 2010 - Present) • \$400 Thousand Preparation of existing 4 story retail building for new high end retail tenants
- CPS-John C. Coonley ADA - Chicago, IL (April 2010 - August 2010) • \$1.5 Million Elevator Addition and ADA Renovation to a Chicago Public Schools Elementary School
- CPS-Dunbar High School CIP - Chicago, IL (September 2010 - March 2011) • \$1.5 Million Occupational classroom buildout to a Chicago Public Schools High School
- CPS-Hyde Park/Englewood/Simeon PLS - Chicago, IL (October 2010 - April 2011) • \$2 Million Pool Renovation at 3 Chicago Public Schools High Schools
- CPS-Austin O. Sexton ADA/MCR/AUD - Chicago, IL (April 2011 – October 2011) • \$5.5 Million Elevator Addition, ADA Bathroom renovation, Auditorium renovation, Site renovation, Roof Replacement, and Exterior Masonry renovation to a Chicago Public Schools Elementary School
- CDB-Truman College BP-5- Chicago, IL (June 2011 – December 2012) • \$1 Million Custom terrazzo tile flooring installation, New entrance vestibule, and custom exterior covered walkway canopy
- CPS-Johnson Elementary School SIP - Chicago, IL (May 2012 – September 2012) • \$500 Thousand Lighting Replacement and Site Improvement to a Chicago Public Schools Elementary School
- CPS-Cameron Elementary School MCR - Chicago, IL (May 2012 – Present) • \$8 Million Masonry Restoration, Roofing/Cornice replacement, Bathroom renovation, Interior Elevator/ADA improvements, Partial HVAC replacement, Interior Renovations, Parking Lot replacement, and Site Improvement to a Chicago Public Schools Elementary School
- CHA-Burnham Apartments - Chicago, IL (March 2012 – January 2013) • \$2 Million Window Replacement to an occupied Chicago Housing Authority Senior Housing building

- Kraft Foods Maintenance – Glenview and Northfield, IL (December 2014 – April 2016) • \$750,00  
Multiple maintenance projects at various Kraft Foods Facilities.
- 1007 Church Street Lobby – Evanston, IL (July 2015) \$500,000 Lobby Renovation. New carpet, painting throughout, glazing film on existing glass railings, new lighting, custom millwork and stone tile elevator bank facades on the 1<sup>st</sup> and second floors, custom lumicor lighted panels.
- Fifield Realty Office – Chicago, IL (June 2015 – August 2015) \$650,000 gut rehab office renovation. 6,500 sf interior office buildout.
- Kraft Foods Phase 1 – Glenview, IL (August 2015 – November 2015) \$650,00 office renovation for Kraft Foods at their Research and Development facility in Glenview, IL. Reconfiguration of meeting rooms, offices, and open office areas on 2 floors within an active facility.
- Mondelez Densification – Deerfield, IL (November 2015 – Jan 2016) \$1,400,000 office renovation. Densification of Mondelez headquarters from 2 floor to 1 at their world headquarters in Deerfield. Reconfiguration of open office areas for additional seating, removal of interior stair well for additional meeting space, separation of electrical and data services, decommissioning of 2<sup>nd</sup> floor, full refresh of 3<sup>rd</sup> floor, Immersive Telepresence Room on 3<sup>rd</sup> floor.
- 600 W. Jackson Lobby- Chicago, IL (November 2015 – December 2015) \$200,000 lobby renovation for building owner. New lighting and power, security desk, and custom lighted ceiling panels.
- Reed Office Renovation – Chicago, IL (February 2016 – April 2016) \$1,250,000 office renovation. Gut rehab of a full tenant floor including washrooms.
- 600 W. Jackson Elevator Cab Renovations – Chicago, IL (April 2016) \$75,000 elevator cab renovation. New flooring, wall panels, ceilings, lighting, security, and call buttons.



# **Matthew Scott Joslyn**

9842 South Millard Avenue  
Evergreen Park, IL 60805  
Cell: 773.936.3527  
[mscott.joslyn@gmail.com](mailto:mscott.joslyn@gmail.com)

## **SUMMARY OF QUALIFICATIONS**

Results-oriented, experienced construction professional with demonstrated expertise in new and existing capital projects. Demonstrates a powerful track record for successfully completing concurrent multi-sized projects through developing and building working partnerships with architects, engineers, area officials, and through coordinating and directing trades while maintaining costs and deadlines. A people-oriented manager with strong communication and team building skills who is committed to adhering to safety and compliance guidelines while producing high quality, energy efficient construction.

### **Area of Expertise:**

- Planning and scheduling of new construction and renovation
- Contract negotiations and administration
- Design troubleshooting
- Permit acquisition and knowledge of State Building Code regulations and acquisition
- Budget analysis and estimation of project costs
- Quality Control Management
- Safety and Compliance Management

## **PROFESSIONAL EXPERIENCE**

### **CHICAGO COMMERCIAL CONSTRUCTION**

Estimator/Project Manager

2015-Present

### **DSR GROUP, INC.**

Director of Construction Operations

2011 - 2015

Responsible for all aspects of commercial, residential and institutional construction projects including new and existing business development, estimating and bid submission, permit and building code acquisition, field supervision, budget analysis, quality control, safety and compliance management.

- Participated in construction management teams incorporating energy efficient building systems for residential and commercial use.
- Renovation and construction of new and existing residential and institutional buildings.
- Attended state and local construction summits targeting discussions about future projects.

### **BLACKWELL CONSTRUCTION, LLC**

Director of Construction and Project Management

2008 – 2011

Appointed Director of Construction to spearhead the development of Blackwell Construction, LLC, specializing in commercial, residential, and institutional construction. Responsibilities include estimating, project management, and new business development.

- Provided onsite construction management for multiple major metropolitan projects, including design, implementation and testing of 151 emergency consoles requiring coordination of architect, equipment vendors and subcontractors while adhering to a very tight deadline.
- Negotiated and estimated final contract amount for build-out of new 40,000 square foot office and warehouse complex for large Chicago roofing company. Project was completed ahead of deadline.
- Project manager for Voice Over Internet Phone System (VOIP) and cable installation for Community and Economic Development Association of Cook County (CEDA) field offices.
- Project manager for Loretto Hospital rehab and Chicago Public Schools ADA renovations.

**MAF CONSTRUCTION COMPANY  
WALTER S. JOSLYN CONSTRUCTION  
Operations Manager**

**2006 – 2008**

Operations Manager for mid-sized, start-up Construction Company specializing in residential, commercial, and institutional construction.

- Managed all phases of construction process including marketing, blueprint review and analysis of projects, preparation of construction documents, estimating, and acquiring building permits, subcontractor selection, material purchasing, scheduling, project budget, building code compliance, project development, safety compliance, quality control, certification of occupancy, and supervision of staff.
- Key Projects included:
  - 20 Unit Condo Conversion, Chicago, IL (\$1.7 Million)
  - Chicago Residential Two Story Addition (\$170,000.00)
  - American School Bus Co. Interior Renovation, Chicago Ridge, IL (\$160,000.00)
  - Hamline Early Childhood Center, Chicago, IL (\$1.6 Million)
  - Kingston Tile Office Building, Midlothian, IL (\$65,000.00)
  - Student Dormitory Building, Wheaton College, Chicago Campus (\$205,000.00)

**WALTER S. JOSLYN CONSTRUCTION  
President**

**1978 – 2008**

Owned and operated major construction company with \$26-29 million dollar annual sales revenue specializing in commercial and institutional construction. Job types include new, renovations, and expansions.

- Managed all phases of construction process for multiple concurrent projects, including design and blueprint review and analysis of projects, preparation of construction documents, bidding, preparing and acquiring building permits, subcontractor selection, material purchasing, scheduling, project budget, building code compliance, project development, quality control, and certification of occupancy.
- Renovation of Chicago Public Schools historical buildings to code while maintaining original interior and exterior design.
- Managed office staff comprised of 15 front office personnel; trained and managed 50 field employees at all level of experience.
- Worked with staff and outside architects, engineers and city officials through development and completion of projects.
- Key Projects and Selected Accomplishments
  - North Avenue Beach House, Chicago, IL (\$8 Million)
  - Wells High School Renovation, Chicago, IL (\$3.5 Million)
  - Lockport Middle School, Lockport, IL (\$15.5 Million)
  - Minooka High School Addition, Minooka, IL (\$4 Million)
  - 1st District Chicago Police Station, Chicago, IL (\$7.75 Million)
  - Various Chicago Public School Projects (\$100 Million)

**EDUCATION / CERTIFICATIONS**

**Education:**

Regis College, Denver Colorado, Bachelor of Science, Economics, 1978  
University of Wisconsin Extension, Madison, Wisconsin, Concrete and Carpentry Estimating, 1978  
Design-Build Workshop for DOD Projects, The Society of American Military Engineers  
Concrete Insulated Walls, Program CIWSC1, Solarcrete Energy Efficient Building Systems, Inc.  
Society of Military Engineers (Chicago Post, Lake Michigan Post and Kentuckiana Post)

**Licensure:**

City of Chicago Licensed Mason Contractor - #MC2

**Professional Memberships:**

Alpha Kappa Psi Fraternity

**Community Activities:**

Treasurer of Brother Rice High School Fathers Club  
Christ the King Parish Finance and Building Committee  
Volunteer: Construction Project Estimator, Brother Rice High School, Our Lady of Tepeyac Catholic Grammar School, Chicago IL; PADS Homeless Shelter

## **NICHOLAS S. JOSLYN**

9842 South Millard Avenue  
Evergreen Park, IL 60805  
Cell: 773.829.2988  
nicholasjoslyn22@gmail.com

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### **EDUCATION**

**Iona College, New Rochelle, NY**  
BS Accounting Major (with Honors), May 2015  
**University of Illinois at Chicago**  
MBA Finance 2016 (Prospective)

### **PROFESSIONAL EXPERIENCE**

**Chicago Commercial Construction**  
**Assistant Project Manager/Project Engineer**

**June 2015 - Present**

- Assist in bid estimating and procurement
- Maintain Quality Control and Safety Plans
- Developed scope sheets and internal estimates for bidding
- Procured and submitted project submittals
- Project Scheduling in Microsoft Project and Primavera P6
- Creating and tracking RFI's
- Document control coordinator

**Iona College, New Rochelle, NY**  
**VITA Program**

**February 2015 – June 2015**

- Offer free tax help to local tax payers
- Prepare tax returns using Intuit ProSeries tax software
- Communicate with tax payers as needed

**Iona Preparatory School**  
**Assistant Swim Coach**

**November 2014 – January 2015**

- Provide detailed swim instruction to 40 high school students
- Guide student athletes in personal and social development
- Help students reach goals by building a sense of teamwork and competition

**Municipal Bonds Insurance Agency**  
**Internal Audit Intern**

**November 2013 – March 2014**

- Performed audits of various business sectors of the company alongside the internal audit staff
- Evaluated risk and improved internal control efficiency by providing process improvements
- Performed clerical and office duties

**Iona College, New Rochelle, NY**  
**Admissions and Operations Office**

**2011 – 2014**

- Gave college tours to perspective students requiring knowledge of all academic, geographic and social aspects of the college
- Kept extensive current data of prospective student's information utilizing Microsoft Excel and Peoplesoft systems
- Performed clerical and office duties

### **HONORS AND AWARDS**

- Iona College Presidential Scholar, four-year Scholarship requiring 3.5 GPA or higher
- Iona College Honors Program, freshman through current semester
- Iona College Dean's List, freshman through current semester
- Division I NCAA Academic All-American
- Captain of the Iona College Men's Water Polo Team
- Member of Beta Alpha Psi, Academic Accounting Honors Society

### **ACTIVITIES AND VOLUNTEER**

- Iona College Division I Men's Water Polo
- Iona College Student Athletic Academic Council Representative
- Iona College Accounting Club
- Iona College Edmund Rice Society, open house organizer
- Iona College Gael Guides, prospective and new student campus tour guide
- Multiple community service activities per semester as part of the Iona College Men's Water Polo Team

# HEATHER M. VISAGE

15211 Millard Avenue Midlothian, IL 60445  
708.288.5123 • Heatherellis\_2007@yahoo.com

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## MANAGEMENT PROFESSIONAL:

Detail-oriented manager with 15+ years career distinguished by rapid promotions and success in advancing company goals through project management, database management, reporting, negotiations, and accounting. Skilled in keeping teams focused through consensus building and conflict resolution. Practiced in managing project stakeholders and teams to define and achieve project goals through strong budgeting and cost/time management outcomes. Excels in constructing and implementing changes that enhance performance, reliability, and functionality.

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## PROFESSIONAL EXPERIENCE

### **Tyler Lane Construction, Inc.**

Chicago, IL. • 2013–Current

*A multi-million-dollar restorations and lightning-fast SAFETY emergency repairs, new constructions and large renovations.*

#### **Project Manager/Project Engineer**

Assist in estimating process in order to have familiarity with projects from start.

Manage project documentation, including drawings, specifications, RFIs, Bulletins, ASIs, etc.

Attend Pre-Bid meetings for estimating.

Coordinates submittal process, including procurement logs, tracking, reviewing, resubmitting, and verification in field.

Negotiate and documenting subcontracts and change orders, job costing and forecasting.

Assist Superintendent with scheduling of subcontractors and ensuring quality installations; coverage for vacations.

Manages project close-out process including As-Builts, punch list, inspections, close out binders and occupancy.

### **Parts Specialists, Inc.**

Posen, IL • 2011–2013

*The most diverse elevator and escalator replacement parts source in the world.*

#### **Sales/Business Manager**

Promoted sales revenue growth through generation of qualified leads, participation in trade shows and other special events, and impeccable advertising production.

Performed accounts payable and receivable functions.

Obtain orders for parts and cable.

Track and maintain inventory.

### **The GFS Group of Companies/Chicago Commercial Contractors**

Huntley, IL •

2010–2011

*\$100M company specializing in a wide variety of municipal and private sector commercial and institutional construction marketplaces.*

#### **Assistant Business Manager**

Managed day-to-day project activities including project budgets, to meet project goals. Created cost reports, project documents, RFQ's, training to employees on Sage Timberline System, office manager for Chicago outlet office.



Implemented Master Subcontract Agreement.

High level of involvement in the operation of cost control system and analysis construction costs.

Obtain documentation to support subcontracts, material contracts and owner progress estimates including bonding, insurance and lien releases.

Support compliance effort relating to EEO, DBE/MBE.

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HEATHER M. ELLIS — Page 2 of 2 • 708.288.5123

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**KRAHL CONSTRUCTION**

Chicago, IL • 2007–2010

*\$100M company specializing in interior construction for office buildings and health care facilities.*

**Project Engineer (2009–2010)**

Promoted to spearhead pre-construction functions including buyout, bid evaluation, and scheduling. Managed day-to-day project activities including estimating take offs and project budgets, and negotiating subcontractor contracts to meet project goals. Created cost reports, and disseminated RFIs, shop drawings, submittals, and project documents.

Delivered \$15M project value within just one year.

Enriched customer experience through productive and frequent communication with building owners and end users.

Achieved on-time and on-budget projects by carefully managing change orders and their impact on budget and schedule.

**Project Manager Assistant (2007–2008)**

Delivered critical support for numerous processes of construction projects. Co-managed submittal process comprised of shop drawings, cut sheets, and product samples. Teamed with Project Manager to review subcontractor schedule of values and applications for payment. Assisted with close out by tracking punch list, as-built drawings, operating manuals, warranties, and government inspections.

Credited with key role in successful completion of numerous projects with combined value of \$40M+.

**ASCHER BROTHERS CO., INC.**

Chicago, IL • 2006–2007

*One of the premier painting contractors in the US.*

**Project Manager Assistant**

Kept project teams focused and on track through rigorous attention to detail. Produced Excel spreadsheet reports tracking job activities. Created and distributed bid letter and forms for contractors. Performed additional daily tasks including transmittals, correspondence, sample orders, and filing.

Cultivated excellent relationships with General Contractors through frequent communication during bid process, resulting in long-term business interactions.

Managed multiple project aspects including reviewing and executing contracts, insurance, RWP's, change orders, and billing.

**LEVY RESTAURANTS**

Chicago, IL • 2004–2006

*\$500M restaurant company operating 95 foodservice sites in 41 markets in the US and Canada.*

**Design & Construction Project Manager Assistant**

Gained deep foundation in project management through responsibility for various aspects of multimillion-dollar projects including budgeting, strategic planning, negotiations, architectural design, and contractor relations. Co-managed project budgets valued up to \$5M. Orchestrated travel arrangements and

meetings, and handled correspondence, vendors, insurance certificates, invoicing, and expense reports.

Achieved advantageous pricing with contractors to meet budget goals, using blue prints and marketing acumen to establish negotiating positions.

#### **CALAMOS INVESTMENTS**

Naperville, IL • 2001–2004

*Diversified investment firm serving institutions and individuals.*

##### **Institutional Associate**

Repeatedly given new challenges by company President and CIO to coordinate projects across departments and produce documents. Organized client meetings and meeting packets.

Created multiple documents to promote business development and inform clients, including monthly and quarterly investment performance reports and client presentations.

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HEATHER M. ELLIS — Page 3 of 3 • 708.288.5123

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## **PROFESSIONAL PROFILE**

### **EDUCATION**

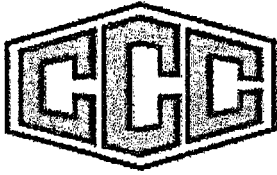
Bachelor's degree in Business Management (in progress) — UNIVERSITY OF PHOENIX  
Expected graduation 2014. Current GPA: 3.6

### **CERTIFICATES**

PMP Certification Program, In Progress  
First Aid, CPR and AED Certified, August 2013  
OSHA 30 Hour: Certified in OSHA safety standards, October 2009  
ASHE Certificate, June 2009  
OSHA 10 Hour: Certified in OSHA safety standards, January 2009  
Primavera Contractor Certified, February 2009  
Certificate of Completion for "The Nuts and Bolts of LEED", September 2008

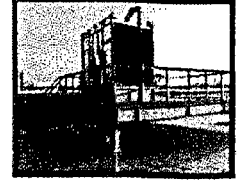
### **TECHNICAL SKILLS**

Microsoft Office • Russell Mellon database • Bloomberg • Visio • AutoCAD • MS Project • Suretrak •  
Sage Timberline • Primavera • On-Screen Take Off • ACT!2000 • LCP Tracker • Quickbooks



# Chicago Commercial Construction

*Devoting our passion and effort to continuously improve our level of professionalism:  
to champion safety and timely service while maintaining the highest level of integrity  
toward our customers and each other.*

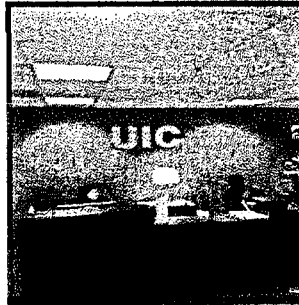
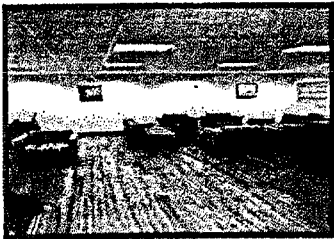


## General Contracting & Services Municipal/Commercial/Industrial



Banks  
Curtain Wall/Storefronts  
Demolition/Abatement  
Job Order Contracts  
Libraries  
Park Districts

Green Roof  
Schools/Universities  
Public Housing  
Site Work  
Renovations  
New Construction

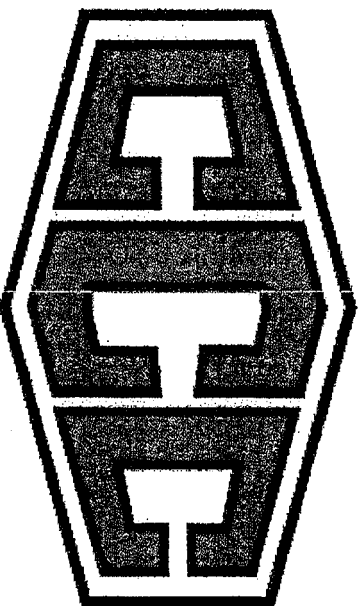


Pre-qualified customer base includes, City of Chicago, Chicago Public Schools, Chicago City Colleges, Chicago Park District, University of Illinois-Chicago, Government Services Agency, Veterans Administration, Housing Authority of Cook County, Chicago Housing Authority and Illinois Capital Development Board.

Specializing in publicly funded new construction, retrofit and rehabilitating senior and low income housing, elementary and secondary schools, banks and other specialty construction work.

**Building Relationships That Last!**

9101 South Baltimore, Chicago, IL 60617 (773)721-2500 Phone (773)721-0543 Fax  
[www.ccc-chicago.com](http://www.ccc-chicago.com)

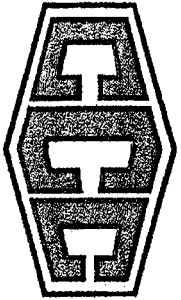


## Chicago Commercial Construction

*Devoting our passion and effort to continuously improve our level of professionalism; to champion safety and timely service while maintaining the highest level of integrity toward our customers and each other.*

*Building Relationships That Last!*





# General Contracting & Services

## Municipal/Commercial/Industrial

Banks

Curriculum wall/Storefronts

Demolition/Apartment

Job Order Contracts

Libraries

Park Districts

Green Roof

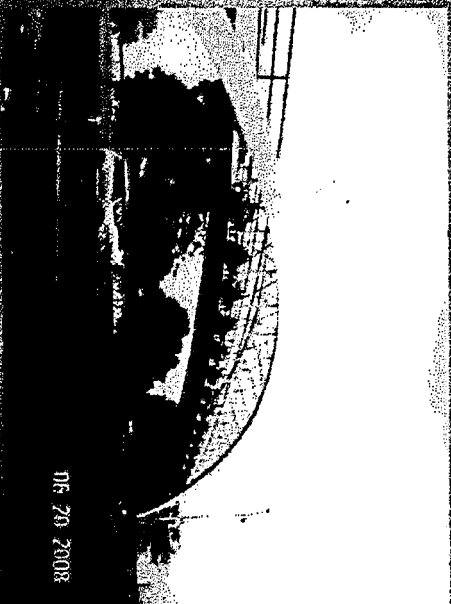
Schools/Universities

Public Housing

Site work

Renovations

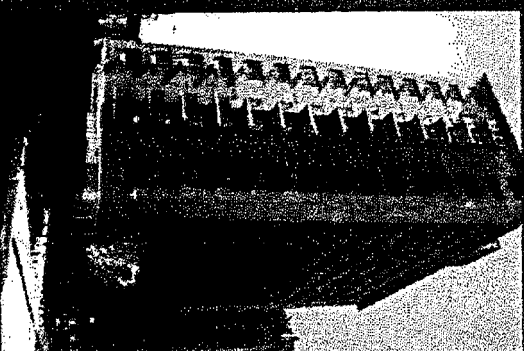
New Construction

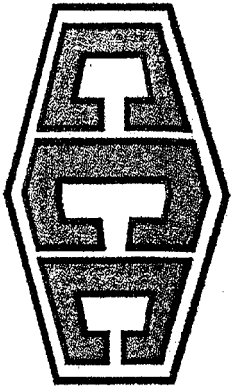


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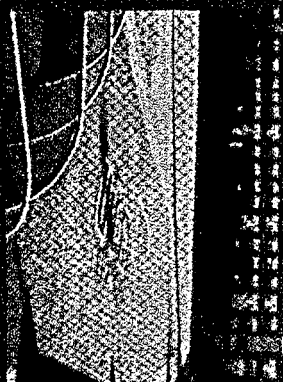
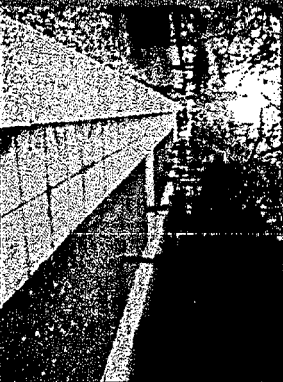
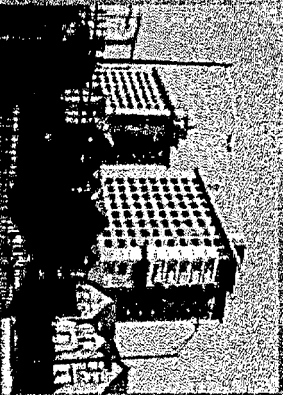
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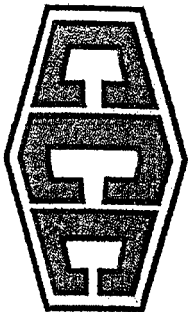


## Who we are and what we do.

- Established in 2013 in Chicago
- Providing General Contracting Services throughout the Chicago-land area.
- Specializing in publicly funded new construction, retrofit, and rehabilitating senior and low income housing, elementary and secondary schools, banks and other specialty construction work.







## Customers Include:

City of Chicago

Chicago Public Schools

Chicago City Colleges

Chicago Park District

Chicago Housing Authority

Government Services Agency

Veterans Administration

Housing Authority of Cook County

Illinois Capital Development Board

University of Illinois - Chicago





## Chicago Commercial Construction

### *Corporate Office*

9101 S. Baltimore Avenue, Chicago, IL 60617

Phone: 773-721-2500 Fax: 773-721-0543

[www.cccchicago.com](http://www.cccchicago.com)



# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of five is required.

PROJECT NO. <u>1</u> of <u>    </u>	
Project Name:	2016-53121-STR Tilden High School - Masonry Stabilization
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: <u>                    </u>
Agency/Client:	Chicago Public Schools
Agency Type:	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private
Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: <u>                    </u>
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)	
<h2>Project Management, Electrical</h2>	
Has the project achieved final acceptance after January 1, 2012?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:	\$ 1,280,577.00
Was project completed on budget? (If no, please explain below or attach explanation.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:	\$ 1,291,892.31
Was project completed on schedule? (If no, please explain below or attach explanation.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: <u>General - Renovation / Sidewalk and Street Closure</u>
City/Town/Village, State:	Chicago, IL
Permitting Body:	City of Chicago Department of Buildings / Chicago Department of Renovation
<b>CLIENT REFERENCE FOR CONSTRUCTION</b> (Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)	
Name:	Peter Schneider
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)	Construction Manager
Phone:	630-730-9424
Email Address:	PBSchneider@cps.edu
Name:	Joe Tomaso
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)	Project Director
Phone:	312-206-0508
Email Address:	JJTomaso@cps.edu

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.*

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page \_\_\_\_ of \_\_\_\_.

PROJECT NO. 1 of \_\_\_\_  
(continued)

### PROJECT NARRATIVE

The project at Tilden High School consisted of exterior masonry repairs, roof patching to facilitate masonry repairs, fire escape repairs, LBP abatement, and exterior painting. This project was bid publicly through the Chicago Public Schools. Projects like Tilden High School demonstrate CCC's ability to perform in construction projects comparable to those previously performed by the PBC.

Tilden High School is located at 4747 S Union Ave, Chicago, IL 60609. Work for this project took place during the late summer and early fall. The challenge of this project was lintel work around windows. Since classes were going on, CCC made it a priority to alert the school well ahead of time what areas of the school Masons would be working by utilizing two-week look aheads. These were used to coordinate work schedules with the school, and led to a highly efficient work flow and relationship between CCC and Tilden High School administration.

The scope of masonry work was to re-stabilize masonry parapets in addition to site tuckpointing and lintel repair. Netting was installed over window headers and parapets and secured using steel angles. To facilitate the parapet work, the roof deck around parapet walls was required to be torn up and replaced.

For environmental work, the lead paint on the fire escape was removed, and repainted. During the environmental process, it was discovered that the fire escape had many components that were severely rusted beyond repair and had to be replaced. CCC replaced many steel components on the fire escape and brought it up to code.

The other discovered condition that led to an increase in contract was masonry related. When tuck pointing the chimney, it was discovered that the interior wythes of it were deteriorated or in some places completely gone. Additional scope was added to demolish the chimney approximately 15-20 feet and construct a new concrete cap. Heavy coordination between CCC and a national cellular company was required because large cellular equipment was installed on the chimney.

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*Please complete a form for each project identified. A total of five is required.*

PROJECT NO. <u>1</u> of <u>5</u>			
Project Name:		2015-23981-CSP Kenwood High School / Canter Middle School	
Project Type:		<input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____	
Agency/Client:		Chicago Public Schools	
Agency Type:		<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Respondent's Role:		<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____	
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Management			
Has the project achieved final acceptance after January 1, 2012?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 4,475,268.78
Was project completed on budget? (If no, please explain below or attach explanation.)			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Final Contract Value:			\$ 4,662,247.69
Was project completed on schedule? (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:		<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: General - Renovation / Sidewalk Closure	
City/Town/Village, State:		Chicago, IL	
Permitting Body:		City of Chicago Department of Buildings / Chicago Department of Transportation	
CLIENT REFERENCE FOR CONSTRUCTION (Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)			
Name:		Tim Wilkin	
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)		Architect	
Phone:		(312) 943-7300	Email Address: twilkin@cordoganclark.com
Name:		Bob Dinkins	
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)		Construction Manager	
Phone:		(312) 907-6420	Email Address: bdinkins1@cps.edu

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page \_\_\_\_ of \_\_\_\_

PROJECT NO. 1 of \_\_\_\_  
(continued)

### PROJECT NARRATIVE

The project at Kenwood Academy High School and Canter Middle School consisted of demolition, concrete, masonry, structural metal and framing, door and hardware installation, carpentry, flooring, painting, division 10 installation, Limited-Use/Limited-Application Elevator, Hydraulic Passenger Elevator, plumbing, HVAC, electrical, data wiring, and fire alarm installation. This project was bid publicly through the Chicago Public Schools as one project. Projects like Kenwood Academy High School and Canter Middle School demonstrate CCC's ability to perform in construction projects comparable to those previously performed by the PBC.

Kenwood Academy High School is located at 5015 South Blackstone Avenue, Chicago, IL 60615. Work for this project took project during Summer 2015 and Fall 2015. The challenge of this project was a shortened length of time based on the school summer schedule. To accomplish a project of this size with a small window of time allowed for work, a large amount of coordination is required between the owner, GC, and subcontractors.

Canter Middle School is located at 4959 South Blackstone Avenue, Chicago, IL 60615. Work for this project ran along side Kenwood Academy High School during the summer 2015 to fall 2015. The challenge of the project was similar to Kenwood Academy, but had the added challenge of bring a recently shut down CPS school back up to occupation and educational standards. Canter having been recently shut down, was being incorporated into Kenwood Academy to create a Kenwood Academy Campus to better serve the needs of the community.

The scope of work for Kenwood Academy was centered around interior renovations. New flooring and ceiling was installed in a large portion of the school. Plumbing, electrical, and HVAC systems were also upgraded to meet a growing demand at the school. The most important addition was for ADA requirements, the LU/LA elevator. This was an automated lift for handicapped students who were not able to use the stairs. A small shaft had to be created to house the LU/LA, in addition to HVAC, sump pumps, and electrical.

Canter Middle School required a significant amount more work than Kenwood High School due to it being shut down a years prior. New flooring and ceilings were installed throughout the school along with repainting. Plumbing, electrical, and HVAC systems were extensively updated and added on to. A large masonry scope was set aside for Canter Middle School. A majority of the exterior masonry was cleaned and tuckpointed. Coping stones were replaced in various areas. To meet ADA standards, a 3 story masonry elevator shaft/tower had to be erected to house a machine room-less hydraulic passenger elevator. Exterior LED lights were installed on the newly renovated roof by CCC.

From a budgetary standpoint, the original scope of work was highly sufficient in meeting the needs of the school and community. Upon the start of work, some existing conditions not included in the original scope of work were discovered and CCC coordinated with CPS to agree upon a fair amount to perform the added scope of work. The extra scope of work consisted of:

- 1) Boiler insulation and abatement; 2) Added scope of masonry cleaning; 3) Zone damper actuator replacement; 4) AHU damper replacement; 5) Environmental Paint Storage Removal; 6) Skylight Infill; 7) Additional stone coping replacement; 8) Additional steel lintel replacement; 9) ADA parking lot striping; 10) ADA accessible ramp; 11) redesign of science lab plumbing; 12) Electrical panel number change; 13) Plexiglass removal; 14) Radiator piping replacement; 15) Sump pump hub drain; 16) Existing panel rewiring; 17) Art room counter rework; 18) Gymnasium speakers; and 19) Additional elevator lobby detectors.

Date of Issue: August 19, 2016

RFQ: Project-Specific Prequalification of General Contractors for the  
Harold Washington Library Center's Thomas Hughes Children's Library Renovation Project

RESPONDENT: \_\_\_\_\_

CCC Holdings, Inc. dba Chicago Commercial Construction



## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*Please complete a form for each project identified. A total of five is required.*

PROJECT NO. 19 of ____			
Project Name:	620-600-14 Concrete and Post-Tension Repairs		
Project Type:	<input type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input checked="" type="checkbox"/> Other: <u>Structure Repair</u>		
Agency/Client:			
Agency Type:	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
<b>Management</b>			
Has the project achieved final acceptance after January 1, 2012?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 239,950.00
Was project completed on budget? (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 239,950.00
Was project completed on schedule? (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: <u>Sidewalk Closure / Structural Repairs to a Parking Garage</u>		
City/Town/Village, State:	Chicago, IL		
Permitting Body:	Chicago Department of Transportation		
CLIENT REFERENCE FOR CONSTRUCTION			
(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)			
Name:	Bill Hutchings		
Project Role: <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>	Project Manager (Owner)		
Phone:	312-996-0513	Email Address:	bhutchings@uic.edu
Name:	Vy Milunas		
Project Role: <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>	Director of PM		
Phone:	312-413-1361	Email Address:	VMilunas@uic.edu

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page      of     

PROJECT NO. 19 of       
(continued)

### PROJECT NARRATIVE

The scope of work consists of:

General site, concrete, masonry, metals, thermal & moisture protection and earthwork.

Remove and Replace bottom course of CMU.

Provide temporary Shoring as required.

Some are required second course block.

We are allowing only 75 block total for replacement

Harrison Street Garage:

- Repair deteriorated and failed post tension tendons at four (4) locations of the supported level at the north end of the structure with associated concrete repairs
- Repair & reapply waterproofing for delaminated floor on the roof level near the east expansion joint and near northwest drain
- Repair spalled concrete, deteriorated sealant and apply waterproofing at roof level curbs at the staircase

Maxwell Street Garage:

- Replace delaminated topping with self leveling epoxy mortar just outside roof level northeast stairwell
- Replace de-bonding topping with self leveling epoxy mortar at south of the expansion joint on the roof level
- Provide water testing at south west stairwell to determine the source of moisture entrance at the east CMU wall at the roof level

Wood Street Garage:

- Furnish and install masonry wall at the 5th floor south east stair tower with new thru wall flashing
- Remove and replace with new various cracked and broken bricks on the ground floor at the south elevation near center snow chutes. The large vertical crack in the corner should be pinned with helical ties 2ft o.c. vertically and 16in. o.c. horizontally. Installed sealant where necessary.


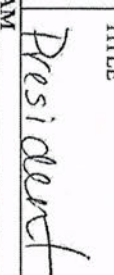
Taylor Street Garage:

- Repair failed miscellaneous expansion joint seal through-out the garage
- Repair spalled four (4) columns on the basement level (south) and two (2) on the 1st (west).

# CHICAGO HOUSING AUTHORITY Department of Procurement & Contracts

## SUBCONTRACTOR INFORMATION SUBMITTAL

It is expressly agreed by the undersigned Contractor and The Chicago Housing Authority that if portions of the scope of work for this Invitation for Bid or Request for Proposals or Purchase Order are subcontracted, awards of such subcontracts will be made to the subcontractors listed below. Further, any changes to the subcontractors listed below must be submitted in writing to the Director of the Department of Procurement and Contracts for approval. The Chicago Housing Authority reserves the right, at its own discretion, to approve or reject any subcontractor named below or as frequently added. Use additional blank sheets and append it to this form, if necessary, to complete your subcontractor listing. If you are not subcontracting, check the indicated box below.

IFB/RPF/P.O. TITLE		IFB/RFP/P.O. NO.		PAGE
IFB Event No. 2103 By the Hand Club For Kids - Renovation		2103		1
<input type="checkbox"/> My (our) firm(s) WILL NOT SUBCONTRACT any portion of the scope of work for this IFB, RFP or P.O. SUBCONTRACTOR NAME AND ADDRESS  See Schedule A for list of all known subcontractors		SCOPE OF WORK		
CONTRACTOR'S NAME  CCC Holdings, Inc. dba Chicago Commercial Construction		BY (SIGNATURE OF PRINCIPLE) 		
APPROVED BY CONTRACT COMPLIANCE NAME TITLE DATE		RECEIVED BY OCAM NAME TITLE DATE 		

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

**CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK**

(Complete this form by either typing or using black ink.)

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
PROJECT	UIC Clean Cart Lift #17	ISHTA North Parking Lot	MDW Security Guard Booths	CPS - Clinton Elementary	Elgin Maintenance Storage Facility		
CONTRACT WITH	University of Illinois Chicago	Illinois State Highway Toll Authority	Chicago Department of Aviation	Chicago Public Schools	Capital Development Board		
ESTIMATED COMPLETION DATE	March 2017	December 2016	06/30/2017	January 2017	June 2017		
TOTAL CONTRACT PRICE	\$307,574.00	\$977,099.61	\$1,708,053.98	\$225,602.00	\$513,782.00		TOTAL \$3,824,693.38
UNCOMPLETED DOLLAR VALUE	266,035.25	167,574.69	747,768.70	\$225,602.00	\$513,782.00		\$2,013,344.33

**PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.**

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

	TOTALS					
EXCAVATING & GRADING						
PCC BASE, C&G PAVING						
BIT CONCRETE PAVING						
STABILIZED BASE (BAM, CAM, PAM)						
AGGREGATE BASE AND FILL						
FOUNDATION (CAISSON & PILE)						
HIGHWAY STRUCTURES						
SEWER & DRAIN STRUCTURES						
PAINTING						
PAVEMENT MARKING						
SIGNING						
LANDSCAPING						
DEMOLITION						
FENCING						



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

**CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK**

	1	2	3	4	5	Awards Pending
OTHERS (LIST)						
General Contracting Work	\$53,874.00	\$93,137.42	\$277,512.78	\$121,052.00	\$123,282.00	
STRUCT. STEEL (BLDG. CONST.)						
ORNAMENTAL STEEL (BLDG. CONST.)						
MISCELLANEOUS CONCRETE						
FIREPROOFING						
MASONRY						
H.V.A.C.						
MECHANICAL						
ELECTRICAL						
PLUMBING						
ROOFING & SHEET METAL						
FLOORING & TILE WORK						
DRYWALL AND PLASTER WORK						
CEILING CONST.						
HOLLOW METAL AND HARDWARE						
GLAZING AND CAULKING						
MISCELLANEOUS ARCH. WORK						
OTHERS (LIST)						
TOTALS						

REMARKS. \_\_\_\_\_

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

**CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK**

**PART III. WORK SUBCONTRACTED TO OTHERS.** List below the work, according to each contract on the preceding page, which you have a subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE.

	1	2	3	4	5
SUBCONTRACTOR	Elete Construction Services	CPMH Construction	Civil Contractors	Market Contracting Services	Elens & Malchin Roofing
TYPE OF WORK	Masonry / Carpentry	Site Work / Utilities	Sanitary Sewers	Drywall / Rough Carpentry	Roofing Work
SUBCONTRACT PRICE	\$31,400.00	\$189,920.00	\$190,610.00	\$54,650.00	\$373,200.00
AMOUNT UNCOMPLETED	\$31,400.00	\$27,915.72	\$15,001.15	\$54,650.00	\$373,200.00
SUBCONTRACTOR	Evergreen Electric	Matthew Paving	Sharlen Electric	Ms. Sebastien Painting	Sharlen Electric
TYPE OF WORK	Electrical	Asphalt Work	Electrical Work	Painting	Electrical Work
SUBCONTRACT PRICE	\$15,000.00	\$205,000.00	\$388,273.44	\$35,900.00	\$1,800.00
AMOUNT UNCOMPLETED	\$15,000.00	\$11,609.71	\$277,075.06	\$35,900.00	\$1,800.00
SUBCONTRACTOR	Terra Demolition	Sharlen Electric	Metromex Contractors, Inc.	B. Bruce Plumbing	American First Contracting, Inc.
TYPE OF WORK	Demolition	Electrical Work	Paving Work	Plumbing Work	Roof Blocking Work
SUBCONTRACT PRICE	\$9,300.00	\$161,000.00	\$199,361.49	\$4,000.00	\$15,500.00
AMOUNT UNCOMPLETED	\$9,300.00	\$29,588.54	\$54,074.31	\$4,000.00	\$15,500.00
SUBCONTRACTOR	Parkway Elevator	C.R. Schmidt	Midwest Fence	Evergreen Electric	
TYPE OF WORK	Elevators	Brick Paving Work	Gates and Fences	Electrical Work	
SUBCONTRACT PRICE	\$188,000.00	\$39,001.50	\$129,068.50	\$10,000.00	
AMOUNT UNCOMPLETED	\$146,461.25	\$5,071.50	\$76,005.40	\$10,000.00	
SUBCONTRACTOR	Vision Painting	Roadsafe Traffic Systems	Par-Kut International		
TYPE OF WORK	Painting	Pavement Markings	Guard Booths		
SUBCONTRACT PRICE	\$10,000.00	\$31,733.75	\$85,900.00		
AMOUNT UNCOMPLETED	\$10,000.00	\$251.80	\$48,100.00		

I, being duly sworn do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Subscribed and sworn to before me

Signed

this 19th day of April 2017, Company CCC Holdings, Inc. dba Chicago Commercial Construction

Address 9101 S. Baltimore Ave. Chicago, IL 60617

My commission expires

02/07/18

